

06-214-CD
Joe Palumbo vs Michael Myers et al

Joe Palumbo vs Michael Myers et al
2006-214-CD

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

06-214-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 <i>Michael & Condi Myers</i>		MAG. DIST. NO. OR NAME OF D.J. <i>46-3-01</i>	
ADDRESS OF APPELLANT <i>2972 Luthersburg Rockton Rd. Rockton PA 15856</i>		CITY <i>Rockton</i>	STATE <i>PA</i>
DATE OF JUDGMENT <i>1-17-06</i>	IN THE CASE OF (Plaintiff) <i>Joe Palumbo</i>	(Defendant) <i>Michael & Condi Myers</i>	
CLAIM NO. <i>CV 000577-05</i>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Condi Myers</i>		

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.

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.

Signature of Prothonotary or Deputy

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 _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) 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 _____, 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: _____

William A. Shaw

Signature of Prothonotary or Deputy

FILED

01:54 PM
FEB 10 2006

William A. Shaw
Prothonotary/Clerk of Courts

Def pd. 85.00

Copy to: Diff

Def

MSJ Ford

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

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

DL-214-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 <u>Michael & Condi Myers</u>		MAG. DIST. NO. OR NAME OF D.J. <u>116-3-01</u>	
ADDRESS OF APPELLANT <u>2932 Luthersburg Rockton Rd Rockton</u>		CITY <u>Rockton</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>1-17-06</u>		IN THE CASE OF (Plaintiff) <u>Joe Palumbo</u>	(Defendant) <u>15956</u>
CLAIM NO. <u>CV 000577-05</u>		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <u>Condi Myers</u>	
LT			

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Signature of Prothonotary or Deputy

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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 _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) 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 _____, 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: _____

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**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **PALUMBO, JOE**
326 WEST LONG AVE.
PALUMBO'S RENTALS
DUBOIS, PA 15801
VS.
DEFENDANT: **MYERS, MICHAEL, ET AL.**
2972 ROCKTON-LUTHERSBURG
ROCKTON, PA 15856

CANDI MYERS
2972 ROCKTON-LUTHERSBURG
ROCKTON, PA 15856

Docket No.: **CV-0000577-05**
Date Filed: **11/29/05**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

☒ Judgment was entered for: (Name) **PALUMBO, JOE**

☒ Judgment was entered against: (Name) **MYERS, CANDI**

in the amount of \$ **1,064.98** on: (Date of Judgment) **1/17/06**

☐ 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	\$ 981.48
Judgment Costs	\$ 83.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,064.98
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 JUDGEMENT 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.

1-16-06 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, **2012**.

SEAL

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**

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CIVIL CASE**

PLAINTIFF: **PALUMBO, JOE**
326 WEST LONG AVE.
PALUMBO'S RENTALS
DUBOIS, PA 15801

VS.
DEFENDANT: **MYERS, MICHAEL, ET AL.**
2972 ROCKTON-LUTHERSBURG
ROCKTON, PA 15856

**MICHAEL MYERS
2972 ROCKTON-LUTHERSBURG
ROCKTON, PA 15856**

Docket No.: **CV-0000577-05**
Date Filed: **11/29/05**



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☒ Judgment was entered against: (Name) **MYERS, MICHAEL**

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_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**.

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COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon. **PATRICK N. FORD**
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Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
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Docket No.: **CV-0000577-05**
Date Filed: **11/29/05**



06-214-CD

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William A. Shaw
Prothonotary/Clerk of Courts

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My commission expires first Monday of January, **2012**.

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

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

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **PALUMBO, JOE**
326 WEST LONG AVE.
PALUMBO'S RENTALS
DUBOIS, PA 15801
NAME and ADDRESS

VS.
DEFENDANT: **MYERS, MICHAEL, ET AL.**
2972 ROCKTON-LUTHERSBURG
ROCKTON, PA 15856
NAME and ADDRESS

Docket No.: **CV-0000577-05**
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1-16-06 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, **2012**.

SEAL

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

MICHAEL MYERS AND CANDI MYERS,
Defendants

:
:
: No. 06 - 214 - CD
:
: COMPLAINT
:
:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED 300 Atty Belin
9/2:55pm
MAR 16 2008 (JM)

William A. Shaw
Prothonotary/Clerk of Courts

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

JOSEPH L. R. PALUMBO, SR., :
Plaintiff :
 : No. 06 - 214 - CD
vs. :
 :
MICHAEL MYERS AND CANDI MYERS, :
Defendants :

NOTICE

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

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

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

(814) 765-2641 Ex 5982

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

No. 06 - 214 - CD

vs.

MICHAEL MYERS AND CANDI MYERS,
Defendants

COMPLAINT

AND NOW COMES Plaintiff, Joseph L. R. Palumbo, Sr., by and through his attorneys, Belin & Kubista, and sets forth the following Complaint and in support thereof would aver as follows:

1. Plaintiff is Joseph L. R. Palumbo, Sr., an individual with a mailing address of 326 West Long Avenue, DuBois, Clearfield County, Pennsylvania 16830 ("Palumbo").

2. That Defendants are Michael Myers and Candi Myers, husband and wife, with a mailing address of 2972 Rockton-Luthersburg Road, Rockton, Clearfield County, Pennsylvania 15856 ("Myers").

3. That Myers entered into a Rental Agreement with Palumbo on June 25, 2004, for a period of twelve (12) months beginning July 1, 2004. A copy of said Rental Agreement is

marked Exhibit "A" and is attached hereto and made a part hereof.

4. That the term of said Rental Agreement expired on July 1, 2005, and Myers vacated the lease on November 1, 2005, but left damages to the dwelling and surrounding land upon vacating the premises.

5. That upon vacating the lease that Myers caused damages to the dwelling as follows:

- (a) front door and frame;
- (b) back door and screen;
- (c) ceiling tiles;
- (d) outdoor steps;
- (e) holes in walls;
- (f) broken receptacles and switch plates;
- (g) missing towel bars;
- (h) kitchen cupboard doors and hardware; and
- (i) holes and fire damage to yard.

6. That as a result of the foregoing damages Palumbo was required to pay for labor and materials in the total amount of \$1,354.92.

7. That when Myers left the premises they failed to pay the water bill in the amount of \$24.48.

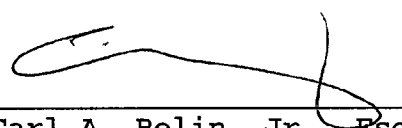
8. That as a result of Myers' failure to return the keys it was necessary for Palumbo to change the locks which amounted to \$37.08.

9. That Palumbo was required to make repairs to the damages set forth in Paragraph 5, to pay for labor and materials set forth in Paragraph 6, to pay the past due water bill set forth in Paragraph 7, and to purchase locks set forth in Paragraph 8.

10. That the aforesaid damages constitute a violation of the Rental Agreement and the Landlord & Tenant law of Pennsylvania.

WHEREFORE, Plaintiff demands judgment from the Defendants in the amount of \$1,416.48, together with interest.

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

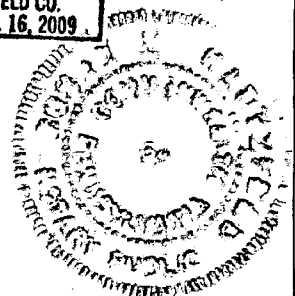
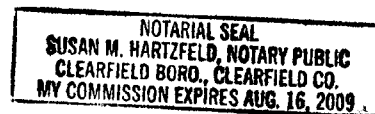
Before me the undersigned officer, personally appeared
JOSEPH L. R. PALUMBO, SR., who being duly sworn according to
law, deposes and says that the facts set forth in the foregoing
Complaint are true and correct to the best of his knowledge,
information and belief.

Joseph L. R. Palumbo Sr
Joseph L. R. Palumbo, Sr.

Sworn and subscribed before me this 16th day of

March, 2006.

Susan M Hartzfeld
Notary Public



RENTAL AGREEMENT

This agreement, dated 6-25-04, is by and between Joseph Palumbo Sr.
"owner" Candi & Myers and Mike "tenants," for rental of the dwelling located at
13 1/2 S. main St. under the following conditions:

12 month **FIXED TERM AGREEMENT (LEASE)** -- Tenants agree to lease this dwelling for a
fixed term of 12 months, beginning 7-1-04 and ending on 7-1-05.
Upon expiration, this Agreement shall become an automatic renewal for 1 YEAR, unless either
party
notifies the other at least 30 days in writing prior to the expiration of this lease.

RENT - Tenants agree to rent this dwelling for the sum of \$ 4500⁰⁰ payable in monthly
payments of \$ 375⁰⁰. The first month's rent is \$ 375⁰⁰.

RETURNED CHECKS - If, for any reason, a check used by Tenants to pay Owners is returned
without
having been paid, Tenants will pay a returned check charge of \$25.00 AND take whatever
consequence
there might be in making a late payment. After the second time that a Tenant's check is returned,
Tenants must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE - The due date for the rent owing under this Agreement is
the 10th day of every calendar month. If rent is paid after the 10th a \$10.00 late charge is added
and ~~an~~
eviction notice is issued. If rent is still not paid after the 20th of the month, a \$20.00 late charges is
added.

DEPOSITS - Tenants agree to deposit with the Owners the sum of \$375⁰⁰, payable before they
occupy
the premises. Owners may withhold from these deposits only what is reasonable necessary to cover
the
following tenants defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's
departure.

UTILITIES/SERVICES - Tenants agree to pay all utilities and services with the exception of the
follow-
ing which the Owners agree to pay: no utilities

OCCUPANTS - The number of occupants is limited to 5. Only the following persons may live
in
this dwelling (include ages of minors):
Candi, Mike, Jacob, Warren, to be announced

LANDSCAPING-Tenants agree to keep up with the grass, mowed weekly or as needed.

PEACE AND QUIET-Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, that they will keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet.

TELEPHONE-If and when tenants install a phone they will furnish the Owner with the number within 5 calendar days. If it is unlisted, Owners agree to take reasonable precautions to keep it from falling into the hands of third parties.

PROLONGED ABSENCES-Tenants agree that they will notify Owners whenever they plan to be absent from their dwelling for more than 10 days.

LAWFUL USE-Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

NOTICE OF INTENTION TO VACATE-When tenant decides to vacate the premises, they will give the Owners written notice of their intentions at least 30 days prior to their departure, and they will give an exact date when they expect to be moved out completely.

HOLDING OVER-If Tenants remain on the premises following the date of their termination of tenancy, they are "holding over" and become liable for "rental damages" equaling one/thirtieth of the amount of their then current monthly rent for every day they hold over.

POSSESSION-Owners shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. Should owners be unable to do so, they shall not be held liable for any damages Tenants suffer as a consequence, nor shall this Agreement be considered void unless Owners are unable to deliver possession within 10 days following the commencement date. Tenants' responsibility to pay rent shall begin with they receive possession.

ENTIRE AGREEMENT-As written, this Agreement constitutes the entire agreement between the Tenants and Owners. They have made no further promises of any kind to one another, nor have they reached any other understanding, either verbal or written.

CONSEQUENCES-Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

Tommy L. Mannes

(LANDLORD)

Der. Joe Palumbo

Londi Myers

(TENANT)

NO ONE ELSE MAY LIVE THERE, EVEN TEMPORARILY, WITHOUT OWNERS; PRIOR WRITTEN PERMISSION.

GUESTS-Tenants may house any single guest for a maximum period of 14 days every six months or for what ever other period of time the law allows. Provided that they maintain a separate residence, nurses or maids required to care for Tenants during an illness are excepted from this provision.

SUBLETTING AND ASSIGNMENT-Tenants shall not sublet the entire premises or any part of the premises, no shall they assign this Agreement to anyone else without first obtaining the Owner's written permission.

PETS-Tenants may house no pet of any kind on the premises, even temporarily, without first obtaining Owners' written permission. "Pets" includes, but is not limited to, both warm- and cold-blooded animals, such as, dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped.

*Have
Rabbit
from*

VEHICLES-Tenants agree to keep a maximum of 2 vehicles on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil dripping. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles which have exhaust muffling comparable to that of a passenger car are allowed. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Owners' written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day.

DRAIN STOPPAGES-AS of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks or newspaper. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots or Acts of God.

TRASH-Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. They agree to dispose of their extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances, and the like by compacting it so that it will fit inside their trash receptacle or by hauling it to the dump themselves or by paying someone else to haul it away.

LOCKS-Tenants agree that they will not change the locks on any door or mailbox without first obtaining Owner's permission. Having obtained permission, they agree to pay for changing the locks themselves and to provide the Owner's with one duplicate key per lock.

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

MICHAEL MYERS AND CANDI MYERS,
Defendants

:
:
: No. 06 - 214 - CD
:
: CERTIFICATE OF SERVICE
:
:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED ^{NO cc}
9/24/06
MAR 20 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

JOSEPH L. R. PALUMBO, SR., :
Plaintiff :
 :
 : No. 06 - 214 - CD
vs. :
 :
 :
MICHAEL MYERS AND CANDI MYERS, :
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a certified copy of Complaint on behalf of Plaintiff in the above-captioned matter to the following parties by certified mail, return receipt requested, on March 18, 2006. Said return receipt is attached hereto and made a part hereof:

Mr. and Mrs. Michael Myers
2972 Rockton-Luthersburg Road
Rockton, PA 15856.

BELIN & KUBISTA

By Carl A. Belin, Jr., Esq.

Palumbo

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. and Mrs. Michael Myers
2972 Rockton-Luthersburg Road
Rockton, PA 15856

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Cardi Myers*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Cardi Myers

C. Date of Delivery

- D. Is delivery address different from item 1?** ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

2. Article Number

(Transfer from service label)

7002 3150 0000 7854 3791

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

No. 06-214-CD

Vs.

MICHAEL MYERS AND CANDI
MYERS,
Defendants

NOTICE

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
814-765-2641 EX. 5982

FILED
O 10:51am GK 3 CL TO
APR 20 2006 Defendant

William A. Shaw
Prothonotary/Clerk of Courts

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

JOSEPH L. R. PALUMBO, SR.;
Plaintiff

No. 06 – 214 – CD

Vs.

MICHAEL MYERS AND CANDI
MYERS,
Defendants

ANSWER TO PLAINTIFF'S COMPLAINT AND COUNTER CLAIM

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

JOSEPH L. R. PALUMBO, SR.;
Plaintiff

No. 06 – 214 – CD

Vs.

MICHAEL MYERS AND CANDI
MYERS,
Defendants

ANSWER TO PLAINTIFF'S COMPLAINT

AND NOW COMES Defendant's, Michael Myers and Candi Myers, and files this
answer to plaintiff's complaint:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted in part, Denied in part. It is admitted that Defendants lease expired in July 2005, but remained on a month-by-month basis until November 2005. It is denied that Defendants left damages to the dwelling and surrounding land upon vacating as alleged in Plaintiff's complaint.
5. Denied. Specifically, it averred that Plaintiff is vague in their allegation of damages to dwellings as provided in this section. Furthermore, it is averred that Defendant's did not cause damage as to the property that was rented.
 - a. Denied. Specifically, Defendant's did not damage the front door and frame. Defendant's, by way of further answer, allege that any damage to

the door and frame was either there prior to the rental agreement being signed, or part of normal use, or both.

- b. Denied, in part. Admitted, in part. Specifically, Defendant's cannot assess by this pleading what Plaintiff is referring to. By way of further answer, it is admitted that Defendants did remove the screen because of damage caused by Defendants. Defendants deny causing any other damage to the door.
- c. Denied, in part. Admitted, in part. Specifically, Defendants cannot assess by this pleading to what extent the Plaintiff is alleging damage to ceiling tiles. It is admitted that Defendants damaged two ceiling tiles in the dining room.
- d. Denied. Specifically, any damage assessed by Plaintiff regarding the outdoor steps was due to the fact that the steps were of poor construction, exposed to the elements, and caused by normal use.
- e. Denied, in part. Admitted, in part. Specifically, this is denied because Plaintiff's complaint lacks specificity as to where the damage is located. It is admitted that Defendant's are responsible for four holes, all of which are about an inch and a half in diameter, with three located in the dining room and one in the living room.
- f. Denied, in part. Admitted, in part. Plaintiff's complaint lacks specificity to assess to what extent these receptacles and switch plates are damaged. It is admitted that one double switch plate, located at the bottom of the stairs, was damaged by Defendants.

- g. Denied, in part. Admitted, in part. It is denied to the extent that Plaintiffs complaint lacks specificity as to how many and the location of the towel bars. It is admitted that Defendants purchased and installed one towel rack in the bathroom, and upon leaving, took the towel rack with them.
 - h. Denied, in part. Admitted, in part. Specifically, Defendants assert that the doors were removed due to 'stripped screws' holding the cupboards in place. The doors and hinges were left in the apartment and need to be hung.
 - i. Denied. Specifically, the yard was in complete disrepair upon Defendants moving into the property. Defendants maintained the yard in a reasonable manner and consistent with that agreed upon by Plaintiff.
6. Denied. Specifically, there is no evidence within the complaint to substantiate this allegation by Plaintiff. It is further denied that Defendants are responsible for the amount specified here within.
7. Admitted.
8. Denied. Defendants left keys in property upon moving out.
9. Denied. It is denied that Defendants are responsible for the damages and the repairs as alleged in this paragraph. Furthermore, Plaintiff has failed to provide any information to substantiate this claim.
10. Denied. Defendants have not violated the contract nor the laws of Pennsylvania.

WHEREFORE, it is requested that this matter be dismissed and an Order entered in favor of Defendants.

COUNTER CLAIM

COMES NOW Defendants, Michael Myers and Candi Myers, and set forth the following Counter Claim and in support thereof would aver the following:

11. Defendants assert paragraphs one through ten as if fully set forth herein.
12. Defendants entered into a Rental Agreement with Plaintiff on June 25, 2004, for a period of twelve months beginning July 1, 2005. This agreement is attached to this Answer and Counter Claim as well as Plaintiff's Complaint.
13. This rental agreement identifies that a sum of \$375.00 was paid to Plaintiff prior to Defendants occupying the premises.
14. Defendants paid this amount in full to Plaintiff and/or Plaintiff's agent Tammy Maines.
15. Defendants have not received this deposit back from Plaintiff.

WHEREFORE, it is request that Defendants be awarded a judgment in their favor in the amount of \$375.00 plus interest accumulated.

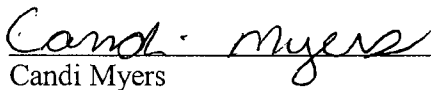
Respectfully submitted,



Michael Myers

4-20-06

Date



Candi Myers

4-20-06

Date

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

No. 06-214-CD

Vs.

MICHAEL MYERS AND CANDI
MYERS,
Defendants

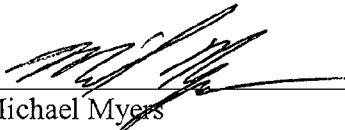
CERTIFICATE OF SERVICE

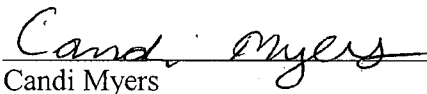
On this 20th day of April 2006, Defendants served Plaintiffs with the Answer to
Plaintiff's Complaint and Counter Claim in a manner consistent with the Pennsylvania
Rules of Civil Procedure.

CERTIFIED MAIL:

Attorney for Plaintiff:

Carl A. Belin, Jr., Esq.
Belin and Kubista
Attorneys at Law
15 North Front Street
P.O. Box 1
Clearfield, Pennsylvania 16830


Michael Myers


Candi Myers

RENTAL AGREEMENT

This agreement, dated 6-25-04, is by and between Joseph Palumbo Sr.
"owner" Candi & Mike Myers
and Mike "tenants," for rental of the dwelling located at
13 1/2 S. Main St. under the following conditions:

12 month FIXED TERM AGREEMENT (LEASE) -- Tenants agree to lease this dwelling for a
fixed term of 12 months, beginning 7-1-04 and ending on 7-1-05.
Upon expiration, this Agreement shall become an automatic renewal for 1 YEAR, unless either
party
notifies the other at least 30 days in writing prior to the expiration of this lease.

RENT-Tenants agree to rent this dwelling for the sum of \$ 4500.00 payable in monthly
payments of \$ 375.00. The first month's rent is \$ 375.00.

RETURNED CHECKS-If, for any reason, a check used by Tenants to pay Owners is returned
without
having been paid, Tenants will pay a returned check charge of \$25.00 AND take whatever
consequence
there might be in making a late payment. After the second time that a Tenant's check is returned,
Tenants must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE-The due date for the rent owing under this Agreement is
the 10th day of every calendar month. If rent is paid after the 10th a \$10.00 late charge is added
and an
eviction notice is issued. If rent is still not paid after the 20th of the month, a \$20.00 late charges is
added.

DEPOSITS-Tenants agree to deposit with the Owners the sum of \$375.00, payable before they
occupy
the premises. Owners may withhold from these deposits only what is reasonable necessary to cover
the
following tenants defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's
departure.

UTILITIES/SERVICES-Tenants agree to pay all utilities and services with the exception of the
follow-
ing which the Owners agree to pay: no utilities

OCCUPANTS-The number of occupants is limited to 5. Only the following persons may live
in
this dwelling (include ages of minors):
Candi, Mike, Jacob, Warren, to be announced

LANDSCAPING-Tenants agree to keep up with the grass, mowed weekly or as needed.

PEACE AND QUIET-Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, that they will keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet.

TELEPHONE-If and when tenants install a phone they will furnish the Owner with the number within 5 calendar days. If it is unlisted, Owners agree to take reasonable precautions to keep it from falling into the hands of third parties.

PROLONGED ABSENCES-Tenants agree that they will notify Owners whenever they plan to be absent from their dwelling for more than 10 days.

LAWFUL USE-Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

NOTICE OF INTENTION TO VACATE-When tenant decides to vacate the premises, they will give the Owners written notice of their intentions at least 30 days prior to their departure, and they will give and exact date when they expect to be moved out completely.

HOLDING OVER-If Tenants remain on the premises following the date of their termination of tenancy, they are "holding over" and become liable for "rental damages" equaling one/thirtieth of the amount of their then current monthly rent for every day they hold over.

POSSESSION-Owners shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. Should owners be unable to do so, they shall not be held liable for any damages Tenants suffer as a consequence, nor shall this Agreement be considered void unless Owners are unable to deliver possession within 10 days following the commencement date. Tenants' responsibility to pay rent shall begin with they receive possession.

ENTIRE AGREEMENT-As written, this Agreement constitutes the entire agreement between the Tenants and Owners. They have made no further promises of any kind to one another, nor have they reached any other understanding, either verbal or written.

CONSEQUENCES-Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

Donny L. Maines

(LANDLORD)

Don / Joe Palumbo

Linda Myers

(TENANT)

NO ONE ELSE MAY LIVE THERE, EVEN TEMPORARILY, WITHOUT OWNERS; PRIOR WRITTEN PERMISSION.

GUESTS-Tenants may house any single guest for a maximum period of 14 days every six months or for what ever other period of time the law allows. Provided that they maintain a separate residence, nurses or maids required to care for Tenants during an illness are excepted from this provision.

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*have
Rabbit
from*

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FILED

APR 20 2006

**William A. Shaw
Prothonotary/Clerk of Courts**

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

MICHAEL MYERS AND CANDI MYERS,
Defendants

:
:
: No. 06 - 214 - CD
:

:
: ANSWER TO COUNTERCLAIM
:

Filed on Behalf of:
Plaintiff

Counsel of Record for
This Party:

Carl A. Belin, Jr., Esquire
PA I.D. #06805

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED 3cc
8/2/5867L Amy Belin
MAY 05 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

JOSEPH L. R. PALUMBO, SR., :
Plaintiff :
 : No. 06 - 214 - CD
vs. :
 :
MICHAEL MYERS AND CANDI MYERS, :
Defendants :

ANSWER TO COUNTERCLAIM

AND NOW COMES Plaintiff, Joseph L. R. Palumbo, Sr., by and through his attorneys, Belin & Kubista, and sets forth the following answer to Defendants' Counterclaim and in support thereof, avers as follows:

11. Plaintiff hereby incorporates by reference Paragraphs 1 through 10 of his Complaint and makes them a part hereof.

12. Paragraph 12 of Defendants' Counterclaim is admitted.

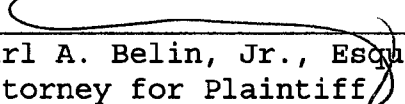
13. Paragraph 13 of Defendants' Counterclaim is admitted that the rental agreement identified that a deposit of \$375.00 was to be paid to Plaintiff but it is denied that Defendants ever made said payment to Plaintiff or his agents.

14. Paragraph 14 of Defendants' Counterclaim is denied and in further answer thereto Paragraph 13 of this Answer to Counterclaim is hereby incorporated by reference and made a part hereof.

15. Paragraph 15 of Defendants' Counterclaim is denied and in further answer thereto Paragraph 13 of this Answer to Counterclaim is hereby incorporated by reference and made a part hereof.

WHEREFORE, Plaintiff demands judgment from the Defendants in the amount of \$1,416.48, together with interest.

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Before me the undersigned officer, personally appeared
JOSEPH L. R. PALUMBO, SR., who being duly sworn according to
law, deposes and says that the facts set forth in the foregoing
Answer to Counterclaim are true and correct to the best of his
knowledge, information and belief.

Joseph L. R. Palumbo, Sr.
Joseph L. R. Palumbo, Sr.

Sworn and subscribed before me this 5th day of

May, 2006.

Susan M. Hartzfeld
Notary Public

NOTARIAL SEAL
SUSAN M. HARTZFELD, NOTARY PUBLIC
CLEARFIELD BORO., CLEARFIELD CO.
MY COMMISSION EXPIRES AUG. 16, 2009



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

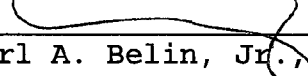
JOSEPH L. R. PALUMBO, SR., :
Plaintiff :
 : No. 06 - 214 - CD
vs. :
 :
MICHAEL MYERS AND CANDI MYERS, :
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a
certified copy of Plaintiff's Answer to Defendants'
Counterclaim in the above-captioned matter to the following
parties by postage prepaid United States first class mail on
the 5th day of May, 2006:

Michael Myers
Candi Myers
2972 Rockton-Luthersburg Road
Rockton, PA 15856

BELIN & KUBISTA

By 
Carl A. Belin, Jr., Esq.
Attorney for Plaintiff

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

JOSEPH L. R. PALUMBO, SR.,

Plaintiff,

vs.

MICHAEL MYERS and CANDI MYERS,

Defendants.

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No. 06-214-CD

Praeipce to Place on
Arbitration List

Filed on behalf of Plaintiff

Counsel of Record for
this party:

Carl A. Belin, Jr.
PA ID #06805

BELIN, KUBISTA & RYAN
15 North Front Street
Clearfield, PA 16830

(814) 765-8972

FILED

01/03/07
AUG 01 2007

icc
Atty Belin
Atty pd-20.00
CR

William A. Shaw
Prothonotary/Clerk of Courts

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

JOSEPH L. R. PALUMBO, SR.,

Plaintiff,

vs.

No. 06-214-CD

MICHAEL MYERS and CANDI MYERS,

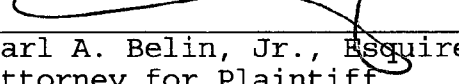
Defendants.

PRAECIPE TO PLACE
ON ARBITRATION LIST

TO THE PROTHONOTARY:

Please place the above-captioned matter on the
arbitration list.

BELIN, KUBISTA & RYAN

By: 
Carl A. Belin, Jr., Esquire
Attorney for Plaintiff

Date: 7/31/07

FILED

AUG 01 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

CA

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

JOSEPH L. R. PALUMBO, SR.

vs.

MICHAEL MYERS AND
CANDI MYERS

:
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: No. 06-214-CD
:
:
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FILED

OCT 10 2007

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 10th day of October, 2007, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, November 20, 2007 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:

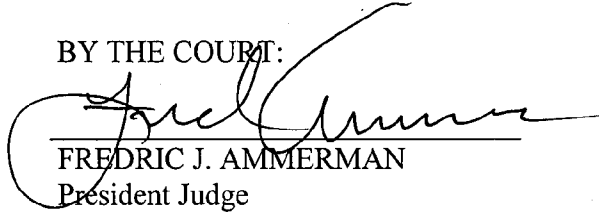
Michael P. Yeager, Esquire, Chairman

Warren B. Mikesell, Esquire

Trudy Lumadue, Esquire

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

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

MICHAEL MYERS AND CANDI MYERS,
Defendant

No. 06 – 214 - C.D.

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED *NO CC*
0/10:33:01
NOV 08 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

No. 06 - 214 - C.D.

MICHAEL MYERS AND CANDI MYERS,
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served the Pre-Trial Statement submitted on behalf of Plaintiff, JOSEPH L. R. PALUMBO, SR., in the above captioned matter, on the following parties and in the manner set forth below on the 7th day of November, 2007:

Ronda J. Wisor
Deputy Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Via Hand Delivery

Michael Myers
c/o Clearfield County Jail
115 21st Clearfield County Jail
115 21st Street
Clearfield, PA 16830
Defendant
Via First Class United States Mail

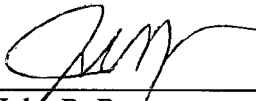
Candi Myers
2972 Rockton-Luthersburg Highway
Rockton, PA 15856
Defendant
Via First Class United States Mail

Michael P. Yeager, Esquire
110 North Second Street
P.O. Box 752
Clearfield, PA 16830
Arbitrator
Via First Class United States Mail

Warren B. Mikesell, II, Esquire
Mikesell & Mikesell
115 East Locust Street
Clearfield, PA 16830
Arbitrator
Via First Class United States Mail

Trudy Lumadue, Esquire
Naddeo & Lewis, LLC
P.O. Box 552
Clearfield, PA 16830
Arbitrator
Via First Class United States Mail

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

FILED

NOV 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CA

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

JOSEPH L.R. PALUMBO, SR.

Plaintiff,

v.

MICHAEL MYERS and

CANDI MYERS

Defendant.

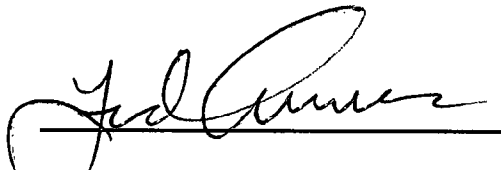
No.: 06-0214-CD

ORDER

NOW, this 7 day of NOVEMBER, 2007, it is the ORDER of this Court that the Sheriff of Clearfield County, or his duly authorized representative, transport Michael Myers from the Clearfield County Jail, Clearfield, PA, to the Clearfield County Courthouse, Clearfield, PA, on Tuesday, November 20, 2007, at 1:00 P.M. Defendant Michael Myers is to be brought ^{to} the aforementioned location, in Hearing Room #3, for the purposes of conducting an arbitration in the above-captioned civil matter.

Defendant shall be returned immediately following said proceeding.

BY THE COURT:


President Judge

FILED

019:1567
NOV 08 2007

2 CC Amy Belin

1 CC M. Myers-CCJ

1 CC C. Myers-2972 Rocton-Luthersburg
Rockton, PA 15856

William A. Shaw
Prothonotary/Clerk of Courts

1 CC Sheriff
(without memo)

(CK)

FILED

NOV 08 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/8/07

___ 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

X Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED
3/18:45 am
NOV 14 2007

William A. Shaw
Prothonotary/Clerk of Courts

no further address
in file.

Candi Myers
2972 Rockton-Luthersburg
Rockton, PA 15856



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

JOSEPH L.R. PALUMBO, SR.

Plaintiff,

v.

MICHAEL MYERS and

CANDI MYERS

Defendant.

No.: 06-0214-CD

ORDER

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Defendant shall be returned immediately following said proceeding.

BY THE COURT:

/S/ Fredric J Ammerman

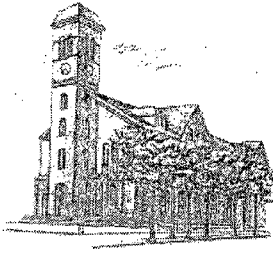
President Judge

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 08 2007

Attest.

William L. Brown
Prothonotary/
Clerk of Courts



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

Jacki Kendrick
Deputy Prothonotary/Clerk of Courts

Bonnie Hudson
Administrative Assistant

David S. Ammerman
Solicitor

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

To: All Concerned Parties

From: William A. Shaw, Prothonotary

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

Sincerely,

William A. Shaw
Prothonotary

DATE: 11/8/07

_____ 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

X Defendant(s) _____ Defendant(s) Attorney

_____ Special Instructions:

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

MICHAEL MYERS AND CANDI MYERS,
Defendant

No. 06 – 214 - C.D.

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

FILED NO CC
01215501
NOV 15 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

No. 06 - 214 - C.D.


MICHAEL MYERS AND CANDI MYERS,
Defendant

CERTIFICATE OF SERVICE

This is to certify that I have served the Pre-Trial Statement submitted on behalf of Plaintiff, JOSEPH L. R. PALUMBO, SR., in the above captioned matter, on the following parties and in the manner set forth below on the 15th day of November, 2007:

Ann B. Wood, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
Clearfield, PA 16830
Arbitrator
Via Hand Delivery

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

11-11-07
NOV 15 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Joeseeph L. R. Palumbo, Sr.

vs.

Michael Myers and Candi Myers

No. 2006-00214-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 20th day of November, 2007, 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.

Ann Wood, Esq.

Trudy Lumadue, Esq.

Michael P. Yeager
Chairman
Ann B. Wood
Trudy Lumadue

Sworn to and subscribed before me this
November 20, 2007

Prothonotary

FILED
013:11/20/07
NOV 20 2007

AWARD OF ARBITRATORS

Now, this 20th day of November, 2007, 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 on the Complaint in the amount of \$970.90 together with interest and Common Pleas costs.

In favor of Plaintiff on the Counter-Claim.
Both in favor of Plaintiff and against both Defendants.

(Continue if needed on reverse.)

Michael P. Yeager Chairman
Trudy Lumadue
Ann B. Wood

William A. Shaw
Prothonotary/Clerk of Courts
Notice to Atty Belin
and Defs (2972)
Rockton-Luthersburg,
Rockton, PA 15856

ENTRY OF AWARD

Now, this 20th day of November, 2007, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

Prothonotary

By _____

Joeseeph L. R. Palumbo, Sr.

Vs.

Michael Myers and Candi Myers

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2006-00214-CD
:

COPY

NOTICE OF AWARD

TO Michael Myers and Candi Myers:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 20, 2007, and have awarded:

In favor of Plaintiff on the Complaint in the amount of \$970.90 together with interest and Common Pleas costs. In favor of Plaintiff on the Counter-Claim. Both in favor of Plaintiff and against both Defendants.

William A. Shaw

Prothonotary

By 

November 20, 2007

Date

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

Joeseeph L. R. Palumbo, Sr.

Vs.

Michael Myers and Candi Myers

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2006-00214-CD
:

COPY

NOTICE OF AWARD

TO: CARL A. BELIN, JR., ESQ.

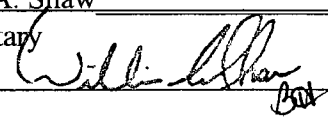
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 20, 2007, and have awarded:

In favor of Plaintiff on the Complaint in the amount of \$970.90 together with interest and Common Pleas costs. In favor of Plaintiff on the Counter-Claim. Both in favor of Plaintiff and against both Defendants.

William A. Shaw

Prothonotary

By


Bul

November 20, 2007

Date

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

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED
NOV 30 2007
10:54 AM

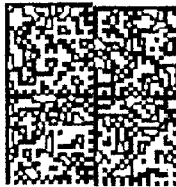
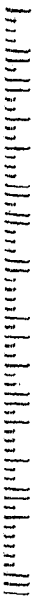
William A. Shaw
Prothonotary/Clerk of Courts

Michael Myers
Candi Myers
2972 Rockton-Luthersburg
Rockton, PA

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MYERS
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Joeseeph L. R. Palumbo, Sr.

Vs.

Michael Myers and Candi Myers

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

: No. 2006-00214-CD

:

NOTICE OF AWARD

TO Michael Myers and Candi Myers:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 20, 2007, and have awarded:

In favor of Plaintiff on the Complaint in the amount of \$970.90 together with interest and Common Pleas costs. In favor of Plaintiff on the Counter-Claim. Both in favor of Plaintiff and against both Defendants.

William A. Shaw

Prothonotary

By 

November 20, 2007

Date

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

7659893

Palumbo's Rentals
1103 South Main Street
DuBois Pa. 15801
(814)371-2150

damages on 13 1/2 S. Main Street

	materials	labor hours
front door frame	\$120.00	6
back door and screen	\$97.00	3
16 ceiling tiles	\$80.00	2
broken steps	\$10.00	2
holes in walls	\$40.00	10
switch plates and recepticals	\$5.00	1
missing towel bars	\$20.00	1
kitchen cupboards doors and hardware	\$30.00	4
paint walls (5 rooms)	\$40.00	20
paint floors	---	5
holes and fire damage to yard	---	4
locks	\$50.00	2
total	\$492.00	60

1354.92
- 492.00
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240
229

14.92

P-EX.2

492.00
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- 492.00
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15.

862.92
14.92

RENTAL AGREEMENT

This agreement, dated 6-25-04, is by and between: Joseph Palumbo Sr.
"owner" Candi & Mike "tenants," for rental of the dwelling located at
and 13 1/2 S. main St. under the following conditions:

12 month FIXED TERM AGREEMENT (LEASE) --Tenants agree to lease this dwelling for a
fixed term of 12 months, beginning 7-1-04 and ending on 7-1-05.
Upon expiration, this Agreement shall become an automatic renewal for 1 YEAR, unless either
party
notifies the other at least 30 days in writing prior to the expiration of this lease.

RENT-Tenants agree to rent this dwelling for the sum of \$ 450.00 payable in monthly
payments of \$ 375.00. The first month's rent is \$ 375.00.

RETURNED CHECKS-If, for any reason, a check used by Tenants to pay Owners is returned
without
having been paid, Tenants will pay a returned check charge of \$25.00 AND take whatever
consequence
there might be in making a late payment. After the second time that a Tenant's check is returned,
Tenants must thereafter secure a cashier's check or money order for payment of rent.

RENT DUE DATE; RENT LATE DATE-The due date for the rent owing under this Agreement is
the 10th day of every calendar month. If rent is paid after the 10th a \$10.00 late charge is added
and an
eviction notice is issued. If rent is still not paid after the 20th of the month, a \$20.00 late charges is
added.

DEPOSITS-Tenants agree to deposit with the Owners the sum of \$375.00, payable before they
occupy
the premises. Owners may withhold from these deposits only what is reasonable necessary to cover
the
following tenants defaults: 1) damages to the dwelling; 2) certain cleaning costs following Tenant's
departure.

UTILITIES/SERVICES-Tenants agree to pay all utilities and services with the exception of the
follow-
ing which the Owners agree to pay: no utilities

OCCUPANTS-The number of occupants is limited to 5. Only the following persons may live

in
this dwelling (include ages of minors):

Candi, Mike, Jacob, Warren, to be announced

LANDSCAPING-Tenants agree to keep up with the grass, mowed weekly or as needed.

PEACE AND QUIET-Tenants are entitled to the quiet enjoyment of their own dwelling, and their neighbors are entitled to the same. Tenants agree that they will refrain from making loud noises and disturbances, that they will keep down the volume of their music and broadcast programs at all times so as not to disturb other people's peace and quiet.

TELEPHONE-If and when tenants install a phone they will furnish the Owner with the number within 5 calendar days. If it is unlisted, Owners agree to take reasonable precautions to keep it from falling into the hands of third parties.

PROLONGED ABSENCES-Tenants agree that they will notify Owners whenever they plan to be absent from their dwelling for more than 10 days.

LAWFUL USE-Tenants agree that they will not themselves engage in any illegal activities on the premises nor will they allow others to engage in any illegal activities on the premises insofar as they have the power to stop such activities.

NOTICE OF INTENTION TO VACATE-When tenant decides to vacate the premises, they will give the Owners written notice of their intentions at least 30 days prior to their departure, and they will give an exact date when they expect to be moved out completely.

HOLDING OVER-If Tenants remain on the premises following the date of their termination of tenancy, they are "holding over" and become liable for "rental damages" equaling one/thirtieth of the amount of their then current monthly rent for every day they hold over.

POSSESSION-Owners shall endeavor to deliver possession to Tenants by the commencement date of this Agreement. Should owners be unable to do so, they shall not be held liable for any damages Tenants suffer as a consequence, nor shall this Agreement be considered void unless Owners are unable to deliver possession within 10 days following the commencement date. Tenants' responsibility to pay rent shall begin with they receive possession.

ENTIRE AGREEMENT-As written, this Agreement constitutes the entire agreement between the Tenants and Owners. They have made no further promises of any kind to one another, nor have they reached any other understanding, either verbal or written.

CONSEQUENCES-Violation of any part of this Agreement or nonpayment of rent when due shall be cause for eviction under appropriate sections of the applicable code.

Danny L. Manes

(LANDLORD)

Joe Palumbo

Londi Myers

(TENANT)

NO ONE ELSE MAY LIVE THERE, EVEN TEMPORARILY, WITHOUT OWNERS; PRIOR WRITTEN PERMISSION.

GUESTS-Tenants may house any single guest for a maximum period of 14 days every six months or for what ever other period of time the law allows. Provided that they maintain a separate residence, nurses or maids required to care for Tenants during an illness are excepted from this provision.

SUBLETTING AND ASSIGNMENT-Tenants shall not sublet the entire premises or any part of the premises, no shall they assign this Agreement to anyone else without first obtaining the Owner's written permission.

PETS-Tenants may house no pet of any kind on the premises, even temporarily, without first obtaining Owners' written permission. "Pets" includes, but is not limited to, both warm- and cold-blooded animals, such as, dogs, cats, fish, hamsters, rats, birds, snakes, lizards, and insects. "Pets" does not include animals trained to serve the handicapped.

*Have
Rabbit
pen*

VEHICLES-Tenants agree to keep a maximum of 2 vehicles on the premises. These vehicles must be both operable and currently licensed. Tenants agree to park their vehicles in assigned spaces and to keep those spaces clean of oil dripping. Tenants agree to advise their visitors about parking and to take responsibility for where their visitors park. Only those motorcycles which have exhaust muffling comparable to that of a passenger car are allowed. Tenants agree not to park boats, recreational trailers, utility trailers, and the like on the premises without first obtaining Owners' written permission. Tenants agree not to repair their vehicles on the premises if such repairs will take longer than a single day.

DRAIN STOPPAGES-AS of the date of this Agreement, Owners warrant that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, balls of hair, grease, oil table scraps, clothing, rags, sand, dirt, rocks or newspaper. Tenants agree to pay for clearing the drains of any and all stoppages except those which the plumber is called to clear the stoppage will attest in writing were caused by defective plumbing, tree roots or Acts of God.

TRASH-Tenants agree to dispose of their ordinary household trash by placing it into a receptacle for periodic collection. They agree to dispose of their extraordinary household trash, such as Christmas trees, damaged furniture, broken appliances, and the like by compacting it so that it will fit inside their trash receptacle or by hauling it to the dump themselves or by paying someone else to haul it away.

LOCKS-Tenants agree that they will not change the locks on any door or mailbox without first obtaining Owner's permission. Having obtained permission, they agree to pay for changing the locks themselves and to provide the Owner's with one duplicate key per lock.



DuBois Housing Authority

ADMINISTRATIVE OFFICES
GATEWAY TOWERS APT. BUILDING
21 E. LONG AVENUE
DUBOIS, PENNSYLVANIA 15801

Tel (814) 371-2290
Fax (814) 371-2733
TTD (800) 654-5984

November 20, 2007

To Whom It May Concerned:

The Housing Authority does not pay a security deposit for any person on any one of the Housing Programs.

Should you have any questions concerning this matter, please contact me at 371-2290 extension 111.

Sincerely,

A handwritten signature in cursive script that reads "Ruth A. Johnson".

**Ruth A. Johnson, PHM
Section 8 Coordinator**

Arbitration
11/20

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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

MICHAEL MYERS and CANDI MYERS,
Defendants

No. 06 – 214 – C.D.

**PLAINTIFF'S PRE-TRIAL
STATEMENT**

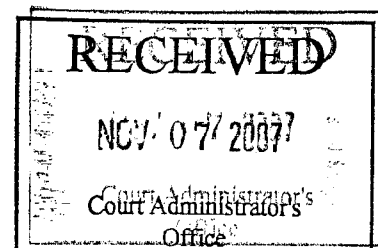
Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972



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

JOSEPH L. R. PALUMBO, SR.,
Plaintiff

vs.

No. 06 – 214 – C.D.

MICHAEL MYERS and CANDI MYERS,
Defendants

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

Plaintiff had leased a residential property to Defendants, and filed this action to recover damages to the premises, as well as for an unpaid water bill and costs incurred in changing the locks after Defendants failed to return the keys. Defendants have filed an Answer and Counterclaim disputing the damages and alleging that they are entitled to the refund of a \$375.00 deposit which they contend was paid to Plaintiff prior to taking possession of the premises.

B. CITATIONS OF LAW OR STATUTE

There are no unusual questions or issues of law involved.

C. WITNESSES

1. Joseph Palumbo, Plaintiff;
2. Tammy Maines, office manager for Plaintiff;
3. John Osman, maintenance manager for Plaintiff;
4. Defendants, on cross-examination.

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

1. Plaintiff and/or his maintenance manager will testify as to the damage to the premises and the costs incurred in repair of same;
2. Plaintiff and/or his maintenance manager will testify as to the costs incurred in payment of the water bill and changing the locks.
3. Plaintiff and/or his office manager will testify as to additional costs incurred in filing with the District Court, etc.

Respectfully submitted,

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN
KIM C. KESNER

CARL A. BELIN
1901-1997
AREA CODE 814
TELEPHONE 765-8972
FAX (814) 765-9893

November 7, 2007

Ronda J. Wisor
Deputy Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

RE: **Joseph L. R. Palumbo, Sr. vs. Michael Myers and Candi Myers**
No. 06-214-C.D.

Dear Ronda:

With regard to the above-referenced matter, enclosed please find the Plaintiff's
Pre-Trial Statement.

Very truly yours,

BELIN, KUBISTA & RYAN



John R. Ryan

JRR/kdm

cc: Michael P. Yeager, Esquire (w/enc.)
Warren B. Mikesell, Esquire (w/enc.)
Trudy Lumadue, Esquire (w/enc.)
Joseph L. R. Palumbo, Sr. (w/enc.)
Michael Myers (w/enc.)
Candi Myers (w/enc.)

HAND DELIVERED