

06-453-CD
Steve Bobby et al vs Bill Brunner et al

2006-453-CD
Steve Bobby et al vs Bill Brunner

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of Clearfield

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 06-453-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 referenced below.

NAME OF APPELLANT Bill Brunner a/k/a William S. Brunner and Marsha G. Brunner	MAG. DIST. NO. 46-3-04	NAME OF D.J. James J. Hawkins
ADDRESS OF APPELLANT 1716 Evergreen Drive	CITY Coalport	STATE PA ZIP CODE 16627
DATE OF JUDGMENT 03/09/06	IN THE CASE OF (Plaintiff) Steve Bobby & Lori Bobby	(Defendant) vs Bill Brunner, et al
DOCKET No. CV-0000019-06	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  Peter F. Smith, Atty for Appellants	
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. 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.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.
_____ Signature of Prothonotary or Deputy		FILED 01/04/06 MAR 27 2006 Atty Smith copies to: William A. Shaw Prothonotary/Clerk of Courts MJD/MSH PTT

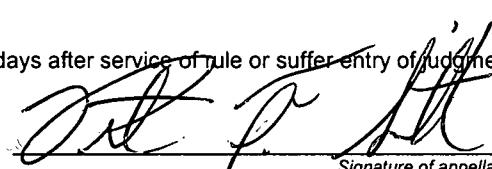
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. 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 Steve Bobby and Lori Bobby appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 06-453-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or attorney or agent

Peter F. Smith, Atty for Appellants

RULE: To Steve Bobby and Lori Bobby, 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 MAY BE ENTERED AGAINST YOU.

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

Date: 3/27/2006


Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

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 of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20_____, by personal service by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20_____, by personal service by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of Clearfield

46th

NOTICE OF APPEAL

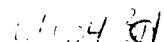
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 06-453-CD

NOTICE OF APPEAL

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NAME OF APPELLANT Bill Brunner a/k/a William S. Brunner and Marsha G. Brunner	MAG. DIST. NO. 46-3-04	NAME OF D.J. James J. Hawkins
ADDRESS OF APPELLANT 1716 Evergreen Drive	CITY Coalport	STATE PA ZIP CODE 16627
DATE OF JUDGMENT 03/09/06	IN THE CASE OF (Plaintiff) Steve Bobby & Lori Bobby	(Defendant) vs Bill Brunner, et al
DOCKET No. CV-0000019-06	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  Peter F. Smith, Atty for Appellants	
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. 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.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL. 
Signature of Prothonotary or Deputy		

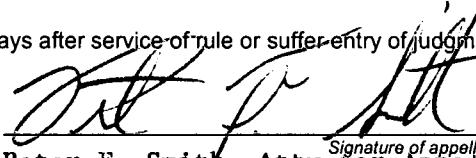
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. 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 Steve Bobby and Lori Bobby appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 06-453-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Peter F. Smith, Atty for Appellants

RULE: To Steve Bobby and Lori Bobby, 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 MAY BE ENTERED AGAINST YOU.

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

Date: 3/27, 2006


Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

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 of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20_____. by personal service by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20_____. by personal service by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address: **251 SPRING ST
PO BOX 362
HOOTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

**BILL BRUNNER
1716 EVERGREEN DR
RR 1
COALPORT, PA 16627**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**BOBBY, STEVE & LORI
689 MAIN ST
PATTON, PA 16668**

VS.

DEFENDANT:

NAME and ADDRESS

**BRUNNER, BILL, ET AL.
1716 EVERGREEN DR
RR 1
COALPORT, PA 16627**

Docket No.: **CV-0000019-06**

Date Filed: **2/08/06**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **BOBBY, STEVE & LORT**

Judgment was entered against: (Name) **BRUNNER, MARSHA**

in the amount of \$ **3,433.50** on: (Date of Judgment) **3/09/06**

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	\$ 3,300.00
Judgment Costs	\$ 133.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,433.50

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.

3-9-06

Date

James L. Hawkins

Magisterial District Judge

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

3-22-06

Date

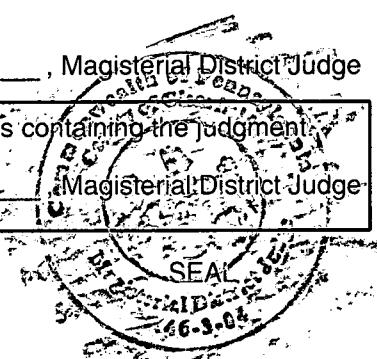
James L. Hawkins

Magisterial District Judge

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

AOPC 315-05

DATE PRINTED: 3/09/06 11:57:55 AM



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING ST**
PO BOX 362
HOOTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362

MARSHA BRUNNER
1716 EVERGREEN DRIVE
RR 1
COALPORT, PA 16627

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

BOBBY, STEVE & LORI
689 MAIN ST
PATTON, PA 16668

DEFENDANT: NAME and ADDRESS

BRUNNER, BILL, ET AL.
1716 EVERGREEN DR
RR 1
COALPORT, PA 16627

Docket No.: **CV-0000019-06**

Date Filed: **2/08/06**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

Judgment was entered for: (Name) **BOBBY, STEVE & LORI**

Judgment was entered against: (Name) **BRUNNER, MARSHA**

in the amount of \$ **3,433.50** on: (Date of Judgment) **3/09/06**

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

Damages will be assessed on: _____

Amount of Judgment	\$ 3,300.00
Judgment Costs	\$ 133.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,433.50

This case dismissed without prejudice. _____

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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

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

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.

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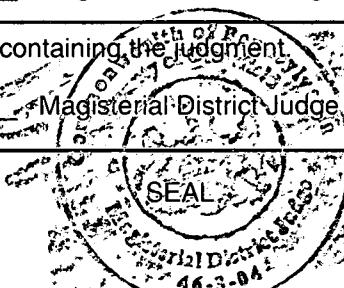
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3-9-06 Date James L. Hawkins, Magisterial District Judge

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

3-22-06 Date James L. Hawkins, Magisterial District Judge

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



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

STEVE BOBBY and : Case No. 2006-453-CJ
LORI BOBBY, :
Plaintiffs :
vs. :
TYPE OF CASE
CIVIL
BILL BRUNNER, et al :
Defendants :
TYPE OF PLEADING
APPEAL FROM DISTRICT
MAGISTRATE'S JUDGMENT
FILED ON BEHALF OF:
DEFENDANTS
Attorney for this party:
Peter F. Smith, Esquire
Supreme Court NO. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED NO
03/04/06
MAR 27 2006
JF

William A. Shaw
Prothonotary/Clerk of Courts

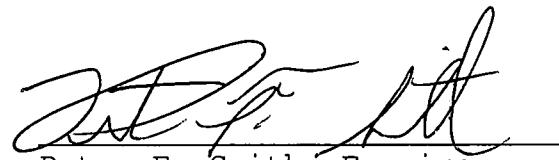
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

STEVE BOBBY and :
LORI BOBBY, :
Plaintiffs :
vs. : Case No. 2006-
: :
BILL BRUNNER et al. :
Defendants :
:

NOTICE OF APPEAL

On behalf of the Defendants, Bill Brunner and Marsha G. Brunner, I appear and appeal the Notice of Judgment entered by District Magistrate dated February 8, 2006.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Defendants

Dated: March 27, 2006

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

STEVE BOBBY and
LORI BOBBY,
Plaintiffs :
vs.
BILL BRUNNER et al.
Defendants :

No. 2006- 453-CD

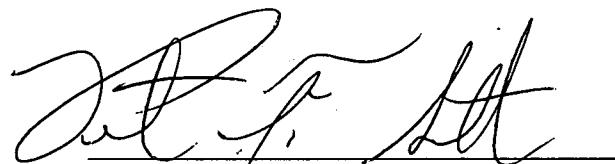
CERTIFICATE OF SERVICE

I, Peter F. Smith attorney for the Defendants in the above-captioned matter, hereby certify
that I served a true and correct copy of the **NOTICE OF APPEAL** and **NOTICE OF
JUDGMENT/TRANSCRIPT** filed in this matter on the Defendants, to the Plaintiffs by U.S. First
Class Mail Postage Prepaid and Certified Mail to the following addresses on March 28, 2006:

CERTIFIED MAIL NO.
7005 0390 0003 7228 9472
Steve Bobby
689 Main Street
Patton, PA 16668

CERTIFIED MAIL NO.
7005 0390 0003 7228 9489
Lori Bobby
689 Main Street
Patton, PA 16668

Respectfully submitted,



Peter F. Smith,
Attorney for Defendants

Date: March 28, 2006

FILED
MAR 29 2006
06/11/06
William A. Shaw
Prothonotary/Clerk of Courts
no 81C

STEVE BOBBY and :
 Lori BOBBY :
 : NO. 2006- 453-CDT
 vs. :
 :
 BILL BRUNNER ET AL:
 :

ATTACHMENTS TO CERTIFICATE OF SERVICE

7005 0390 0003 7228 9472

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(*Domestic Mail Only; No Insurance Coverage Provided*)

For delivery information visit our website at www.usps.com

OFFICIAL USE
PATTON, PA 16668

Postage	\$ 0.39
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.64

0830 04 CLEA
FIELD Postmark Date 03/28/2006

Sent To
STEVE BOBBY
Street, Apt. No.;
or PO Box No. 689 MAIN STREET
City, State, ZIP+4 PATTON, PA 16668

PS Form 3800, June 2002 See Reverse for Instructions

7005 0390 0003 7228 9489

**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(*Domestic Mail Only; No Insurance Coverage Provided*)

For delivery information visit our website at www.usps.com

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City, State, ZIP+4 PATTON, PA 16668

PS Form 3800, June 2002 See Reverse for Instructions

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address: **251 SPRING ST
PO BOX 362
HOUTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

**JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

**BOBBY, STEVE & LORI
689 MAIN ST
PATTON, PA 16668**

NAME and ADDRESS

DEFENDANT:

**BRUNNER, BILL, ET AL.
1716 EVERGREEN DR
RR 1
COALPORT, PA 16627**

NAME and ADDRESS

Docket No.: **CV-0000019-06**
Date Filed: **2/08/06**



2006-453-CD

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **BOBBY, STEVE & LORI**

Judgment was entered against: (Name) **BRUNNER, BILL**

in the amount of \$ **3,433.50** on: (Date of Judgment) **3/09/06**

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 \$ _____

FILED

MAR 29 2006

William A. Shaw
Prothonotary/Clerk of Court

Amount of Judgment	\$ 3,300.00
Judgment Costs	\$ 133.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,433.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

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3-9-06

Date

James L. Hawkins

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

STEPHEN and LORI BOBBY,
Plaintiffs

vs.

WILLIAM and MARSHA BRUNNER,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA
: CIVIL ACTION - LAW
: NO. 06-453-CD
: JURY TRIAL DEMANDED

NOTICE TO DEFEND

FILED
01/12/02
APR 13 2006 (G)
ccpff

**TO: BILL AND MARSHA BRUNNER
C/O PETER F. SMITH, ESQ.
30 SOUTH SECOND STREET
CLEARFIELD, PA 16830**

William A. Shaw
Prothonotary/Clerk of Courts

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 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. You may lose money or property or other rights important to you.

YOU SHOULD CONTACT YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD AN ATTORNEY, GO TO OR TELEPHONE ONE OF THE OFFICES LISTED BELOW:

**COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830
TELEPHONE: 814-765-2641, EXT. 5982**

**MIDPENN LEGAL SERVICES
211 1/2 E. LOCUST ST.
CLEARFIELD, PA 16830
TELEPHONE: 1-800-326-9177
1-800-765-9646**

AMERICANS WITH DISABILITIES ACT OF 1990

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact the Court Administrator's Office, Clearfield County Courthouse, 230 E. Market Street, Clearfield, PA 16830; telephone no. (814) 765-2641. All arrangements must be made at least 72 hours prior to any hearing or business before the Court.

By: Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

STEPHEN and LORI BOBBY,
Plaintiffs

vs.

WILLIAM and MARSHA BRUNNER,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 06-453-CD
:
: JURY TRIAL DEMANDED

COMPLAINT

AND NOW, come Plaintiffs, Stephen and Lori Bobby, and respectfully avers the following:

1. Plaintiffs, Stephen and Lori Bobby, are husband and wife and adult individuals residing at 689 Main Street, Patton, Pennsylvania.
2. Defendants, William and Marsha Brunner, are husband and wife and adult individual residing at RR#1 1716 Evergreen Drive, Coalport, Pennsylvania.
3. Defendants, William and Marsha Brunner are in the business of buying, selling, and/or training of horses and as such, have knowledge and/or a particular skill of horses and their health.
4. As a result of Defendants' particular knowledge and skill, Defendants are merchants as defined by 13 Pa.C.S. §2104.
5. Sometime during the period 2003 to 2004, Defendants purchased a horse known as Terralea's Jazz-Min, a Rocky Mountain horse commonly referred to as Mandy.
6. The horse known as Mandy remained in Defendants' possession from the time of purchase until approximately April 15, 2005.

7. On or about April 15, 2005, Plaintiffs entered into an oral agreement to purchase Mandy from Defendants. The purchase price was \$3,300.

8. Plaintiffs were first-time horse owners and were new to the horse industry.

9. During the negotiations for the purchase of Mandy, Defendants made statements that the horse was healthy, sound and was suitable for riding by Plaintiffs' children.

10. During the evaluation and negotiations of the purchase of Mandy, Defendants made statements to Plaintiffs that her long coat was due to it being a winter coat and that she would shed and become "pretty in the summer".

11. On or about June 15, 2005, Plaintiffs scheduled a farrier to trim Mandy's hooves. At that time, Plaintiffs were advised that the horse had previously suffered from laminitis and that her hooves had sustained damage that would lead to lameness.

12. Throughout the summer of 2005, Mandy continued to experience stumbling and limping consistent with a lameness problem.

13. During September 2005, Plaintiffs had the horse examined by a veterinarian. At that time Plaintiffs were advised that the horse's conditions was not shortness of breath but rather, pain resulting from the damage to her hooves.

14. During November 2005, Plaintiffs began boarding Mandy at a facility.

15. During the boarding, Plaintiffs were advised that the horse required special attention in the cleaning of the stall as a result of excessive urination and water consumption.

16. In December 2005, Plaintiffs again had the horse examined and at that time were advised that the horse suffered from Equine Cushings Disease.

17. During January of 2006, Plaintiffs attempted to return the horse to Defendants based upon the medical condition of the horse that Defendants failed to disclose. Defendants refused to accept delivery of the horse at that time.

COUNT I
BREACH OF WARRANTY

18. Plaintiffs incorporate by reference paragraphs 1 through 17 as though fully set forth herein at length.

19. As part of the oral agreement of sale for the horse known as Mandy, Defendants, as a result of their position as merchants, provided an implied warranty that the horse was merchantable and fit for the particular and ordinary purpose for which it was to be used.

20. As a result of the horse's medical condition, the horse was not merchantable nor was she able to be used for riding on a regular basis.

21. After the discovery of the defects as set forth above, Plaintiffs attempted to rescind the contract and return the horse to the Defendants.

22. Plaintiffs' attempt to return the horse was in a reasonable period of time after discovery of the defects.

23. As a result of Defendants' breach of contract, Plaintiffs were required to incur costs of farrier care, veterinary bills, and boarding expenses as well as medications used in an attempt to cure and/or relieve the horse's condition.

24. As of the date of the hearing, Plaintiff's incurred \$430.00 in farrier care; \$671.00 in veterinary bills; \$1,769.00 in boarding fees; and \$359.00 in medications.

25. In addition to the expenses incurred in the treatment and care of the horse, Plaintiffs sustained lost time from work.

WHEREFORE, Plaintiffs respectfully request judgment be entered in their favor and against Defendants in the amount of \$6,529.00 plus costs, interest, and any other relief the Court deems proper and appropriate under the circumstances.

COUNT 2
FRAUDULENT MISREPRESENTATION

26. Plaintiffs incorporates by reference paragraphs 1 through 25 as though fully set forth herein at length.

27. On or about September 14, 2004, Defendants were the owner of the horse known as Mandy.

28. On or about September 14, 2004, Mandy was evaluated for lameness.

29. Defendants knew or should have known of the horse's previous lameness and founder as well as the horse's condition of Equine Cushings Disease.

30. During the negotiations for the purchase of the horse known as Mandy, Defendants fraudulently misrepresented the condition of the horse's coat knowing full well that the horse suffered from Equine Cushings Disease.

31. During the course of negotiations prior to the purchase, Defendants fraudulently misrepresented the horse's health and the fact that she was not lame nor suffering from any lameness injuries.

32. Defendants knew the statements to be fraudulent at the time they were made.

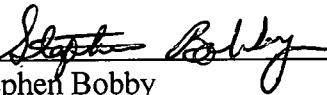
33. Defendants made the statements for the sole purpose of inducing Plaintiffs to purchase the horse.

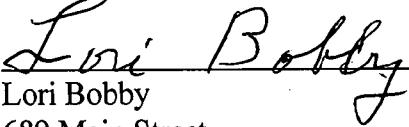
34. Plaintiffs relied on the fraudulent misrepresentations of Defendants all to their great detriment and loss.

35. Plaintiffs are entitled to treble damages as a result of the fraudulent misrepresentation of Defendants.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendants in an amount in excess of \$25,000 plus costs, interest and any other relief the Court deems appropriate.

Respectfully submitted,


Stephen Bobby


Lori Bobby
689 Main Street
Patton, PA 16668

VERIFICATION

We verify that the statements made in the foregoing **COMPLAINT** are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby

Date: 4-13-06

STEPHEN and LORI BOBBY,
Plaintiffs

vs.

WILLIAM and MARSHA BRUNNER,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 06-453-CD
:
: JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

We, Stephen and Lori Bobby, hereby certify that a true and correct copy of the COMPLAINT in the above captioned action was served upon Peter F. Smith, Esquire, 30 S. Second Street, P.O. Box 130, Clearfield, PA 16830 by depositing the same in the United States Mail on 4-13-06.

By: Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

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

STEPHEN BOBBY and
LORI BOBBY,
Plaintiffs

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,
Defendants

No. 2006-453-CD

TYPE OF CASE
CIVIL

TYPE OF PLEADING
ANSWER & NEW MATTER

FILED ON BEHALF OF:
DEFENDANTS

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court NO. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

FILED 300
01/10/01 Atty Smith
MAY 04 2006
W.A. Shaw
Prothonotary/Clerk of Courts

W.A. Shaw
Prothonotary/Clerk of Courts

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

STEPHEN BOBBY and :
LORI BOBBY, :
Plaintiffs :
vs. : No. 2006-453-CD
: :
WILLIAM BRUNNER and :
MARSHA BRUNNER, :
Defendants :
:

NOTICE TO DEFEND

To: Stephen Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

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

Date:

5/21/06



Peter F. Smith, Esquire
Attorney for Defendants
P. O. Box 130
30 South Second Street
Clearfield, PA 16830
(814) 765-5595

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

STEPHEN BOBBY and :
LORI BOBBY, :
Plaintiffs :
vs. : No. 2006-453-CD
:
WILLIAM BRUNNER and :
MARSHA BRUNNER, :
Defendants :
:

ANSWER & NEW MATTER

COMES NOW, the Defendants WILLIAM BRUNNER and MARSHA BRUNNER, by their attorney Peter F. Smith, who answer the complaint as follows:

1. Admitted.
2. Admitted that the Defendants reside at 1716 Evergreen Drive, Coalport, PA 16627, but their address no longer contains "RR#1."
3. Denied as stated. While it is admitted that the Brunners have engaged in the business of buying, selling and/or training horses for a number of years, they are not veterinarians. They have no veterinary training. They do not profess to this particular expertise. They did not represent to Plaintiffs that they had this expertise and could offer only such general statements as to a horse's "health" as a lay person would make.
4. Denied as a legal conclusion. To the extent that a response is required, then it is denied that the Defendants as "merchants" under Article 2 of the Uniform Commercial Code were required to offer veterinary advice as to a horse's health or to diagnose equine diseases.

5. Denied as stated. The Brunners purchased a horse known as Terralea's Jazz-Min which is known as Mandy and which shall be referred to as Mandy throughout these pleadings on June 23, 2003.

6. Admitted.

7. Denied as stated. The Brunners sold two horses to Plaintiff Lori Bobby on April 15, 2005. The sale was documented with a written sales receipt. A true and correct copy of which is attached hereto and incorporated herein by reference as Defendants' Exhibit 1.

The Brunners also provided Plaintiffs with copies of Mandy's veterinary, inoculation and other records for 2005. They specifically told Mrs. Bobby that Mandy had foundered when she was owned by the person from whom the Brunners purchased her.

8. Denied because this averment is beyond the scope of the Brunners' personal knowledge. To the extent that this averment is relevant, strict proof thereof is demanded at trial.

9. Admitted and further averred that those statements were offered by the Brunners as lay people. Mr. Brunner suggested to Mrs. Bobby that she could have the horse examined by a veterinarian of her choice. Mrs. Bobby did not take that opportunity. The Brunners specifically told Mrs. Bobby that Mandy had foundered when she was owned by the person from whom the Brunners purchased her. The Brunners also provided Plaintiffs with Mandy's veterinary, inoculation and other records for 2005.

10. Denied. Mandy has had a long coat since birth.

11. Denied because this averment is beyond the scope of Defendants' personal knowledge. Further denied because a farrier is not qualified to offer expert opinions as to equine health. Although it is admitted that Mandy had foundered prior to June 23, 2003, when she was owned by the person from whom the Brunners purchased her, she had fully recovered and

Defendants were aware of no residual condition that would have led to lameness. Foundering can be caused quickly by improper care.

12. Denied because this averment is beyond the scope of the Defendants' personal knowledge. Also denied because the "stumbling and limping" alleged could be caused by any number of things that occurred subsequent to Plaintiffs' purchase of Mandy which were wholly within Plaintiffs' or their agent's control, such as, improper shoeing, riding the horse too hard, not cooling it down properly after a ride or putting it to pasture too soon in the spring.

Brunners used pads on Mandy's front hooves. Plaintiffs' failure to use pads could cause the conditions of which they complain. They should have sought competent veterinary advice as soon as Mandy displayed any of those conditions and stopped riding her until those conditions were corrected.

13. Denied for the reasons set forth in answer 12 above.

14. Denied because this averment is beyond the scope of Defendants' personal knowledge. To the extent that this averment is relevant, strict proof thereof is demanded at trial.

15. Denied because this averment is beyond the scope of Defendants' personal knowledge. To the extent that this averment is relevant, strict proof thereof is demanded at trial. It is further averred that the complaints of "excessive urination and water consumption" were caused by conditions, care or the lack thereof occurring after the date of sale and wholly beyond the control of the Defendants and completely within the control of the Plaintiffs or their agents.

16. Denied because this averment is beyond the scope of Defendants' personal knowledge. Strict proof of Mandy's diagnosis of Equine Cushings Disease from a duly qualified expert is demanded at trial.

17. Denied. The Plaintiffs wanted to trade Mandy for another horse in January of 2006. At that time, Lori Bobby stated to Defendants that they wanted to trade the horse because Plaintiffs' "kids said Mandy wasn't fast enough." Plaintiffs made no complaint of Equine Cushings Disease, lameness, shortness of breath, excessive urination, excessive consumption of water or other health problems at that time, nor had Plaintiffs given the Defendants notice of such health problems with Mandy on any of the occasions prior to January of 2006 when they spoke.

COUNT I
BREACH OF WARRANTY

18. Paragraphs 1 through 17 of the foregoing answer are incorporated herein by reference as though set forth in full.

19. Denied for the reasons set forth in answer 7 above and further denied that any express or implied warranties were made by the Defendants.

20. Denied. Mandy was sound at the time she was sold by the Defendants to Plaintiffs. Any subsequent problems are the result of their improper use and/or care of Mandy.

21. Denied for the reasons set forth in answer 17 above.

22. Denied. Paragraph 11 of the complaint alleges that the Plaintiffs were advised of Mandy's alleged laminitis or foundering on June 15, 2005. Plaintiffs did not complain to or contact Brunners during the following months. Defendant Marsha Brunner called Lori Bobby in September of 2005. Mrs. Bobby made no complaints at that time. No complaints were offered in January of 2006, and on that occasion, Plaintiffs did not attempt to "return" the horse but rather to trade it for a faster horse.

23. The Brunners deny that that they breached their sales contract with Plaintiffs for the reasons set forth in paragraphs 7, 11, 12, 15 and 20 above. Therefore, they are not liable to

Plaintiffs for any damages.

24. Denied for the reasons set forth in answer 23 and strict proof of these amounts is demanded at trial.

25. Denied for the reasons set forth in answer 23 and strict proof of these amounts is demanded at trial.

WHEREFORE, Defendants pray that the complaint be dismissed with prejudice.

COUNT 2
FRAUDULENT MISREPRESENTATION

26. Paragraphs 1 through 25 of the foregoing answer are incorporated herein by reference as though set forth in full.

27. Admitted.

28. Admitted and further averred that Mandy's earlier lameness was disclosed to Plaintiffs at the time of purchase and that Mandy had recovered from that lameness.

29. Denied. Lameness can be caused by any number of obvious factors. Defendants had never heard of Equine Cushing Disease prior to this litigation. They are not veterinarians and were not qualified to diagnose Equine Cushing Disease, if, in fact, that diagnosis proves true. Mandy's veterinary records show that the Brunners had her regularly and properly vaccinated and treated.

30. Denied for the reasons set forth in paragraphs 7, 9, 10, 11 and 29 above.

31. Denied for the reasons set forth in paragraph 30 above.

32. Denied for the reasons set forth in paragraph 30 above.

33. Denied for the reasons set forth in paragraph 30 above.

34. Denied for the reasons set forth in paragraph 30 above.

35. Denied for the reasons set forth in paragraph 30 above and further denied that Pennsylvania law does not entitle Plaintiffs to treble damages.

WHEREFORE, Defendants pray that the Complaint be dismissed with prejudice.

NEW MATTER

36. Paragraphs 1 through 35 of the foregoing answer are incorporated herein by reference as though set forth in full.

37. Plaintiffs have had full possession, use and control of Mandy from April 15, 2005 through the present.

38. After April 15, 2005, the Brunners were no longer responsible for and had no role in the care of Mandy. To the extent that Mandy did develop any of the conditions recited in the complaint, they are the result of Plaintiffs' inexperience, lack of knowledge, misuse of Mandy, failure to provide her with proper care and failure to provide her with proper veterinary care.

39. Plaintiffs were negligent because they did not educate themselves about the proper care and handling of horses and/or failed to secure assistance from qualified experts.

40. Plaintiffs aver in paragraph 11 of the complaint that they were first advised of Mandy's laminitis on June 15, 2005. However, they failed to advise the Brunners of this and continued to ride Mandy through January of 2006.

41. Plaintiffs were negligent in failing to further investigate this matter, and failing to properly review the veterinary records with which the Brunners and Mandy's veterinarian provided them, failing to secure any necessary veterinary or other professional care for Mandy, failing to notify the Brunners and continuing to use the horse hard.

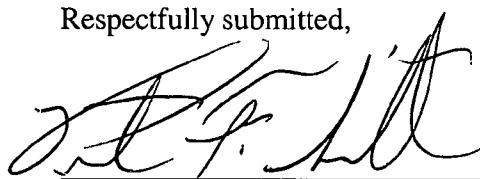
42. Plaintiffs are estopped from asserting liability against the Brunners for the foregoing reasons.

43. Plaintiffs' claim against the Brunners is barred because they failed to act in a timely and reasonable manner to properly protect their interests and the health of Mandy.

44. Plaintiffs' claim against the Brunners is barred because they failed to act in a timely manner and thereby denying the Brunners an opportunity to offer timely advice and perhaps offer assistance thereby reducing the alleged damages.

45. Plaintiffs' claim against the Brunners is barred because they failed to mitigate their damages for the reasons set forth in paragraphs 39 through 44 above.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Defendants

Date: May 4, 2006

VERIFICATION

We do hereby swear and affirm that we have read the foregoing Answer & New Matter and it is true and accurate to the best of our information, knowledge and belief. Furthermore, we understand that the same is made pursuant to 18 Pa.C.S.A. 4904, relating to unsworn falsification to authorities.

Dated: 5-3-06

William Brunner
William Brunner

Dated: 5-3-06

Marsha Brunner
Marsha Brunner

348978

CUSTOMER'S ORDER NO.		DATE <i>4/10/2005</i>				
NAME <i>Ken Robbie</i>						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION		PRICE	AMOUNT		
1	<i>11 y.o. colt</i>			<i>14000</i>		
2	<i>Rocky Mtn</i>			<i>28000</i>		
3	<i>Mare</i>			<i>33000</i>		
4	<i>11 y.o. colt</i>					
5	<i>12 y.o. colt</i>					
6	<i>Fox Trotter</i>					
7	<i>Mare</i>			<i>29000</i>		
8				<i>Subtotal 620000</i>		
9				<i>hauling 5800</i>		
10						
11						
12	<i>Total</i>			<i>624800</i>		
RECEIVED BY <i>Michael Brunner</i>						
adams 7705		KEEP THIS SLIP FOR REFERENCE				

EXHIBIT 1

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

STEPHEN BOBBY and :
LORI BOBBY, :
Plaintiffs :
vs. : No. 2006-453-CD
: :
WILLIAM BRUNNER and :
MARSHA BRUNNER, :
Defendants :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Defendants in the above-captioned matter, hereby certify
that I served a true and correct copy of the Defendants' **ANSWER & NEW MATTER** on the
Plaintiffs by U.S. First Class Mail, Postage Prepaid to the following addresses on May 4, 2006:

Steve Bobby
689 Main Street
Patton, PA 16668

Lori Bobby
689 Main Street
Patton, PA 16668

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Defendants
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: May 4, 2006

FILED NO cc
MAY 04 2006
William A. Shaw
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Stephen and Lori Bobby
(Plaintiff)

CIVIL ACTION

No. 06-453-CD

Type of Case: _____

Type of Pleading: Plaintiffs' Reply to
Defendant's New Matter

Filed on Behalf of:

Stephen and Lori Bobby
(Plaintiff/Defendant)

VS.

William and Marsha Brunner
(Defendant)

(Street Address)

(City, State ZIP)

FILED

MAY 15 2006

0/8:35 (am)
William A. Shaw
Prothonotary/Clerk of Courts

1 CENT TO PLFF

Stephen Bobby
(Filed by)

689 main ST. Patton, Pa. 16668
(Address)

(814) 247-6574
(Phone)

Stephen Bobby
(Signature)

STEPHEN and LORI BOBBY,
Plaintiffs
vs.
WILLIAM and MARSHA BRUNNER,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA
: CIVIL ACTION - LAW
: NO. 06-453-CD
: JURY TRIAL DEMANDED

PLAINTIFFS' REPLY TO DEFENDANT'S NEW MATTER

36. No response is required.
37. Admitted in part, denied in part. Mandy died on March 26, 2006.
38. Denied. While it is admitted that the Brunners had no role in the care of Mandy after April 15, 2005, it is specifically denied that Mandy developed the conditions as set forth in the Complaint after that date. It is further denied that those conditions arose as a result of Plaintiffs' inexperience, lack of knowledge, misuse of Mandy, or failure to provide her with proper veterinary care. To the contrary, those conditions existed at the time of the sale on April 15, 2005 and were known to Defendants at that time.
39. Denied. It is specifically denied that Plaintiffs were negligent in any manner. By way of further answer, it is denied that they did not educate themselves about the proper care and handling of horses and/or failed to secure the assistance of qualified experts.
40. Admitted in part, denied in part. It is denied that Plaintiffs failed to advise the Brunners of the laminitis. By way of further answer, it is denied that the laminitis was of such a degree as to render Mandy incapable of being ridden.

41. Denied. It is specifically denied Plaintiffs were negligent in failing to further investigate the sale of the horse or any other matter as alleged in Defendants' New Matter. It is further denied that Plaintiffs failed to properly review the veterinary records with which the Brunners and Mandy's veterinarian provided them. By way of further answer, the only record that was provided by the Brunners was the vaccination records. It is further denied that the Plaintiffs failed to secure the necessary and/or professional care for Mandy or failed to notify the Brunners of the horse's condition. It is further denied that the Plaintiffs used Mandy "hard" as alleged in Defendants' New Matter.

42. Denied. This is a conclusion of law to which no response is required.

43. Denied. This is a conclusion of law to which no response is required. By way of further answer, Plaintiffs took all reasonable steps to protect their interests as well as the health of the horse.

44. Denied. This is a conclusion of law to which no response is required. By way of further answer, Plaintiffs advised the Brunners of the horse's condition and the Brunners refused to accept the return of the horse.

45. Denied. This is a conclusion of law to which no response is required.

Respectfully submitted,

By: Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

VERIFICATION

We verify that the statements made in the foregoing **REPLY TO NEW MATTER** are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby

Date: 5-14-04

STEPHEN and LORI BOBBY,
Plaintiffs

vs.

WILLIAM and MARSHA BRUNNER,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA
:
: CIVIL ACTION - LAW
:
: NO. 06-453-CD
:
: JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

We, Stephen and Lori Bobby, hereby certify that a true and correct copy of the REPLY TO NEW MATTER in the above captioned action was served upon Peter F. Smith, Esquire, 30 S. Second Street, P.O. Box 130, Clearfield, PA 16830 by depositing the same in the United States Mail on 5-15-06.

By: Stephen Bobby
Stephen Bobby

Lori Bobby

Lori Bobby
689 Main Street
Patton, PA 16668

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

STEPHEN BOBBY and
LORI BOBBY,

Plaintiffs

No. 2006-453-CD

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,

Defendants

FILED

AUG 02 2006

012-156
William A. Shaw
Prothonotary/Clerk of Courts

W/C/C

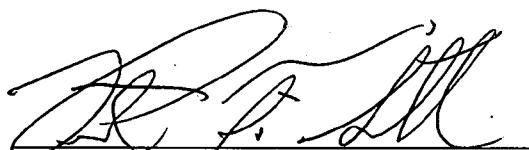
CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Defendants in the above-captioned matter, hereby certify that I served a true and correct copy of the **INTERROGATORIES and REQUEST FOR PRODUCTION OF DOCUMENTS** on the Plaintiffs by U.S. First Class Mail, Postage Prepaid to the following addresses on July 31, 2006:

Steve Bobby
689 Main Street
Patton, PA 16668

Lori Bobby
689 Main Street
Patton, PA 16668

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Defendants
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: July 31, 2006

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

2006-453-CJ

DATE PRESENTED 9-12-06

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME

Date Complaint () Jury () Non-Jury
Filed: (X) Arbitration

2 days/hours

Stephen and Lori, Bobby
PLAINTIFF(S)

Bill and Marsha Brunner ()
DEFENDANT(S) Check block if a Minor
is a Party to the Case

ADDITIONAL DEFENDANT(S)

FILED

SEP 12 2006

01/10/2006

William A. Shaw

copy to CJA

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED

Prothonotary/Clerk of Courts
no Client copy

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than
& () yes () no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel:

John Soller

Steve & Lori, Bobby
FOR THE PLAINTIFF

814-247-6574
TELEPHONE NUMBER

Attorney Peter Smith
FOR THE DEFENDANT

814-725-5595
TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

STEPHEN AND LORI BOBBY :
vs. : No. 06-453-CD
BILL AND MARSHA BRUNNER :
:

FILED 6CC
9/2/2007 C/A
JAN 19 2007 Will Serve
GW

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 19 day of January, 2007, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Friday, March 9, 2007 at 9:00 A.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

William C. Kriner, Esquire, Chairman

Gary A. Knaresboro, Esquire

Blaise Ferraraccio, 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

STEPHEN BOBBY and :
LORI BOBBY, :
Plaintiffs : No. 2006-453-CD
vs. :
: :
WILLIAM BRUNNER and :
MARSHA BRUNNER, :
Defendants :
:

FILED

MAR 02 2007
0100451-
William A. Shaw
Prothonotary/Clerk of Courts
cc 4c

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Defendants in the above-captioned matter, hereby certify that I Hand Delivered an original PRE-TRIAL STATEMENT and sent true and correct copies on the Plaintiffs and Board of Arbitration by U.S. First Class Mail, Postage Prepaid to the following addresses on March 1, 2007:

HAND DELIVERED

Ronda Wisor, Deputy Ct Adm.
Clearfield County Courthouse
Clearfield, PA 16830

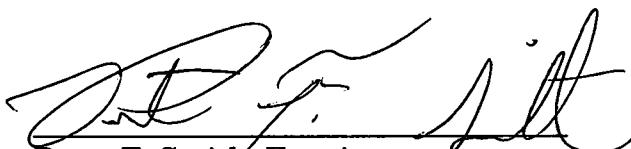
Stephen Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

William C. Kriner, Esquire
219 East Market Street
P.O Box 1425
Clearfield, PA 16830

Gary A. Knaresboro, Esquire
33 Beaver Drive, Suite 2
DuBois, PA 15801

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

Respectfully submitted,


Peter F. Smith, Esquire
Attorney for Defendants
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: March 1, 2007

cc: Mr. & Ms. William S. Brunner

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Steve Bobby and Lori Bobby

vs.

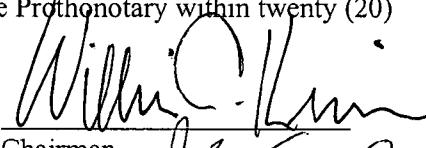
Bill Brunner

No. 2006-00453-CD

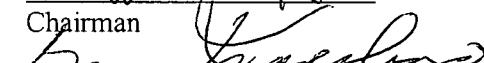
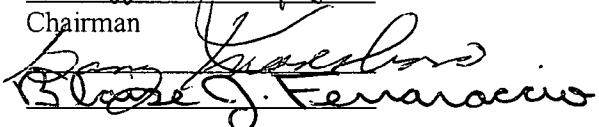
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 9th day of March, 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.

William C. Kriner, Esq.

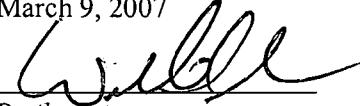

Chairman

Gary A. Knaresboro, Esq.

Blaise Ferraraccio, Esq.

Sworn to and subscribed before me this
March 9, 2007

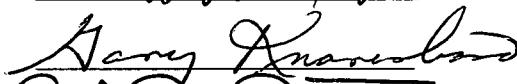

Prothonotary

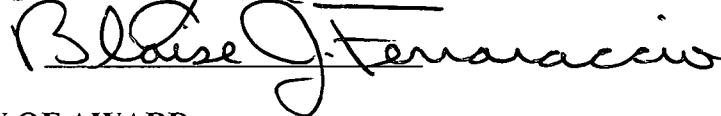
AWARD OF ARBITRATORS

Now, this 9th day of March, 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:

Award for Defendants on Plaintiffs' Complaint
by a 2 to 1 decision, Attorney Ferraraccio dis-
senting.


Chairman


Gary Knaresboro

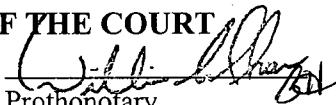

Blaise Ferraraccio

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 9th day of March, 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 _____

FILED
Notice to
OJ/OD/ON Aff and Atty P. Smith
MAR 09 2007

Plaintiff
William A. Shaw 689 Main St.
Prothonotary/Clerk of Courts
Pittston, PA 16108

Steve Bobby and Lori Bobby

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2006-00453-CD

Vs.

Bill Brunner

COPY

NOTICE OF AWARD

TO: STEVE BOBBY and LORI BOBBY

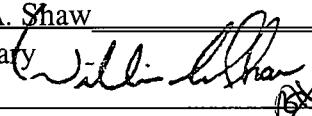
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 9, 2007, and have awarded:

Award for Defendants on Plaintiffs' Complaint by a 2 to 1 decision, Attorney Ferraraccio dissenting.

William A. Shaw

Prothonotary

By



March 9, 2007

Date

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

Steve Bobby and Lori Bobby

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2006-00453-CD

:

Bill Brunner

COPY

NOTICE OF AWARD

TO: PETER F. SMITH

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 9, 2007, and have awarded:

Award for Defendants on Plaintiffs' Complaint by a 2 to 1 decision, Attorney Ferraraccio dissenting.

William A. Shaw

Prothonotary

By



March 9, 2007

Date

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Steve Bobby & Lor. Bobby
(Plaintiff)

CIVIL ACTION

189 Main St
(Street Address)

NO. 2006 - 00453. CD

PATTON PA 16668
(City, State ZIP)

Type of Case: 3-9-07 Arbitration

Type of Pleading: Appeal

vs.

Filed on Behalf of:

Bill Brunner + Marsha Brunner
(Defendant)

Steve Bobby
(Plaintiff/Defendant)

(Street Address)

(City, State ZIP)

Steve Bobby
(Filed by)

689 Main St PATON PA 16668
(Address)

814-247-6574
(Phone)

FILED No.

(Signature)

09:15 AM MAR 19 2007 Piff pd.
\$500.00

William A. Shaw
Prothonotary/Clerk of Courts

NOTICE OF APPEAL
FROM AWARD OF BOARD OF ARBITRATORS

TO THE PROTHONOTARY:

Notice is given that *Steve & Lori Bobby* Case No. 2006-00453 CA
appeal from the award of the board of arbitrators entered in this case on
3-9-07

A jury trial is demanded [Check box if a jury trial is demanded. Otherwise jury trial is waived.)

I hereby certify that

(1) the compensation of the arbitrators has been paid,

or

(2) application has been made for permission to proceed in forma pauperis. (Strike out the inapplicable clause.)

Steve Bobby
Lori Bobby

3-19-07

CA

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

STEVE and LORI BOBBY : NO. 06-453-CD
:
V. :
:
BILL BRUNNER and :
MARSHA BRUNNER :
:

ORDER

AND NOW, this 24th day of August, 2007, this being the date set for Pre-Trial Conference: the Plaintiffs having requested a continuance of this matter to the next term of Civil Court, it is the ORDER of this Court that said request shall be and is hereby GRANTED. Trial in this matter shall be continued until the next term of Civil Court. Pre-Trial Conference shall be held on the 8th day of November, 2007 in Judges Chambers beginning at 10:30 o'clock A.M.

It is the ORDER of this Court that Plaintiffs shall provide to Peter Smith, Esquire, defense counsel, the name of their expert within no more than thirty (30) days from today's date. Plaintiffs shall then provide their expert's report to defense counsel thirty (30) days thereafter.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED *cc: Piff*
01/24/2007 *689 Main St.*
AUG 30 2007 *Patton, PA 16668*

William A. Shaw
Prothonotary/Clerk of Courts
2CC Atty P. Smith
(6k)

FILED

AUG 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/30/07

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
 Special Instructions:

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

STEPHEN BOBBY and :
LORI BOBBY, :
Plaintiffs :
vs. : NO. 2006-453-CD
: :
WILLIAM BRUNNER and :
MARSHA BRUNNER, :
Defendants :
:

PRAECIPE TO SETTLE & DISCONTINUE

To: William A. Shaw, Sr. Clearfield County Prothonotary

Dear Sir:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that this action be marked "SETTLED & DISCONTINUED."

Respectfully submitted,

Date: 10-12-07

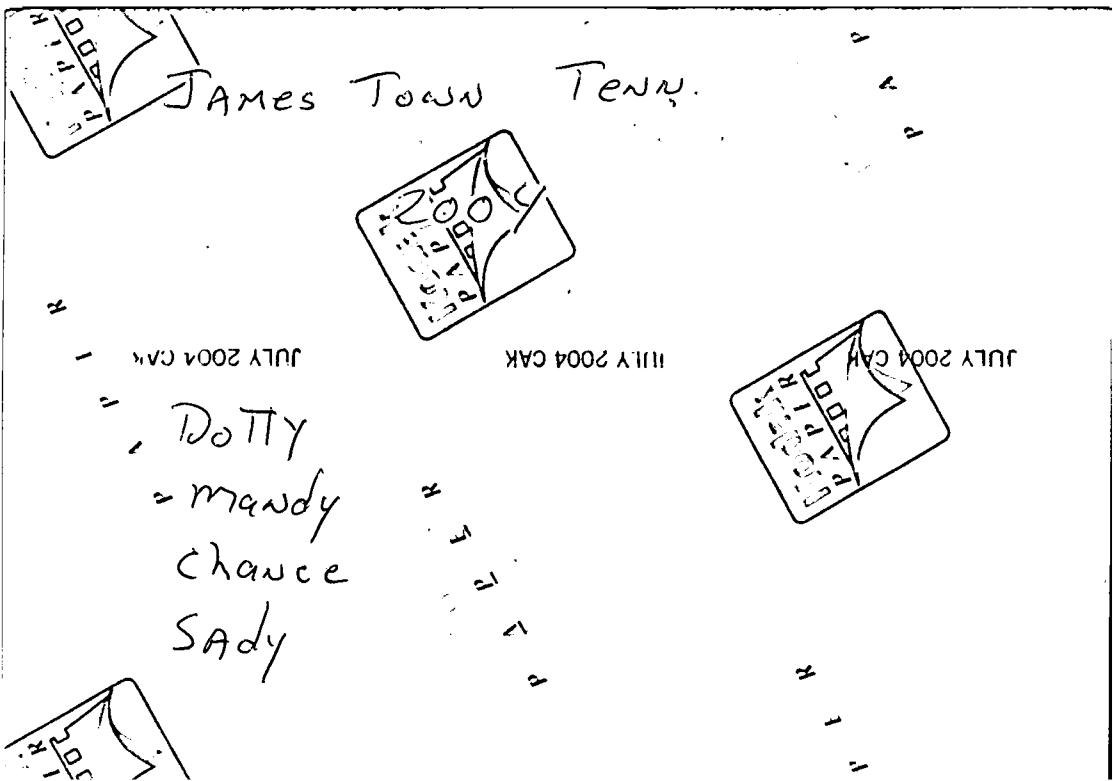

Stephen Bobby


Lori Bobby

cc: Peter F. Smith, Attorney
William & Marsha Brunner

FILED 2CC
01/10/14 2007 to Atty Smith
OCT 30 2007
William A. Shaw
Prothonotary/Clerk of Courts
No Certificate needed
6K





PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@uplink.net

February 28, 2007

HAND DELIVER
Ronda Wisor, Deputy Ct Adm.
Clearfield County Courthouse
Clearfield, PA 16830

Stephen Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

William C. Kriner, Esquire
219 East Market Street
P.O Box 1425
Clearfield, PA 16830

Gary A. Knaresboro, Esquire
33 Beaver Drive, Suite 2
DuBois, PA 15801

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

Re: Bobby vs. Brunner
Clearfield County Docket No. 2006-453-CD

Dear Ladies and Gentlemen:

I enclose a copy of the Defendants' Pre-Trial Statement. This is submitted for the arbitration scheduled at 9:00 a.m. on Friday, March 9, 2007.

Sincerely,



Peter F. Smith

PFS/jac
Enclosure

cc: Mr. & Ms. Brunner

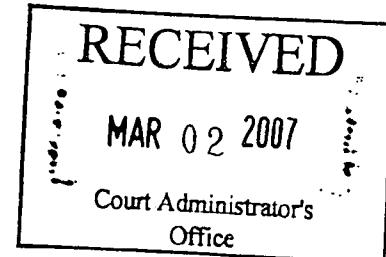
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA CIVIL DIVISION

STEPHEN BOBBY and
LORI BOBBY,
Plaintiffs

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,
Defendants

No. 2006-453-CD



DEFENDANTS' PRETRIAL STATEMENT

I. FACTS: Plaintiff Lori Bobby purchased a horse known as Mandy from Defendants on April 15, 2005. It was 11 years old at the time of purchase. Its official name was Terra Lea's Jazz Min.

Mr. and Mrs. Brunner have bought, sold and trained horses for a number of years. Mr. & Mrs. Brunner believe that Mandy was sound when she was sold to the Plaintiffs. However they are not veterinarians, and they are not qualified to diagnosis equine illnesses. They made no specific representations to Mr. & Mrs. Bobby about the health of Mandy either before or at the time of her sale.

Ms. Bobby was given the opportunity to have a pre-purchase examination performed by a qualified veterinarian. She declined.

Mandy fractured a front leg in early 2006, and the Bobby's had her put down.

Mr. & Mrs. Bobby maintain that the fracture of Mandy's leg was secondary to a condition known as Equine Cushing's Disease. They maintain that the Brunners either knew or reasonably should have known that Mandy had Cushing's Disease at the time of sale.

The Bobbys do not have an opinion from a qualified expert stating that Mandy suffered from Equine Cushing's Disease, and they cannot prove to a reasonable degree of certainty within veterinary science that this disease caused her leg to fracture.

The Bobbys do not have evidence that Mandy had been diagnosed with Cushing's disease prior to her sale, nor do they have facts that indicate that a reasonable horse owner, such as the Brunners, should have known that Mandy suffered from Equine Cushing's Disease.

Mandy had suffered a period of lameness a year or two prior to sale, but she had fully recovered.

II. WITNESSES:

William S. Brunner -
1716 Evergreen Drive
Coalport, PA 16627

Liability & Damages

Marsha G. Brunner
1716 Evergreen Drive
Coalport, PA 1662

Liability & Damages

Scott McAllister, DVM
164 Tussey Sink Road
Centre Hall, PA 16828

Liability

Defendants reserve the right to call any necessary rebuttal witnesses.

III. **DAMAGES:** Plaintiffs cannot carry their burden of proof to establish liability. Therefore they are entitled to no damages.

IV. **EVIDENTIARY ISSUES:** Equine Cushing's Disease is complex and difficult to diagnose even for veterinarians equipped with modern testing resources. Non-experts lack the requisite knowledge, experience and veterinary resources to make the diagnosis and to establish a causal connection of this horse's fractured leg and Cushing's disease. In the absence of such expert testimony, Plaintiffs' case must fail. Smith v. German, 434 Pa. 47, 50-51, 253 A.2d 107, 108-109 (1969).

Defendants anticipate that the Plaintiffs will attempt to use hearsay evidence to prove this and other issues.

Respectfully submitted:

Date: 3/11/07



Peter F. Smith
Attorney for the Defendants

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

STEPHEN BOBBY and
LORI BOBBY,
Plaintiffs

No. 2006-453-CD

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,
Defendants

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Defendants in the above-captioned matter, hereby certify that I Hand Delivered an original **PRE-TRIAL STATEMENT** and sent true and correct copies on the Plaintiffs and Board of Arbitration by U.S. First Class Mail, Postage Prepaid to the following addresses on March 1, 2007:

HAND DELIVERED
Ronda Wisor, Deputy Ct Adm.
Clearfield County Courthouse
Clearfield, PA 16830

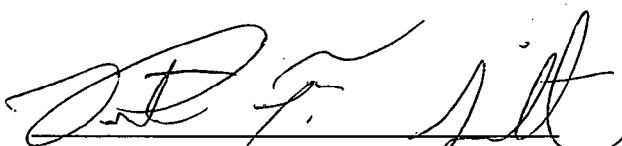
Stephen Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

William C. Kriner, Esquire
219 East Market Street
P.O Box 1425
Clearfield, PA 16830

Gary A. Knaresboro, Esquire
33 Beaver Drive, Suite 2
DuBois, PA 15801

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

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Defendants
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: March 1, 2007

cc: Mr. & Ms. William S. Brunner

VERIFICATION

We verify that the statements made in the foregoing pretrial statement are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby

Date: 2-20-07

06-453-C

809

3.9
Arbitration

February 20, 2007

**Stephen and Lori Bobby,
Plaintiffs**

**In The Court Of Common Pleas
Clearfield County, PA**

VS

Civil Action – Law

**William and Marsha Brunner,
Defendants**

NO. 06 – 453 – CD

PRE-TRIAL STATEMENT

TO – COURT ADMINISTRATOR'S OFFICE

Copies to – Peter Smith, Esquire
William Kriner, Esquire
Gary Knaresboro, Esquire
Blaise Ferraraccio, Esquire

Contents – a. Statement of Case
b. List of subpoenaed witnesses
c. Statement of damages and copies of bills.

RECEIVED

FEB 23 2007

**Court Administrator's
Office**

a. Statement of case:

1. Complaint
2. Answer & new matter
3. Plaintiffs reply to defendants new matter
4. Interrogatories
5. Request for production

b. Subpoenaed witnesses:

1. **Dr. Scott McAllister**
164 Tussey Sink Road
Centre Hall, PA 16828
814-234-7415
2. **Andrew Reed – Certified Farrior**
294 Beech Road
Patton, PA 16668
814-674-3379
3. **Rockin K Stables**
Kristie Commons – Owner and Trainer
Laurel Drive
Hastings, PA 16646
814-248-2519

c. Statement of damages:

1. Purchase price	\$3300.00
2. Boarding fees	\$1855.00
3. Veterinarian bills	671.00
4. Farrior care	640.00
5. Medications	348.82
6. Lawyer fees	500.00
7. Removal of deceased horse	100.00
8. Lost wages – Lori Bobby	971.60
9. Lost wages – Steve Bobby	342.00
10. Court fee magistrate level	133.00
11. Arbitration fee	20.00
12. Fee for subpoenas	12.00
13. Certified mail	25.44
14. Hauling costs	48.00
	<hr/>
	\$8962.22

STEPHEN and LORI BOBBY,
Plaintiffs

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA

vs.

WILLIAM and MARSHA BRUNNER,
Defendants

CIVIL ACTION - LAW

NO. 06-453-CD

JURY TRIAL DEMANDED

COMPLAINT

AND NOW, come Plaintiffs, Stephen and Lori Bobby, and respectfully avers the following:

1. Plaintiffs, Stephen and Lori Bobby, are husband and wife and adult individuals residing at 689 Main Street, Patton, Pennsylvania.
2. Defendants, William and Marsha Brunner, are husband and wife and adult individual residing at RR#1 1716 Evergreen Drive, Coalport, Pennsylvania.
3. Defendants, William and Marsha Brunner are in the business of buying, selling, and/or training of horses and as such, have knowledge and/or a particular skill of horses and their health.
4. As a result of Defendants' particular knowledge and skill, Defendants are merchants as defined by 13 Pa.C.S. §2104.
5. Sometime during the period 2003 to 2004, Defendants purchased a horse known as Terralea's Jazz-Min, a Rocky Mountain horse commonly referred to as Mandy.
6. The horse known as Mandy remained in Defendants' possession from the time of purchase until approximately April 15, 2005.

7. On or about April 15, 2005, Plaintiffs entered into an oral agreement to purchase Mandy from Defendants. The purchase price was \$3,300.

8. Plaintiffs were first-time horse owners and were new to the horse industry.

9. During the negotiations for the purchase of Mandy, Defendants made statements that the horse was healthy, sound and was suitable for riding by Plaintiffs' children.

10. During the evaluation and negotiations of the purchase of Mandy, Defendants made statements to Plaintiffs that her long coat was due to it being a winter coat and that she would shed and become "pretty in the summer".

11. On or about June 15, 2005, Plaintiffs scheduled a farrier to trim Mandy's hooves. At that time, Plaintiffs were advised that the horse had previously suffered from laminitis and that her hooves had sustained damage that would lead to lameness.

12. Throughout the summer of 2005, Mandy continued to experience stumbling and limping consistent with a lameness problem.

13. During September 2005, Plaintiffs had the horse examined by a veterinarian. At that time Plaintiffs were advised that the horse's condition was not shortness of breath but rather, pain resulting from the damage to her hooves.

14. During November 2005, Plaintiffs began boarding Mandy at a facility.

15. During the boarding, Plaintiffs were advised that the horse required special attention in the cleaning of the stall as a result of excessive urination and water consumption.

16. In December 2005, Plaintiffs again had the horse examined and at that time were advised that the horse suffered from Equine Cushings Disease.

17. During January of 2006, Plaintiffs attempted to return the horse to Defendants based upon the medical condition of the horse that Defendants failed to disclose. Defendants refused to accept delivery of the horse at that time.

COUNT I
BREACH OF WARRANTY

18. Plaintiffs incorporate by reference paragraphs 1 through 17 as though fully set forth herein at length.

19. As part of the oral agreement of sale for the horse known as Mandy, Defendants, as a result of their position as merchants, provided an implied warranty that the horse was merchantable and fit for the particular and ordinary purpose for which it was to be used.

20. As a result of the horse's medical condition, the horse was not merchantable nor was she able to be used for riding on a regular basis.

21. After the discovery of the defects as set forth above, Plaintiffs attempted to rescind the contract and return the horse to the Defendants.

22. Plaintiffs' attempt to return the horse was in a reasonable period of time after discovery of the defects.

23. As a result of Defendants' breach of contract, Plaintiffs were required to incur costs of farrier care, veterinary bills, and boarding expenses as well as medications used in an attempt to cure and/or relieve the horse's condition.

24. As of the date of the hearing, Plaintiff's incurred \$430.00 in farrier care; \$671.00 in veterinary bills; \$1,769.00 in boarding fees; and \$359.00 in medications.

25. In addition to the expenses incurred in the treatment and care of the horse, Plaintiffs sustained lost time from work.

WHEREFORE, Plaintiffs respectfully request judgment be entered in their favor and against Defendants in the amount of \$6,529.00 plus costs, interest, and any other relief the Court deems proper and appropriate under the circumstances.

COUNT 2
FRAUDULENT MISREPRESENTATION

26. Plaintiffs incorporates by reference paragraphs 1 through 25 as though fully set forth herein at length.

27. On or about September 14, 2004, Defendants were the owner of the horse known as Mandy.

28. On or about September 14, 2004, Mandy was evaluated for lameness.

29. Defendants knew or should have known of the horse's previous lameness and founder as well as the horse's condition of Equine Cushings Disease.

30. During the negotiations for the purchase of the horse known as Mandy, Defendants fraudulently misrepresented the condition of the horse's coat knowing full well that the horse suffered from Equine Cushings Disease.

31. During the course of negotiations prior to the purchase, Defendants fraudulently misrepresented the horse's health and the fact that she was not lame nor suffering from any lameness injuries.

32. Defendants knew the statements to be fraudulent at the time they were made.

33. Defendants made the statements for the sole purpose of inducing Plaintiffs to purchase the horse.

34. Plaintiffs relied on the fraudulent misrepresentations of Defendants all to their great detriment and loss.

35. Plaintiffs are entitled to treble damages as a result of the fraudulent misrepresentation of Defendants.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendants in an amount in excess of \$25,000 plus costs, interest and any other relief the Court deems appropriate.

Respectfully submitted,

Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

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

STEPHEN BOBBY and
LORI BOBBY,

Plaintiffs

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,

Defendants

No. 2006-453-CD

TYPE OF CASE
CIVIL

TYPE OF PLEADING
ANSWER & NEW MATTER

FILED ON BEHALF OF:
DEFENDANTS

Attorney for this party:
Peter F. Smith, Esquire
Supreme Court NO. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

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

MAY 04 2006

Attest:

William B. Ritter
Prothonotary/
Clerk of Courts

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

STEPHEN BOBBY and :
LORI BOBBY, :
Plaintiffs :
vs. : No. 2006-453-CD
:
WILLIAM BRUNNER and :
MARSHA BRUNNER, :
Defendants :
:

ANSWER & NEW MATTER

COMES NOW, the Defendants WILLIAM BRUNNER and MARSHA BRUNNER, by their attorney Peter F. Smith, who answer the complaint as follows:

1. Admitted.
2. Admitted that the Defendants reside at 1716 Evergreen Drive, Coalport, PA 16627, but their address no longer contains "RR#1."
3. Denied as stated. While it is admitted that the Brunners have engaged in the business of buying, selling and/or training horses for a number of years, they are not veterinarians. They have no veterinary training. They do not profess to this particular expertise. They did not represent to Plaintiffs that they had this expertise and could offer only such general statements as to a horse's "health" as a lay person would make.
4. Denied as a legal conclusion. To the extent that a response is required, then it is denied that the Defendants as "merchants" under Article 2 of the Uniform Commercial Code were required to offer veterinary advice as to a horse's health or to diagnose equine diseases.

5. Denied as stated. The Brunners purchased a horse known as Terralea's Jazz-Min which is known as Mandy and which shall be referred to as Mandy throughout these pleadings on June 23, 2003.

6. Admitted.

7. Denied as stated. The Brunners sold two horses to Plaintiff Lori Bobby on April 15, 2005. The sale was documented with a written sales receipt. A true and correct copy of which is attached hereto and incorporated herein by reference as Defendants' Exhibit 1.

The Brunners also provided Plaintiffs with copies of Mandy's veterinary, inoculation and other records for 2005. They specifically told Mrs. Bobby that Mandy had foundered when she was owned by the person from whom the Brunners purchased her.

8. Denied because this averment is beyond the scope of the Brunners' personal knowledge. To the extent that this averment is relevant, strict proof thereof is demanded at trial.

9. Admitted and further averred that those statements were offered by the Brunners as lay people. Mr. Brunner suggested to Mrs. Bobby that she could have the horse examined by a veterinarian of her choice. Mrs. Bobby did not take that opportunity. The Brunners specifically told Mrs. Bobby that Mandy had foundered when she was owned by the person from whom the Brunners purchased her. The Brunners also provided Plaintiffs with Mandy's veterinary, inoculation and other records for 2005.

10. Denied. Mandy has had a long coat since birth.

11. Denied because this averment is beyond the scope of Defendants' personal knowledge. Further denied because a farrier is not qualified to offer expert opinions as to equine health. Although it is admitted that Mandy had foundered prior to June 23, 2003, when she was owned by the person from whom the Brunners purchased her, she had fully recovered and

Defendants were aware of no residual condition that would have led to lameness. Foundering can be caused quickly by improper care.

12. Denied because this averment is beyond the scope of the Defendants' personal knowledge. Also denied because the "stumbling and limping" alleged could be caused by any number of things that occurred subsequent to Plaintiffs' purchase of Mandy which were wholly within Plaintiffs' or their agent's control, such as, improper shoeing, riding the horse too hard, not cooling it down properly after a ride or putting it to pasture too soon in the spring.

Brunners used pads on Mandy's front hooves. Plaintiffs' failure to use pads could cause the conditions of which they complain. They should have sought competent veterinary advice as soon as Mandy displayed any of those conditions and stopped riding her until those conditions were corrected.

13. Denied for the reasons set forth in answer 12 above.

14. Denied because this averment is beyond the scope of Defendants' personal knowledge. To the extent that this averment is relevant, strict proof thereof is demanded at trial.

15. Denied because this averment is beyond the scope of Defendants' personal knowledge. To the extent that this averment is relevant, strict proof thereof is demanded at trial. It is further averred that the complaints of "excessive urination and water consumption" were caused by conditions, care or the lack thereof occurring after the date of sale and wholly beyond the control of the Defendants and completely within the control of the Plaintiffs or their agents.

16. Denied because this averment is beyond the scope of Defendants' personal knowledge. Strict proof of Mandy's diagnosis of Equine Cushings Disease from a duly qualified expert is demanded at trial.

17. Denied. The Plaintiffs wanted to trade Mandy for another horse in January of 2006. At that time, Lori Bobby stated to Defendants that they wanted to trade the horse because Plaintiffs' "kids said Mandy wasn't fast enough." Plaintiffs made no complaint of Equine Cushings Disease, lameness, shortness of breath, excessive urination, excessive consumption of water or other health problems at that time, nor had Plaintiffs given the Defendants notice of such health problems with Mandy on any of the occasions prior to January of 2006 when they spoke.

COUNT I
BREACH OF WARRANTY

18. Paragraphs 1 through 17 of the foregoing answer are incorporated herein by reference as though set forth in full.

19. Denied for the reasons set forth in answer 7 above and further denied that any express or implied warranties were made by the Defendants.

20. Denied. Mandy was sound at the time she was sold by the Defendants to Plaintiffs. Any subsequent problems are the result of their improper use and/or care of Mandy.

21. Denied for the reasons set forth in answer 17 above.

22. Denied. Paragraph 11 of the complaint alleges that the Plaintiffs were advised of Mandy's alleged laminitis or foundering on June 15, 2005. Plaintiffs did not complain to or contact Brunners during the following months. Defendant Marsha Brunner called Lori Bobby in September of 2005. Mrs. Bobby made no complaints at that time. No complaints were offered in January of 2006, and on that occasion, Plaintiffs did not attempt to "return" the horse but rather to trade it for a faster horse.

23. The Brunners deny that that they breached their sales contract with Plaintiffs for the reasons set forth in paragraphs 7, 11, 12, 15 and 20 above. Therefore, they are not liable to

Plaintiffs for any damages.

24. Denied for the reasons set forth in answer 23 and strict proof of these amounts is demanded at trial.

25. Denied for the reasons set forth in answer 23 and strict proof of these amounts is demanded at trial.

WHEREFORE, Defendants pray that the complaint be dismissed with prejudice.

COUNT 2
FRAUDULENT MISREPRESENTATION

26. Paragraphs 1 through 25 of the foregoing answer are incorporated herein by reference as though set forth in full.

27. Admitted.

28. Admitted and further averred that Mandy's earlier lameness was disclosed to Plaintiffs at the time of purchase and that Mandy had recovered from that lameness.

29. Denied. Lameness can be caused by any number of obvious factors. Defendants had never heard of Equine Cushing Disease prior to this litigation. They are not veterinarians and were not qualified to diagnose Equine Cushing Disease, if, in fact, that diagnosis proves true. Mandy's veterinary records show that the Brunners had her regularly and properly vaccinated and treated.

30. Denied for the reasons set forth in paragraphs 7, 9, 10, 11 and 29 above.

31. Denied for the reasons set forth in paragraph 30 above.

32. Denied for the reasons set forth in paragraph 30 above.

33. Denied for the reasons set forth in paragraph 30 above.

34. Denied for the reasons set forth in paragraph 30 above.

35. Denied for the reasons set forth in paragraph 30 above and further denied that Pennsylvania law does not entitle Plaintiffs to treble damages.

WHEREFORE, Defendants pray that the Complaint be dismissed with prejudice.

NEW MATTER

36. Paragraphs 1 through 35 of the foregoing answer are incorporated herein by reference as though set forth in full.

37. Plaintiffs have had full possession, use and control of Mandy from April 15, 2005 through the present.

38. After April 15, 2005, the Brunners were no longer responsible for and had no role in the care of Mandy. To the extent that Mandy did develop any of the conditions recited in the complaint, they are the result of Plaintiffs' inexperience, lack of knowledge, misuse of Mandy, failure to provide her with proper care and failure to provide her with proper veterinary care.

39. Plaintiffs were negligent because they did not educate themselves about the proper care and handling of horses and/or failed to secure assistance from qualified experts.

40. Plaintiffs aver in paragraph 11 of the complaint that they were first advised of Mandy's laminitis on June 15, 2005. However, they failed to advise the Brunners of this and continued to ride Mandy through January of 2006.

41. Plaintiffs were negligent in failing to further investigate this matter, and failing to properly review the veterinary records with which the Brunners and Mandy's veterinarian provided them, failing to secure any necessary veterinary or other professional care for Mandy, failing to notify the Brunners and continuing to use the horse hard.

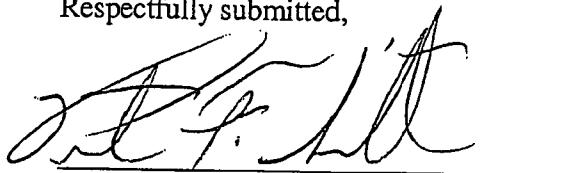
42. Plaintiffs are estopped from asserting liability against the Brunners for the foregoing reasons.

43. Plaintiffs' claim against the Brunners is barred because they failed to act in a timely and reasonable manner to properly protect their interests and the health of Mandy.

44. Plaintiffs' claim against the Brunners is barred because they failed to act in a timely manner and thereby denying the Brunners an opportunity to offer timely advice and perhaps offer assistance thereby reducing the alleged damages.

45. Plaintiffs' claim against the Brunners is barred because they failed to mitigate their damages for the reasons set forth in paragraphs 39 through 44 above.

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Defendants

Date: May 4, 2006

348978

CUSTOMER'S ORDER NO.		DATE				
NAME		4/15/2005				
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION		PRICE	AMOUNT		
1	11' Gold Lay		160.00			
2	Rocky Mt		24.00			
3	Mare		330.00			
4	11' Gold					
5	12' Gold					
6	Fox Trotter					
7	Mare		290.00			
8			Subtotal	620.00		
9			hauling	48.00		
10						
11						
12	Total		648.00			
RECEIVED BY						
Michael Brunner						
4705 KEEP THIS SLIP FOR REFERENCE						

EXHIBIT 1

VERIFICATION

We do hereby swear and affirm that we have read the foregoing Answer & New Matter and it is true and accurate to the best of our information, knowledge and belief. Furthermore, we understand that the same is made pursuant to 18 Pa.C.S.A. 4904, relating to unsworn falsification to authorities.

Dated: 5-3-06

William Brunner
William Brunner

Dated: 5-3-06

Marsha Brunner
Marsha Brunner

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

STEPHEN BOBBY and
LORI BOBBY,

Plaintiffs : No. 2006-453-CD

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,

Defendants :

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for the Defendants in the above-captioned matter, hereby certify that I served a true and correct copy of the Defendants' **ANSWER & NEW MATTER** on the Plaintiffs by U.S. First Class Mail, Postage Prepaid to the following addresses on May 4, 2006:

Steve Bobby
689 Main Street
Patton, PA 16668

Lori Bobby
689 Main Street
Patton, PA 16668

Respectfully submitted,



Peter F. Smith, Esquire
Attorney for Defendants
P.O. Box 130, 30 South Second Street
Clearfield, PA 16830
(814) 765-5595

Date: May 4, 2006

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Stephen and Lori Bobby
(Plaintiff)

CIVIL ACTION

No. 06-953-C-D

(Street Address)

(City, State ZIP)

VS.

William and Marsha Brunner
(Defendant)

(Street Address)

(City, State ZIP)

Type of Case: _____
Type of Pleading: Plaintiff's Reply to
Defendant's New motion

Filed on Behalf of:

Stephen and Lori Bobby
(Plaintiff/Defendant)

FILED
MAY 15 2006
Y

William A. Shaw
Prothonotary/Clerk of Courts

Stephen Bobby
(Filed by)

689 main st. Patton, Pa. 16668
(Address)

(814) 247-6574
(Phone)

Stephen Bobby
(Signature)

STEPHEN and LORI BOBBY, : IN THE COURT OF COMMON PLEAS
Plaintiffs : CLEARFIELD COUNTY, PA
vs. :
WILLIAM and MARSHA BRUNNER, : CIVIL ACTION - LAW
Defendants : NO. 06-453-CD
: JURY TRIAL DEMANDED

PLAINTIFFS' REPLY TO DEFENDANT'S NEW MATTER

36. No response is required.
37. Admitted in part, denied in part. Mandy died on March 26, 2006.
38. Denied. While it is admitted that the Brunners had no role in the care of Mandy after April 15, 2005, it is specifically denied that Mandy developed the conditions as set forth in the Complaint after that date. It is further denied that those conditions arose as a result of Plaintiffs' inexperience, lack of knowledge, misuse of Mandy, or failure to provide her with proper veterinary care. To the contrary, those conditions existed at the time of the sale on April 15, 2005 and were known to Defendants at that time.
39. Denied. It is specifically denied that Plaintiffs were negligent in any manner. By way of further answer, it is denied that they did not educate themselves about the proper care and handling of horses and/or failed to secure the assistance of qualified experts.
40. Admitted in part, denied in part. It is denied that Plaintiffs failed to advise the Brunners of the laminitis. By way of further answer, it is denied that the laminitis was of such a degree as to render Mandy incapable of being ridden.

41. Denied. It is specifically denied Plaintiffs were negligent in failing to further investigate the sale of the horse or any other matter as alleged in Defendants' New Matter. It is further denied that Plaintiffs failed to properly review the veterinary records with which the Brunners and Mandy's veterinarian provided them. By way of further answer, the only record that was provided by the Brunners was the vaccination records. It is further denied that the Plaintiffs failed to secure the necessary and/or professional care for Mandy or failed to notify the Brunners of the horse's condition. It is further denied that the Plaintiffs used Mandy "hard" as alleged in Defendants' New Matter.

42. Denied. This is a conclusion of law to which no response is required.

43. Denied. This is a conclusion of law to which no response is required. By way of further answer, Plaintiffs took all reasonable steps to protect their interests as well as the health of the horse.

44. Denied. This is a conclusion of law to which no response is required. By way of further answer, Plaintiffs advised the Brunners of the horse's condition and the Brunners refused to accept the return of the horse.

45. Denied. This is a conclusion of law to which no response is required.

Respectfully submitted,

By: Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

VERIFICATION

We verify that the statements made in the foregoing **REPLY TO NEW MATTER** are true and correct. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby

Date: 5-14-04

STEPHEN and LORI BOBBY,
Plaintiffs

vs.

WILLIAM and MARSHA BRUNNER,
Defendants

: IN THE COURT OF COMMON PLEAS
: CLEARFIELD COUNTY, PA
: CIVIL ACTION - LAW
: NO. 06-453-CD
: JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

We, Stephen and Lori Bobby, hereby certify that a true and correct copy of the REPLY TO NEW MATTER in the above captioned action was served upon Peter F. Smith, Esquire, 30 S. Second Street, P.O. Box 130, Clearfield, PA 16830 by depositing the same in the United States Mail on 5-15-06.

By: Stephen Bobby
Stephen Bobby

Lori Bobby
Lori Bobby
689 Main Street
Patton, PA 16668

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

STEPHEN BOBBY and
LORI BOBBY,

Plaintiffs

No. 2006-453-CD

vs.

INTERROGATORIES

WILLIAM BRUNNER and
MARSHA BRUNNER,

Defendants

Filed on Behalf of:
DEFENDANT

Counsel of Record for Defendant:
Peter F. Smith
PA Supreme Court ID #34291
30 South Second Street
P.O. Box 130

Clearfield, PA 16830
(814) 765-5595

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

STEPHEN BOBBY and
LORI BOBBY,

Plaintiffs

No. 2006-453-CD

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,

Defendants

INTERROGATORIES

1. Please identify by full name, professional capacity (if any), address and telephone number all individuals who participated in or who were consulted to prepare your answers to these interrogatories and/or the accompanying request for production.

Steve and Lori Bobby,
689 Main St
Patton, Pa 16668 814-247-6574

2. Please identify by full name, professional address and telephone number all veterinarians or veterinary clinics which you consulted or which treated, examined or dealt with Mandy at anytime and for any purpose whatsoever.

Bracken Ridge Vet Med Dr
Dr Ed Bracken Jr V.M.D.
RR#1 Box 172A1
Williamsburg, Pa 16693
814-532-2313

Spruce Run Equine Vet Assoc.
Dr J. Sacken
274 Saddler Rd
Somerset Pa 15501
814-352-7515

TAD Veterinary Service
Dr C. Shoemaker
385 Cunningham Rd
Ebensburg, Pa 15931
814-344-6699

Dr Timothy Miller
1683 Historical Rd
Strongstown, Pa 15957
814-749-9796

3. Please identify any other individual, firm or entity which performed any type of service or examination on your behalf for Mandy. By way of example and not in limitation of the foregoing, this interrogatory would include farrier, trainers, persons or entities engaging in the sale, care or boarding of horses for profit and so forth.

Farrier - Andrew Reed
294-Beech Rd
Patton, Pa 14668
814-674-3379

Boarding - Dan & Marilyn Sears
Belle Town Stables
RD 1
Carrolltown, Pa 15722
No phone - No longer in business.
- Don Westrich Farms
1078 Sunset Rd
Patton Pa 14648
814-674-8945

- Louise Russell
Seven Claims Equestrian Center
763 #9 Rd
Hastings, Pa 14646
814-247-8913

- Carrollton Monastery Stable
RD 1
Carrolltown, Pa 15722
No phone - No longer in business

- Commons Stable
Hastings, Pa. 14646
Kristi, Dave Sr and Dave Jr. Commons
814-248-2519

4. Please identify by full name, residential address, business address if known and telephone number all individuals, organizations or entities which you contacted, interviewed or in any way conversed concerning Mandy, this litigation or the Defendants.

Veterinarians - Dr. Bracken, Dr. Sackson, Dr. Shemanske and Dr. Miller

Dr Scott McAllester
164 Turkey Sink Rd
Center Hall, Pa 16828
814-234-7415

Melvin Weakland
Glasgow, Pa. 16644
814-687-4188

Kristi, Dave Jr & Dave Sr Commons
Laurel Drive
Hastings, Pa 16646
814-248-2519

John & Sandy Mauer
101 School St
Philipsburg, Pa 16866
814-342-0265

Dan & Marilyn Sears
322 S. Church St
Canonsburg, Pa 15722
814-344-6509

5. Please state the date, time and location when and where Mandy was put down or euthanized.

At Commons Stable in Hastings, Mandy fell forward on her front left shoulder. Unable to get up on her own. Once pulled to a standing position she was unable to bear weight or walk on her left front leg. Dr Miller had an emergency visit. Physical exam revealed a humeral fracture just below the shoulder. Mandy was euthanized on 3-26-01 approximately 2pm.

6. Please state the name, address and phone number of the individual or firm who euthanized Mandy.

Dr Timothy Miller
1683 Historical Rd
Strongtown, Pa 15957
814-749-9796

7. Was a necropsy or other testing performed upon Mandy's remains, and if so, please identify by name, professional address and phone number those individuals or entities performing the necropsy or other tests.

A necropsy was not performed.

No Xrays were needed.

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

STEPHEN BOBBY and : No. 2006-453-CD
LORI BOBBY, :
Plaintiffs :
vs. : Type of Case:
WILLIAM BRUNNER and : CIVIL
MARSHA BRUNNER, :
Defendants : Type of Pleading:
Attorney for the Plaintiff:
Peter F. Smith, Esquire
Supreme Court No. 34291
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
(814) 765-5595

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

STEPHEN BOBBY and
LORI BOBBY,
Plaintiffs

No. 2006-453-CD

vs.

WILLIAM BRUNNER and
MARSHA BRUNNER,
Defendants

REQUEST FOR PRODUCTION

TO: STEPHEN BOBBY AND LORI BOBBY

COMES NOW, Peter F. Smith, attorney for Defendants William Brunner and Marsh Brunner, who kindly requests that you produce the following documents and other tangible exhibits within thirty (30) days of the date below pursuant to Pa.R.C.P. 4009.11:

Throughout this Request the horse which is the subject matter of this litigation shall be referred to as "Mandy."

1. Please produce true, correct and complete copies of all veterinarian reports, invoices for treatment, test results, or other documents, x-rays filing, printouts, notes or paperwork you have regarding Mandy.

Veterinarian Reports - Sept 29, 2005 Dr Bracken

" " Labs - Nov 28, 2005 Dr JACKSON

" " Labs - Feb 21, 2006 Dr Shoemaker

- March 24, 2006 Dr Miller

Documents - provided at the time of sale include the bill of sale, registration, vaccinations, and infectious anemia lab test.

To the following: Banamine, Farni Raven, Diflunisal, Chaste berry

2. Please produce true, correct and complete copies of all subpoenas which you prepared or were prepared on your behalf in regard to the action before District Magistrate James J. Hawkins at Common Pleas No. 06-453-CD which preceded this case.

Subpoenas were prepared for Dr McAllister, John & Sandy Mauer, and Melina Weakland. - I did not keep copies. I did not serve Melina because she stated that she would come voluntarily. I was unable to serve the Mauers because they were in Florida.

I also subpoenaed the vet records from Dr McAllister

3. Please produce true, correct and complete copies of all letters, correspondence, emails, web searches, copies or downloads from the Internet, notes memoranda or other documents whatsoever regarding Mandy, the Defendants or this litigation.

Please search the following topics on the internet -

- ① Equine Cushing's Disease - Symptoms, diagnosis and tests.
- ② Strangles
- ③ Laminitis "Founder"
- ④ Rescue Mission "Eye of the Storm"
- ⑤ Consumer Protection Laws
- ⑥ Duty of Care
- ⑦ Negligence
- ⑧ PA anti-cruelty statutes
- ⑨ Effects of high cortisol levels on bones.

4. Copies of all photographs, diagrams or other such items of tangible evidence in your possession regarding Mandy or this litigation.

Included are 6 photos of Mandy which show: Hirsutism - long curly coat, pot belly, loss of muscle mass especially around the spine, fat deposit around the eyes, and a cresty Neck

5. True, correct and complete copies of all receipts, invoices, cancelled checks or other documents evidencing damages which you seek to recover in this litigation. By way of example and not in limitation of the foregoing, please produce such items regarding farrier care, veterinary costs, blood work, boarding fees, medication, euthanization and removal of Mandy and your lost wages.

All of the above are included.

Respectfully submitted,

Date: 7/31/06



Peter F. Smith, Esquire
Attorney for the Plaintiff

Mr Smith,

I did not include Dr McAllisters Vet records of Mandy because they are copies, nor did I include Mater - New Matter.

Respectfully submitted,

Jan Sobey

8-23-06

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address: **251 SPRING ST
PO BOX 362
HOOTZDALE, PA**

16651-0362

Telephone: **(814) 378-7160**

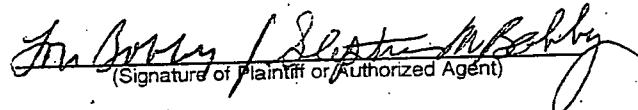
	AMOUNT	DATE PAID
FILING COSTS	\$ <u>133.50</u>	<u>2/18/06</u>
POSTAGE	\$ _____	<u>1/1</u>
SERVICE COSTS	\$ _____	<u>1/1</u>
CONSTABLE ED.	\$ _____	<u>1/1</u>
 TOTAL	\$ _____	<u>1/1</u>

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 6000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

The defendants sold us AN 111 otherwise defective horse. They made fraudulent statements and withheld information related to lameness, laminitis and Equine Cushing's Disease. They deceptively lied about the horses health. They were well informed horse traders who took advantage of first time horse buyers with little knowledge of the equine industry. This horse purchase has cost us financially in veterinarian care, farrier care and medications, and emotionally in loss of use and attachment.

I, Steve Bobby and Lori Bobby, 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.


(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney:

Self

Address: _____

Telephone:

814-247-6574

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

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING ST**
PO BOX 362
HOOTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362

STEVE & LORI BOBBY
689 MAIN ST
PATTON, PA 16668

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **BOBBY, STEVE & LORI** NAME and ADDRESS

689 MAIN ST
PATTON, PA 16668

VS.

DEFENDANT: NAME and ADDRESS

BRUNNER, BILL, ET AL.
1716 EVERGREEN DR
RR 1
COALPORT, PA 16627

Docket No.: **CV-0000019-06**
Date Filed: **2/08/06**



THIS IS TO NOTIFY YOU THAT:

FOR PLAINTIFF

Judgment:

Judgment was entered for: (Name) **BOBBY, STEVE & LORI**

Judgment was entered against: (Name) **BRUNNER, BILL**

in the amount of \$ **3,433.50** on: (Date of Judgment) **3/09/06**

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	\$ 3,300.00
Judgment Costs	\$ 133.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,433.50
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.

3-9-06

Date

James L. Hawkins

, 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.: **46-3-04**

MDJ Name: Hon.

JAMES L. HAWKINS

Address: **251 SPRING ST
PO BOX 362
HOOTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **BOBBY, STEVE & LORI** NAME and ADDRESS

**689 MAIN ST
PATTON, PA 16668**

VS.

DEFENDANT: **BRUNNER, BILL, ET AL.** NAME and ADDRESS

**1716 EVERGREEN DR
RR 1
COALPORT, PA 16627**

Docket No.: **CV-0000019-06**
Date Filed: **2/08/06**



**BILL BRUNNER
1716 EVERGREEN DR
RR 1
COALPORT, PA 16627**

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **BOBBY, STEVE & LORI**

Judgment was entered against: (Name) **BRUNNER, MARSHA**

in the amount of \$ **3,433.50** on: (Date of Judgment) **3/09/06**

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	\$ 3,300.00
Judgment Costs	\$ 133.50
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Attorney Fees	\$.00
Total	\$ 3,433.50
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.

3-9-06

Date

James L. Hawkins

, Magisterial District Judge

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

3-22-06

Date

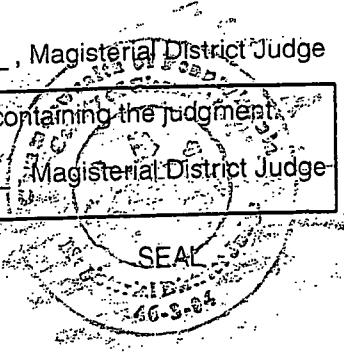
James L. Hawkins

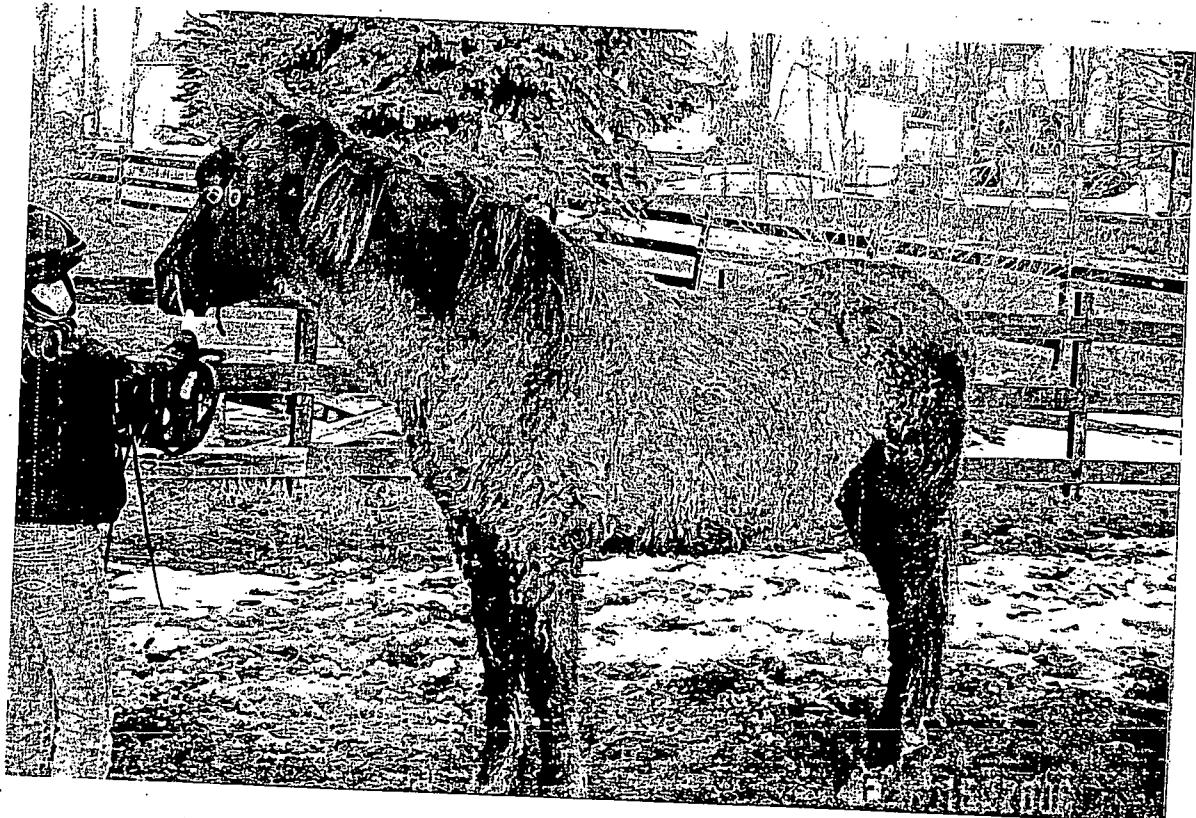
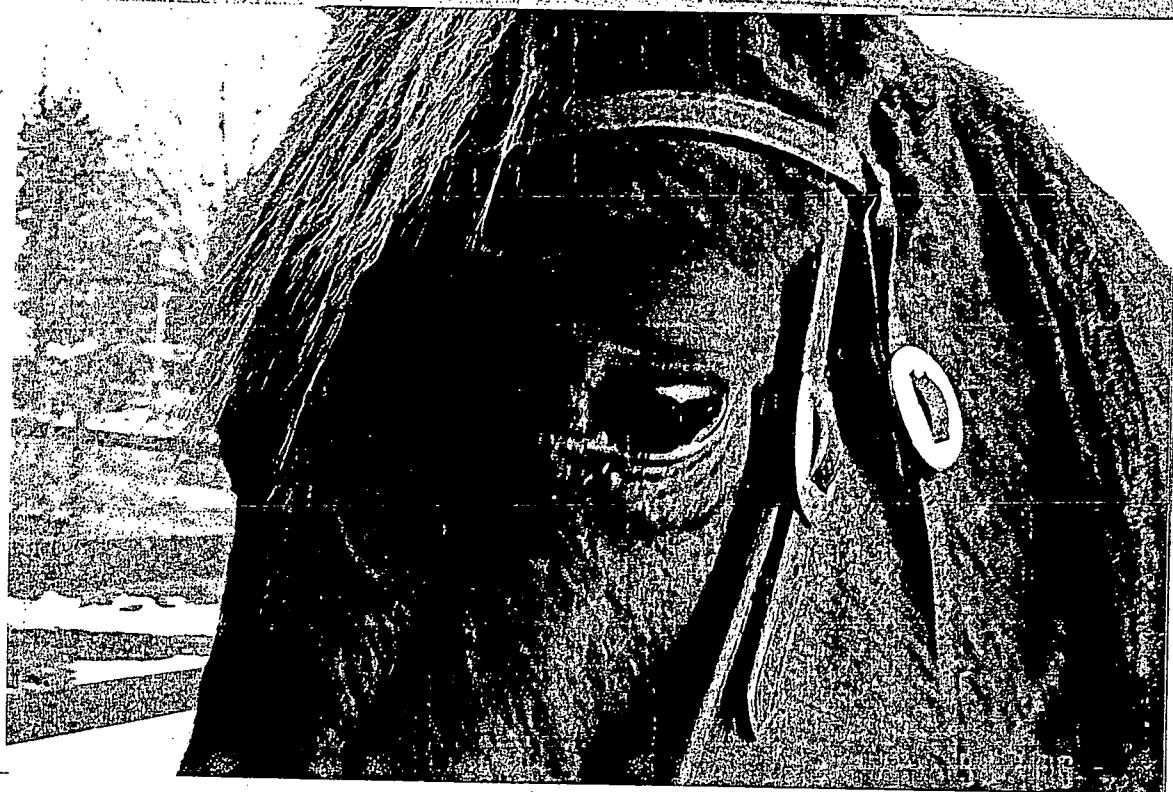
, Magisterial District Judge

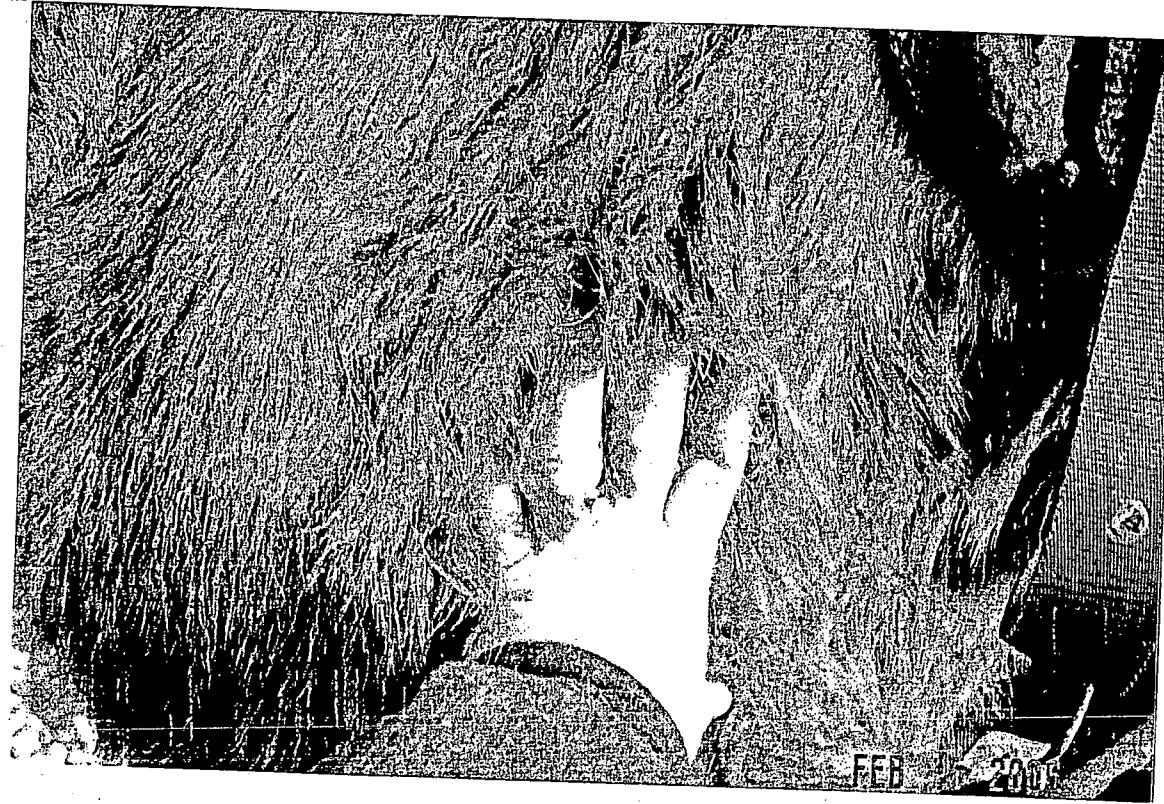
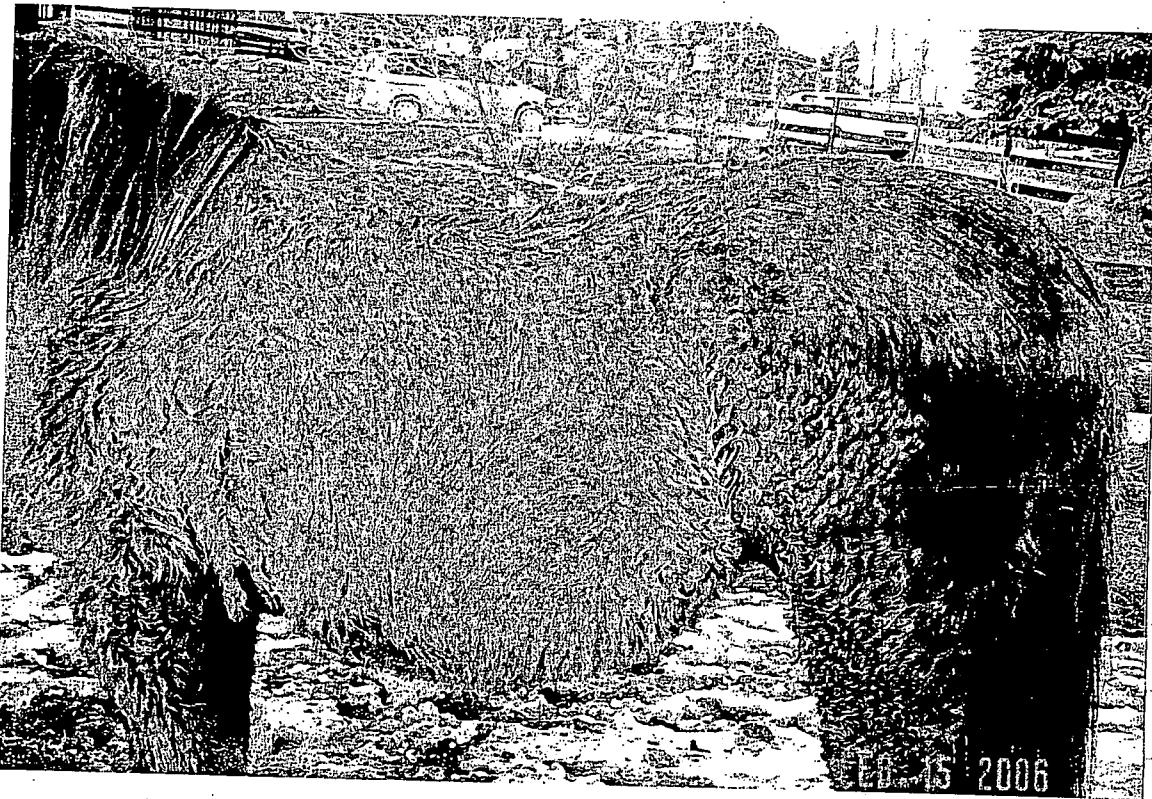
My commission expires first Monday of January, **2012**

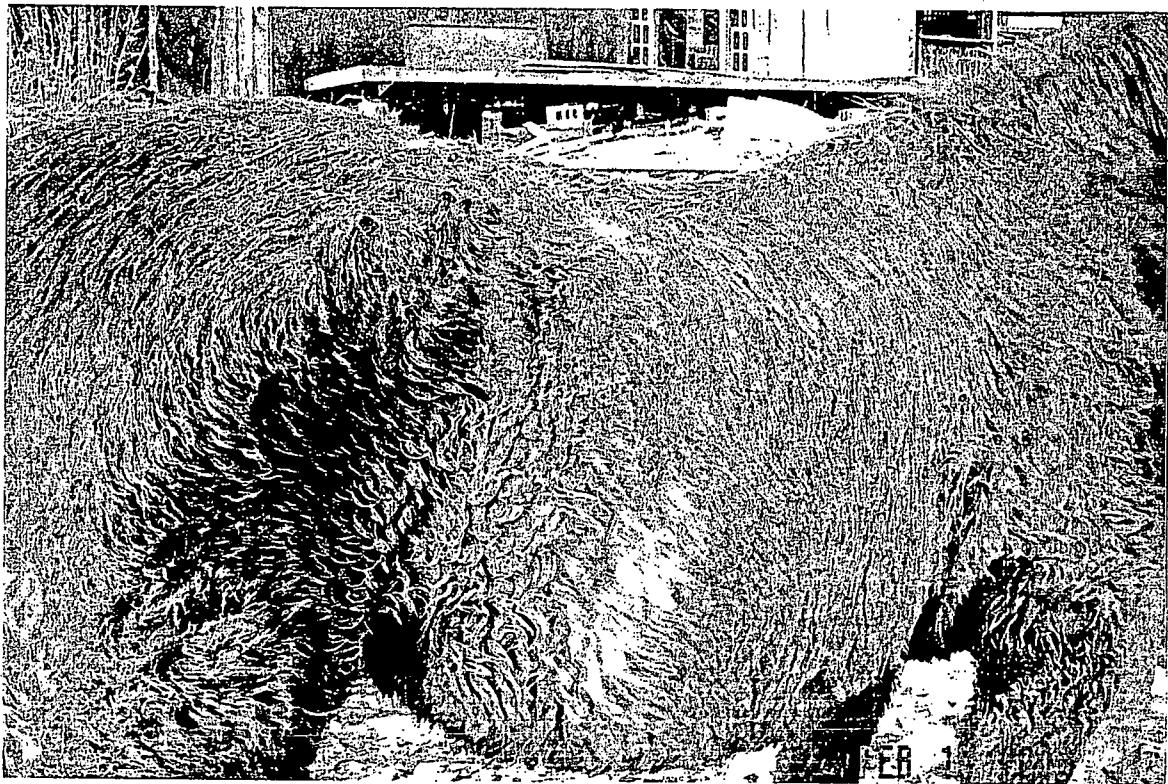
AOPC 315-05

DATE PRINTED: **3/09/06 11:57:55 AM**











BRACKEN RIDGE VETERINARY MEDICAL DOCTORS

EDWIN D. BRACKEN, JR., V.M.D.

RR2 Box 172A1

Williamsburg, PA 16693

Telephone: (814) 832-2313

Client **LORI BOBBY**
 Telephone **(814) 247-6574**
 Address **689 MAIN ST**
 City, State, Zip Code **PATTON PA 16668**

Date **29 SEPT 05** Invoice Number
 Animal **DOTTY** **MANDY**
 Description **15 yr foal mare** **12 yr gelding mare**
 Location

► CALL FEES		FEEL	► ANESTHESIA		FEEL	► VACCINATIONS		FEEL
Service Call		45	Sedate Horse			E/W/VEE, Flu, Tetanus, Rhino		
Emergency / After Hours			Torbugesic			Rabies / PHF		
			Dormosedan			West Nile Virus		
► PROFESSIONAL SERVICES		FEEL	Ketamine / Xylazine			Strangles (Pinnacle IN)		
Examination (Routine) 2		105	Telazol / Diazepam			Rabies		
Recheck			Local Anesthesia / Nerve Block			Tetanus Toxoid		
Breeding Soundness Exam			Epidural			Tetanus Antitoxin		
Colic						E/W/VEE, Tetanus		
Consultation			► RADIOLOGY / SONOGRAPHY		FEEL	Pneumabort K + 1b		
Health Certification			Ultrasound			Potomac Horse Fever		
Hospitalization			Radiographs			► DEWORM		FEEL
Insurance						Oral		
Lameness			► MEDICAL SERVICES		FEEL	Paste		
Mare & Foal			Bandage			Tube		
Ophthalmic			Fluid Therapy					
Prepurchase			Injections			► DENTISTRY		FEEL
Professional Services						Extended Dental		
Suture / Staple Removal			Nasogastric Tube			Extraction		
Transportation						Oral Exam		
						Teeth Floating		
► PROCEDURES		FEEL	Oral Medications			► LABORATORY		FEEL
Abdominocentesis						Biopsy		
Choke Lavage			Topical Medications			CBC		
Clean / Debride / Flush Wound						Chemistry		
CSF Collection			► REPRODUCTION		FEEL	Coggins Test		
Endoscopy			Artificial Insemination			CSF Analysis		
Euthanasia			Caslicks			Culture & Sensitivity		
Flush Nasolacrimal Duct			Dystocia			Cytology		
IV Catheterization			Rectal Palpation			Fecal Floatation		
Medication Administration			Speculum Exam			Foal IgG Test		
NG Tube Administration			Ultrasound Exam			Necropsy		
Rectal Palpation			Uterine Biopsy					
Sheath / Penis Cleaning			Uterine Culture					
Transtracheal Wash			Uterine Infusion					
► SURGERY		FEEL	► MEDICATIONS DISPENSED		FEEL	TOTAL \$		
Castration								
Minor Surgery								
Surgical Procedure								
Surgical Wound Repair								

TOTAL \$

150

COMMENTS: **DOTTY, PRECOCIOUS UDDER, PROBABLY NOT PREGNANT,
 DEFINITELY NO DUE TO FOAL TODAY**

**MANDY - LAMINITIS BICAT FRONT OF UNKNOWN
 DURATION.**

**Plan: START EN LAMINASAVON.COM
 EQUINESAVON.COM
 INFLAMMASAVON.COM** **> label**

CLIENT INVOICE

Spruce Run Equine Vet Associates
274 Saddle Road
Somerset, PA 15501
(814) 352-7515
FAX: (814) 352-8787
sreva@zoominternet.net

Page 1

Account #3024

11/28/2005

Invoice #19007I

Lori Bobby
689 Main Street
Patton, PA 16668

Date	Operator	Doctor	Qty	Description	Amount
Mandy (#12464)					
Species: Equine			Color:	DARK CHOCOLATE	
Breed: ROCKY MOUNTAIN HORSE			Weight:	0	
Sex: Mare			Age:	12 years 10 months 14 days	
11/28/05	Joachim Sacksen	Joachim Sacksen	1.00	Farm Call F	\$45.00
			1.00	Exam - Physical	\$35.00
			1.00	CBC & Equine Chemistry Profile	\$45.00
			1.00	Fibrinogen	\$10.00
			1.00	Thyroid Assay Total	\$35.00
				Check Payment; #226	(\$170.00)

Sub-Total:	\$170.00
Tax:	\$0.00
Invoice Total:	\$170.00
Payments:	(\$170.00)

*** NOTE: Above prices reflect discounts totaling \$10.00

Invoice balance: \$0.00

015336

SPRUCE RUN EQUINE VETERINARY ASSOCIATES

Joachim Sacken DVM
 274 Saddle Rd Somerset, PA 15501
 814-352-7515, FAX 814-352-8787
 sacken@shol.com

Customer's Order No.	Date 11-28 2005							
Name Lori Bobby								
Address 689 Main St PA 16665	Phone 247-6574							
SOLD BY	CASH	COD	CHARGE	ON ACCT	MDSE	RETD	PAID OUT	LAYAWAY
QUAN	DESCRIPTION				PRICE	AMOUNT		
	For all				45	-		
	Eas-PE				35	-		
	C3C Proj. 6 F-511-10				55	-		
	Truck for 6				35	-		
All claims and returned goods MUST be accompanied by this bill.							TAX	
Received By							TOTAL	70

GSCC-652-2
PRINTED IN USA

Thank You

ANTECH DIAGNOSTICS 9066 Lacey Drive Southaven MS 38671 Phone: 888-397-8378

Spruce Run Equine Vet Assoc
274 Saddle Rd
Somerset, PA 15501
Tel: 814-352-7515
Fax: 814-352-8787

Client #: 37820305
Chart #

Accession No. MP13647393	Doctor SACKSEN	Owner BOBBY	Pet Name MANDY	Received 11/30/2005
Species Equine	Breed	Sex F	Pet Age 12Y	Reported 11/30/2005 07:40 AM

Test Requested	Results	Reference Range	Units
EQUINE SCREEN			
Glucose	95	60-125	mg/dL
Urea Nitrogen	9	8-26	mg/dL
Creatinine	0.9 (LOW)	1.0-2.2	mg/dL
Total Protein	7.2	5.4-7.8	g/dL
Albumin	3.2	2.3-3.8	g/dL
Total Bilirubin	1.4	0.8-3.2	mg/dL
Alkaline Phosphatase	156	50-250	U/L
AST (SGOT)	319	180-380	U/L
Cholesterol	72	50-140	mg/dL
Calcium	11.7	10.8-13.5	mg/dL
Phosphorus	2.5	2.0-5.0	mg/dL
Sodium	141	132-146	mEq/L
Potassium	4.1	2.4-4.7	mEq/L
Chloride	99	97-108	mEq/L
Globulin	4.0	2.2-4.4	g/dL
CPK	248	100-300	U/L
GGTP	13	1-35	U/L
COMPLETE BLOOD COUNT			
Hemoglobin	12.6	11.0-17.0	g/dL
Hematocrit	33.9	32.0-50.0	%
WBC	10.3	5.5-12.5	$10^3/\mu\text{L}$
RBC	6.31 (LOW)	7.00-12.00	$10^6/\mu\text{L}$
MCV	54	34-58	fL
MCH	20.0 (HIGH)	12-19	pg
MCHC	37.2	31-39	g/dL
Platelet Count	167	100-400	$10^3/\mu\text{L}$
Platelet Estimate	Adequate		
Differential	Absolute	%	
Neutrophils	8961 (HIGH)	87	2600-7500
Bands	0	0	0-300
Lymphocytes	824 (LOW)	8	1500-7700
Monocytes	515	5	0-1000
Eosinophils	0	0	0-1000
Basophils	0	0	0-290
FIBRINOGEN			
Fibrinogen	200	100-400	mg/dL
THYROID PROFILE			
T4	0.6	0.5-3.0	$\mu\text{g/dL}$
T3	34	25-90	ng/dL

Reference No.	Doctor	Client	Pet Name	Received
MP15523608	RS	DDOBY	MANDY	02/23/2006
Species	Breed	Sex	Pet Age	Reported
EQUINE		F	13	02/23/2006
		Chart:		3:04 PM

TAD VETERINARY SERVICE
385 CUNNINGHAM RD
EBENSBURG, PA 15931

Autech #: 37700180
Tel: 814-344-6699

TESTS

RESULTS

ADULT
REFERENCE RANGE

hours post-dex is consistent with PDH

(Samples taken at 2 or 8 hrs are interpreted the same way as a 4 hr sample)

If neither of these criteria is met, further testing is needed to differentiate PDH from adrenal tumor Cushing's.

NOTE: Approx. 5% of dogs with PDH have normal results.

False positives may occur with stress/nonadrenal illness

XX

High-dose Dexamethasone suppression test: Use this test after hyperadrenocorticism has been diagnosed.

PDH or AT: Cortisol level suppressed by less than 50% 8 hrs post-dex.

PDH ONLY: Cortisol level suppressed by > 50% 8 hrs post-dex.

XX

EQUINE DEXAMETHASONE SUPPRESSION TEST

NORMALS

PRE VALUE	2.0-6.0 ug/dL
15 HOUR POST	0.3-1.8 ug/dL
20 HOUR POST	≤1.0 ug/dL

In most horses, the post values are less than 1.0 or at least more than 50% decreased from the pre-value. If the post values are less than 50% decreased, this would be indicative of a pituitary adenoma.

INTERPRETATION
OF CANINE TEST

CPJ, V.M.D.

INTERPRETATION OF
EQUINE DEXAMETHASONE
SUPPRESSION TEST FOR
"MANDY" CPJ, V.M.D.

XXXXXXXX For Customer Service, please call 1-888-397-8378 XXXXXXXX

FINAL REPORT 02/23/2006 3:04 PM ACWS MP15523608

THE DEXAMETHASONE SUPPRESSION TEST RESULTS FOR "MANDY" ARE
INDICATIVE OF A PITUITARY ADENOMA.

Catherine R. Shoemaker, V.M.D.

TAD VETERINARY SERVICE
CATHERINE R SHOEMAKER
385 CUNNINGHAM RD
EBENSBURG PA 15931-6018

Reference No.	Doctor	Client	Pet Name	Received
P15523608	NS	MANDY	MANDY	02/23/2006
Species	Breed	Sex	Pet Age	Reported
BOVINE		F	13	02/23/2006
		Chart:		3:04 PM

TAD VETERINARY SERVICE
385 CUNNINGHAM RD
EVENSBURG, PA 15931

Antech #: 37700180
Tel: 814-344-6699

TESTS	RESULTS	ADULT REFERENCE RANGE
-------	---------	--------------------------

CORTISOL, R. SAMPLES

TUBE LABELED	730PM	
CORTISOL	4.2	ug/dl
TUBE LABELED	230PM	
CORTISOL	3.2	ug/dl

INTERPRETATION OF ACTH STIMULATION TEST:

NORMAL RESPONSE TO ACTH

CANINE: 5.5 - 20.0 ug/dL FELINE: 4.5 - 15.0 ug/dL
BOVINE: 5.0 - 10 ug/dL

HYPERADRENOCORTICISM (HAC): Post ACTH cortisol results greater than 20 ug/dL (dog) and greater than 15 ug/dL (cat) suggest HAC.

NOTE:

Approximately 15-20% of dogs with HAC have normal results.
False positive results may occur with stress or nonadrenal illness.
Because of wide variability, resting (basal) cortisol should not be used to rule-out or diagnose HAC.

EXTRINSIC HAC: Resting cortisol is usually between 1-5 ug/dL with little to no increase in the post ACTH cortisol level.

HYPOADRENOCORTICISM: Resting cortisol is usually subnormal (less than 1 ug/dL) or low normal with no increase after ACTH.

POST-LYSODREN: Pre and post cortisol levels after Lysodren loading or while on maintenance Lysodren should be between 1-5 ug/dL.

INTERPRETATION OF THE DEXAMETHASONE SUPPRESSION TESTS:

Low-dose dexamethasone suppression test:

Normal: Cortisol level less than 1.4 ug/dL 8hrs post-dex.

Hyperadrenocorticism: Cortisol level greater than 1.4 ug/dL 8hrs post-dex.

If the 8hr post dex. cortisol level is greater than 1.4 ug/dL, the following can be used to differentiate pituitary dependent hyperadrenocorticism (PDH) from an adrenal tumor:

1. Cortisol level less than 1.4 ug/dL 4hrs post-dex is consistent with PDH.
2. Cortisol level less than half the baseline level at either 4 or 8

REPORT CONTINUED ON NEXT FORM

OTHER SIDE

THIS TEST WAS NOT
PERFORMED ON "MANDY"

CRL, V.M.D.

INTERPRETATION OF
CANINE TEST.

CRL, V.M.D.

4873

Date 21 Feb 86TAD VETERINARY SERVICE
CATHERINE R. SHOEMAKER, V.M.D.

Time _____

RECORD OF
SERVICES

385 Cunningham Road • Ebensburg, PA 15931 • (814) 344-6699

Animal I.D. & Sig. MANDY "EQ" 20 May 1983Reason for Call "Rocky Mountain Horse F"

BOBBY LORE A
689 MAIN ST.
PATTON, PA 16668
H. (814) 247-6574/W.

1 yr TP	Circ/Hr 44/min	Neuro Note	GI Note	MS/ALS	Integ Note
°F	Resp 12/min	Urin Note		5/10	Repro Abn Exam

ED MEDICAL RECORDS

OWNER: PURCHASED SPRING 05, EPISODE OF LAMENESS - SEE PREV VET'S REC
 LAYERED LONG CURLY WINTER COAT, VORACIOUS APPETITE, BUT LOSING WT
 SEASED THIRST (EST DRINKS 20 GAL WATER/DY), STALL BECOMES V-WET &
 BE CHANGED/REBEDDED 2-3X AS OFTEN AS OTHER HORSES

A, EATING HAY EASILY // WHEN WALKS HIND QUARTERS HAVE IRREG
 HIND MOVEMENT, WHEN CIRCLED TIGHTLY TO R or L SHOWS V CCRB

E-W Eq Enceph	Tetanus	Eq Influ	Eq Rhino 1/4	Rabies Prod Serial #	Other Vacc
------------------	---------	-------------	-----------------	-------------------------	---------------

EGS, STUMBLES ON RF, DID NOT DO FULL LAMENESS EXAM

RE-TEST ALCOHOL SAMPLE & INJECTED 16 MG DEXAMETHASONE IM

(Miles	17	24	00
Travel	17	24	00
Professional Services		90	00
Drugs		1	50
Vacc			
Suppl			
Lab		92	00
E			
Other			
TOTAL	23	1	50

pmb 347

03/26/2006

Client Invoice 08198

Page 1

Timothy J Miller VMD
1683 Historical Road
Strongstown PA 15957
814-749-9796

LORI BOBBY 01519
689 MAIN ST
PATTON, PA 16668

Jesus said to him, "I am the way, the truth, and the life. No one comes to the Father except through Me." John 14:6

MANDY	03/26/06	1 PAIN VISIT	23.00
		1 EMERGENCY FEE	25.00
		1 EUTHANASIA	72.00
She fell while being ridden. She became acutely lame on the lf leg. The humerus is fractured just below the shoulder. Due to the grave prognosis, euthanasia was elected.			
		SubTotal	120.00
		Sales Tax	0.00
		SubTotal	120.00
		Previous Balance	0.00
		Total	120.00
		Payment Check# 394	120.00

Balance Due on Account

0.00

Balance Due on Account 0.00

We accept your check in good faith that it will be honored.
There is a \$20 charge for checks returned for non sufficient funds.

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
EQUINE INFECTIOUS ANEMIA LABORATORY TEST
(VS Memorandum 555.16)

S E 00540 SERIAL NO. G 1267630

1. ACCESSION NUMBER

S 506 819

2. DATE BLOOD
DRAWN

3-29-05

Forms Without Adequate Descriptions Of The Horse and Complete Addresses Including Zip Codes, Counties, and Telephone Numbers Will Not Be Processed.

3. REASON FOR TESTING		<input type="checkbox"/> Show	<input type="checkbox"/> First Test	7. NAME AND ADDRESS OR STABLE/MARKET (Please print or type)	
<input type="checkbox"/> Market		<input type="checkbox"/> Change of Ownership	<input type="checkbox"/> Retest	<input type="checkbox"/> Export	82445
4. GEOGRAPHIC INFORMATION SYSTEMS (GIS)		5. VETERINARY LICENSE OR ACCREDITATION NO.		6. TEST TYPE	
LAT: 40° 20' 20.5" N		6174		<input type="checkbox"/> ELISA	
LONG: 79° 40' 20.5" W				<input type="checkbox"/> AGID	
8. NAME AND ADDRESS OF OWNER (Please print or type)					
Billie M. McElroy Brumner				Centre Equine Practice	
1716 Evergreen Drive				164 Bussey Sink Rd.	
Coalport, PA		Zip Code 15627		Centre Hall, PA Zip Code 16828	
Tel No. 814-234-3255		County Clearfield		Tel No. 814-234-7415 County Centre	

CERTIFICATION OF FEDERALLY ACCREDITED VETERINARIAN

I certify the specimen submitted with this Form was drawn by me from the horse described below on the date indicated above.

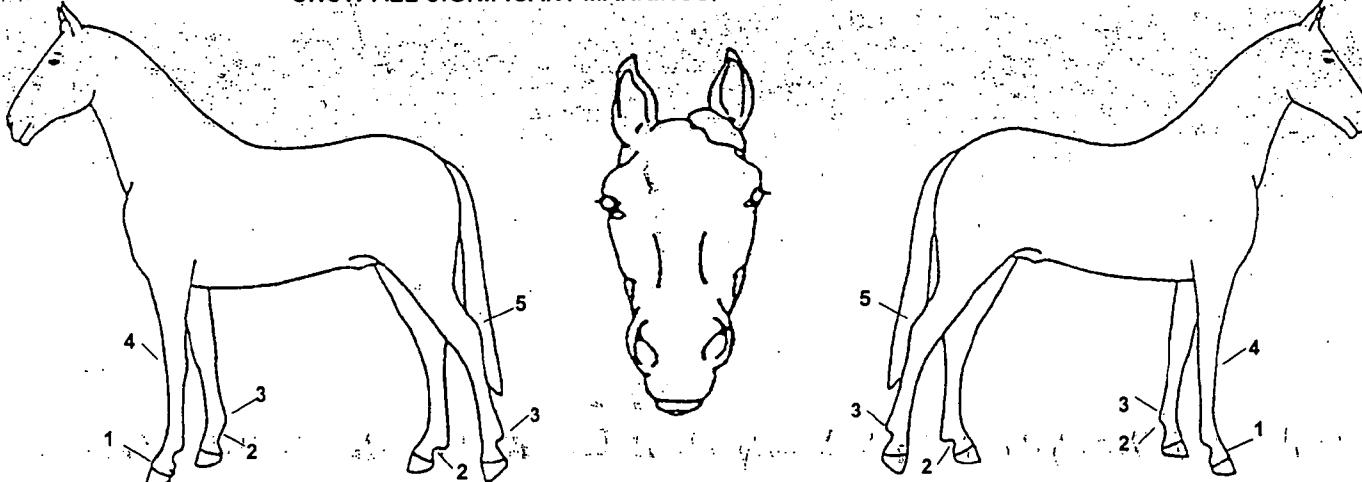
10. SIGNATURE OF FEDERALLY ACCREDITED VETERINARIAN	11. TYPE OR PRINT SIGNATURE NAME	12. SIGNATURE DATE
<i>Elaine M. McElroy, DVM</i>	E. Scott McElroy, DVM, MS	3-29-05

CERTIFICATION OF OWNER OR OWNER'S AGENT

I certify that I have examined this form and, to the best of my knowledge and belief, this form is true, correct and complete.

13. SIGNATURE OF OWNER OR OWNER'S AGENT			14. TYPE OR PRINT SIGNATURE NAME			15. SIGNATURE DATE		
16. Tube No.	17. Official Tag No.	18. Tattoo/Brand	19. Name of Horse	20. Color	21. Breed	22. Electronic I.D. No.	23. Age or DOB	24. Sex
1			Man Atv	Chocolate	RME		12y	F
M - Male F - Female G - Gelding N - Neuter								

SHOW ALL SIGNIFICANT MARKINGS, WHORLS, BRANDS, AND SCARS.



1 - Coronet; 2 - Pastern, 3 - Fetlock, 4 - Knee, 5 - Hock

NARRATIVE DESCRIPTION AND REMARKS

25. HEAD	26. OTHER MARKS AND BRANDS
None.	No white markings.
27. LEFT FORELIMB	28. RIGHT FORELIMB
None.	None.
29. LEFT HINDLIMB	30. RIGHT HINDLIMB
None.	None.

FOR LABORATORY USE ONLY

31. LABORATORY NAME/CITY/STATE	32. DATE RECEIVED	33. DATE REPORTED OUT	34. TEST RESULTS
	4-5-05	4-6-2005	<input checked="" type="checkbox"/> Negative <input type="checkbox"/> Positive <input checked="" type="checkbox"/> AGID <input type="checkbox"/> ELISA
36. SIGNATURE OF TECHNICIAN		35. REMARKS	
<i>Jay Jass</i>			

Falsification of this form or knowingly using a falsified form is a criminal offense and may result in a fine of not more than \$10,000 or imprisonment for not more than 5 years or both (U.S.C. Section 1001).

CERTIFICATE OF REGISTRATION

Rocky Mountain Horse Association

This certifies that the **ROCKY MOUNTAIN HORSE** named TERRALEA'S JAZZ-MIN

Date of Birth 4-27-93 Gender FEMALE

Breeder ARLEY (doug) HALTON is registered and assigned RMHA # 930094

by TOBE

by KILBURNS CHOCOLATE SUNDOWN

NANCE I

by BLUE BOY

MOLLY II

by KILBURNS CHOCOLATE SUNDOWN

LOUISE

by BUCK

IDA JOE

Sire NUNCIO

RMHA # 19820500

by CHOCO

Dam SLATE VIEW COALSEAM

RMHA # 900024

SLATE VIEW DIAMOND

NOT
CERTIFIED
TO
BREED

Believing the above statements to be true and correct, I hereby affix my

signature and seal on this 2ND day of AUGUST 1993

Jennifer H. Clark
RMHA Secretary

AT REGISTRATION:

--TO BE COMPLETED BY RMHA REGISTRY ONLY!--

Initial Certificate of Registration issued to:

THERESA TOBIAS
owner

COLOR: DARK CHOCOLATE, FLAX MANE & TAIL MARKINGS: NONE

AT CERTIFICATION:

COLOR: _____

MARKINGS: _____

Evidence of ownership is documented in RMHA Registry by seller completing Transfer of Ownership, payment of fee, and entry/recording by RMHA Registrar.

1-

I hereby transfer the animal as represented by this Certificate of Registration to:

Mary Ann Segel
address 618 5 Bon 220

1986
And authorize the RMHA Registry to make this transfer in the records of the RMHA.

Date of Purchase October 20, 1993

Signed *Mary Ann Segel*

Transfer entered 2-27-94

RMHA 1994

2-
I hereby transfer the animal as represented by this Certificate of Registration to:

address _____

And authorize the RMHA Registry to make this transfer in the records of the RMHA.

Date of Purchase _____

Signed *Mary Ann Segel*

Transfer entered _____

RMHA _____

3-

I hereby transfer the animal as represented by this Certificate of Registration to:

address _____

And authorize the RMHA Registry to make this transfer in the records of the RMHA.

Date of Purchase _____

Signed _____

Transfer entered _____

RMHA _____

4-

I hereby transfer the animal as represented by this Certificate of Registration to:

address _____

And authorize the RMHA Registry to make this transfer in the records of the RMHA.

Date of Purchase _____

Signed _____

Transfer entered _____

RMHA _____

5-

I hereby transfer the animal as represented by this Certificate of Registration to:

address _____

And authorize the RMHA Registry to make this transfer in the records of the RMHA.

Date of Purchase _____

Signed _____

Transfer entered _____

RMHA _____

6-

I hereby transfer the animal as represented by this Certificate of Registration to:

address _____

And authorize the RMHA Registry to make this transfer in the records of the RMHA.

Date of Purchase _____

Signed _____

Transfer entered _____

RMHA _____

4/5/2005

CENTRE EQUINE PRACTICE

Page 3

164 TUSSEY SINK ROAD
CENTRE HALL, PA 16828
(814) 234-7415

Bill and Marsha Brunner
1716 Evergreen Dr.
Coalport, PA 16627

Client ID: 1069
Invoice #: 71561

Patient ID: 1069-66	Species: EQUINE	Weight:	
Patient Name: MANDY	Breed: ROCKY MOUNTAIN	Birthday: 04/04/1993	Sex: Mare
	<u>Description</u>	<u>Quantity</u>	<u>Total</u>
3/29/2005	ROUTINE VACCINATIONS & COGGINS	1.00	\$0.00
3/29/2005	INFLUENZA VACCINATION	1.00	\$9.00
3/29/2005	VEWT VACCINATION	1.00	\$8.00
3/29/2005	RHINOPNEUMONITIS VACCINATION	1.00	\$9.00
3/29/2005	RABIES VACCINATION	1.00	\$7.00
3/29/2005	COGGINS TEST	1.00	\$24.00
3/29/2005	WEST NILE VIRUS VACC.	1.00	\$20.00
Patient Subtotal:			\$77.00
<u>Reminder</u>			
02/28/2006	RHINOPNEUMONITIS VACCINATION		
02/28/2006	RABIES VACCINATION		
02/28/2006	VEWT VACCINATION		
02/28/2006	INFLUENZA VACCINATION		
02/28/2006	COGGINS TEST		



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LIBERTY ENTERPRISES, INC 2001

ACCOUNT CATEGORY:

PRIMARY CHECKING
 SECONDARY CHECKING
 MONEY MARKET CHECKING
 LINE OF CREDIT
 OTHER

4-15-05 2794

Marsha Brunner

34 thousand 40, hundred, forty -

BAL. FOR'D	TAX DEDUCTIBLE ITEM - <input type="checkbox"/>	
ITEM AMOUNT	6248.55	
BALANCE		
DEPOSIT		
FOR'D		

Memo

For added sec
no longer app

348978 GOTIABLE
imer material

CUSTOMER'S ORDER NO.		DATE 4-15-2005				
NAME Lor Robbie						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
1	11 yr. old					
2	Rocky Mtn					
3	Mare				330000	
4						
5	12 yr old					
6	Fox Trotter					
7	Mare				79000	
8				Subtotal	620000	
9				hauling	48 00	
10						
11						
12	Total				624800	
RECEIVED BY		Marsha Brunner			KEEP THIS SLIP FOR REFERENCE	

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

248

60-7160/2313
BRANCH 5

9-29-05

Date

© HARLAND 2003
Pay to the
Order of Bruder Rudy Vet

\$ 150.00

One hundred fifty dollars

Dollars



ALTOONA, PA 16601
www.cgsbonline.com

For

1023137160513 058029588#

0248 0000015000#

031000040
12/01/2005
6516098972

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

10433086910 11/30/2005

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

226

60-7160/2313
BRANCH 5

11-28-05

DATE

PAY TO THE
ORDER OF Spine Run Econ. Vet Assoc \$ 170.00
One hundred seventy

DOLLARS



ALTOONA, PA 16601

www.cgsbonline.com

FOR

1023137160513 058029588#

0226

1023137160513 058029588# 0226 0000017000#

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

347

60-7160/2313
BRANCH 5

2-21-04

DATE

PAY TO THE
ORDER OF TAD Vet Servs

\$ 231.50

Two hundred thirty-one

50

DOLLARS



ALTOONA, PA 16601
www.cgsbonline.com

FOR

1023137160513 058029588#

0347 0000023150#

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

394

3-26-04

60-7160/2313
BRANCH 5

PAY TO THE
ORDER OF Dr Miller

\$120.00

DOLLARS



Security
Features
Details on
Back.



ALTOONA, PA 16601
www.cgsbonline.com

Savings Bank

FOR

Tom Bobby

MP

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

395

3-26-04

60-7160/2313
BRANCH 5

PAY TO THE
ORDER OF

Karen Calico

\$100.00

DOLLARS



Security
Features
Details on
Back.



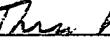
ALTOONA, PA 16601
www.cgsbonline.com

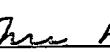
Savings Bank

FOR

Tom Jones

MP

STEPHEN M BOBBY 08-04	212
LORI A BOBBY	
PH. 814-247-6574	
689 MAIN ST	
PATTON, PA 16668	
11-8-05	
60-7160/2313	
BRANCH 5	
PAY TO THE ORDER OF <u>Jerry Charms</u>	DATE
\$ 350.00	
Three hundred fifty dollars	
DOLLARS	
 C&G ALTOONA, PA 16601 www.cgsbonline.com	
 Security Features Details on Back.	
FOR <u>For Bobby</u>	NP

STEPHEN M BOBBY 08-04	245
LORI A BOBBY	
PH. 814-247-6574	60-7160/2313
689 MAIN ST	BRANCH 5
PATTON, PA 16668	
12-13-05	
DATE	
PAY TO THE ORDER OF <u>Susan Chesser</u>	\$ <u>350.00</u>
Three hundred fifty, dollars.	
DOLLARS 	
Security Features Details on Back	
 ALTOONA, PA 16601 www.cgsbonline.com	FOR <u>For Stephen</u>

<p>STEPHEN M BOBBY 08-04 LORI A. BOBBY PH. 814-247-6574. 689 MAIN ST PATTON, PA 16668</p>		284
		<u>1-5-04</u>
		60-7160/2313 BRANCH 5
PAY TO THE ORDER OF <u>Seven Champs</u>		<u>\$ 358.25</u>
<u>Three hundred fifty - eight</u>		<u>DOLLARS</u>
 ALTOONA, PA 16601 www.cgsbonline.com		
FOR	 MP	

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

302

60-7160/2313
BRANCH 5

1-21-06

DATE

PAY TO THE
ORDER OF

Carrolltown Monastery Stab.

\$ 325 ⁰⁰

Three hundred twenty-five dollars

DOLLARS

Security
Features
Details on
Back.



ALTOONA, PA 16601
www.cgsbonline.com

Savings Bank

FOR

For Bobby

MP

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

331

60-7160/2313
BRANCH 5

2-9-07

DATE

PAY TO THE
ORDER OF

Carrolltown Monastery Stab.

\$ 136 ⁰⁰

One hundred thirty-six

DOLLARS

Security
Features
Details on
Back.



ALTOONA, PA 16601
www.cgsbonline.com

Savings Bank

FOR

For Bobby

MP

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

353

60-7160/2313
BRANCH 5

2-28-07

DATE

PAY TO THE
ORDER OF

Kristy Common

\$ 250 ⁰⁰

Two hundred fifty

DOLLARS

Security
Features
Details on
Back.



ALTOONA, PA 16601
www.cgsbonline.com

FOR

For Bobby

MP

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

375

60-7160/2313
BRANCH 5

3-9-07

DATE

PAY TO THE
ORDER OF

Andy Reed

\$ 50 ⁰⁰

Fifty dollars

DOLLARS

Security
Features
Details on
Back.



ALTOONA, PA 16601
www.cgsbonline.com

Savings Bank

FOR For a few consultation

For Bobby

MP

Figuerola Laboratories

PO Box 1569
Santa Ynez, CA 93460

INVOICE

Date	Invoice #
10/12/2005	314399

Bill To

Lori Bobby
689 Main St
Patton, PA 16668

Ship To

Lori Bobby
689 Main St
Patton, PA 16668
814-247-6574

P.O. No.	Terms	Rep	Ship Date	Ship Via
Verbal	Prepaid	Anton	10/12/2005	UPS
Description	Qty	Price	Amount	
LaminaSaver Equine 3 lb	1	239.99	239.99	T
EquineSaver 10 lb	1	59.99	59.99	T
Shipping & Handling		29.95	29.95	
fax 814.247.6555				

IMPORTANT NOTICE: Figuerola Laboratories guarantees the contents of this shipment conform to specifications and were in good condition when shipped. ALL SALES ARE FINAL. NO REFUNDS, NO RETURNS. NO EXCEPTIONS.

Subtotal	\$329.93
Sales Tax (0.0%)	\$0.00
Total	\$329.93
Payments/Credits	\$-329.93
Balance Due	\$0.00

Ph (805) 688-6626
Fax (805) 688-8099

Thank You For Your Order! **Figuerola**

Order Online 24 hours, 7 days a week: www.figuerola-labs.com

#193329 Order herbal-remedies-usa-193329 for
Herbal-remedies-usa

Date Mon Dec 12 11:59:28 MST 2005

Ship to Lori Bobby
689 Main st
Patton PA 16668
US United States
814 247 6574

Bill to Same

E-Mail hremedies@qwest.net (emailed)

Via GROUND SHIPPING 3 TO 6 BUSINESS DAYS

Tracking Information Shipped
Fedex Tracking # 468990740029419

Payment Visa

Comments fd

Item	Code	Qty	Unit Price
Chaste Tree Berry (Vitex agnus castus) C/S Powder - 4 oz. Bulk http://www.herbalremedies.com/chastetree.html (Shipped) Fedex Tracking Number: 468990740029419	5497b-NOUPC	2	6.45
Subtotal			12.90
Shipping			5.99
Tax			0.00
Total			18.89

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

327

2-8-06

60-7160/2313
BRANCH 5

PAY TO THE
ORDER OF

District Court 46-3-04 | \$ 133.50
One hundred thirty three Dollars and -50 $\frac{50}{100}$ DOLLARS

Security
Features
Details on
Back.



ALTOONA, PA 16601
www.cgsbonline.com

FOR

123137160513 0580295881 0327 00000013350

© HARLAND 2004

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

RECEIPT OF PAYMENT

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address: **251 SPRING ST**

PO BOX 362

HOOTZDALE, PA

Telephone: **(814) 378-7160**

16651-0362



REMITTER :

STEVE & LORI BOBBY
689 MAIN ST
PATTON, PA 16668

Docket No.: **CV-0000019-06**
Date Filed: **2/08/06**

RECEIPT NO:	039267	DATE:	2/08/06	PAGE:	1
SOURCE:	PAID AT WINDOW		AMOUNT RECEIVED:	\$	133.50
METHOD:	PAID BY CHECK		AMOUNT APPLIED:	\$	133.50
CHECK#:	00327		COLLATERAL APPLIED:	\$.00
MANUAL RECEIPT#:			CHANGE:	\$.00
CITATION#:			NEXT PAYMENT AMOUNT:		
COSTS INCLUDED ON:			NEXT PAYMENT DATE:		
			NEXT PMT TYPE:		

PAYMENT DESCRIPTION	BALANCE FWD	AMT APPLIED	CURRENT BAL
JUDICIAL COMPUTER PROJECT	8.00	8.00-	.00
ACCESS TO JUSTICE	2.00	2.00-	.00
POSTAGE	20.00	20.00-	.00
COMMONWEALTH COST- HB627	69.00	69.00-	.00
FILING FEES 17-CTY	34.50	34.50-	.00
	=====	=====	=====
TOTAL	133.50	133.50-	.00
CURRENT BALANCE DUE	.00		

RECV'D FROM BOBBY, STEVE & LORI
THANK YOU! RH

Date: 9/12/2006
Time: 10:53 AM

Clearfield County Court of Common Pleas
Receipt

NO. 1915518
Page 1 of 1

Received of: Bobby, Stephen \$ 12.00

Twelve and 00/100 Dollars

	Amount
Subpoena	12.00
Total:	12.00

Payment Method: Cash
Amount Tendered: 12.00
Change Returned: 0.00
Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

Date: 9/12/2006
Time: 10:47 AM

Clearfield County Court of Common Pleas
Receipt

NO. 1915517
Page 1 of 1

Received of: Bobby, Lori (plaintiff) \$ 20.00

Twenty and 00/100 Dollars

Case: 2006-00453-CD

Plaintiff: Steve Bobby, et al. vs. Bill Br

Amount

Praecipe/List For Arbitration

20.00

Total:

20.00

Check: 428

Payment Method: Check

Amount Tendered: 20.00

Change Returned: 0.00

Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Cou

By: _____

Deputy Clerk

3-26-06

KEVIN GALINIS

231 HUBER ST

HASTINGS, PA. 16646

To Lori Bobby
PATTON

FOR EXCAVATION WORK

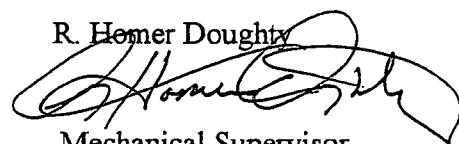
HORSE BURIEL

\$100.00

Paid Kevin Galinis

To Whom It May Concern;

On Thursday, March 9, 2006, I received a telephone call from S. M. Bobby during which Mr. Bobby stated that he would not be able to report in for work on this date. Mr. Bobby stated to me that he would be unable to come to work due to having a court appearance. His telephone call followed the acceptable guidelines for reporting off work here at the Juniata Locomotive Shops of the Norfolk Southern Corporation.

R. Homer Doughty

Mechanical Supervisor
Traction Motor Shop Dept 315
Juniata Locomotive Shops

ALTOONA REGIONAL HEALTH SYSTEM
REQUEST FOR VACATION, PERSONAL DAY,
OR COMPENSATORY (HOLIDAY) DAY

NAME John Doughty DATE 3/10/06

DEPT. 315 JOB TITLE Mechanical Supervisor

NUMBER OF HOURS REQUESTED 10

CIRCLE ONE: VACATION PERSONAL DAY COMP. DAY (HOLIDAY)

DATE: 3/9/06 TO 3/10/06
FIRST DAY OF ABSENCE LAST DAY OF ABSENCE

RECEIVED: John Doughty EMPLOYEE'S SIGNATURE Homer Doughty

DATE 3/10/06 TIME 10:00 AM SUPERVISOR'S SIGNATURE Homer Doughty

MANAGER'S INITIALS JHD

DEPARTMENT, DIRECTOR'S SIGNATURE John Doughty

WHITE COPY: DEPARTMENT
YELLOW COPY: EMPLOYEE (APPROVAL/DENIAL)
PINK COPY: EMPLOYEE (RECEIPT)

ALTOONA REGIONAL HEALTH SYSTEM
REQUEST FOR VACATION, PERSONAL DAY,
OR COMPENSATORY (HOLIDAY) DAY

DATE 9-29-05

NAME Loh, Bobby

DEPT. SC JOB TITLE RN

NUMBER OF HOURS REQUESTED 8 hr unpaid leave
— need to meet Veterinarian

CIRCLE ONE: VACATION PERSONAL DAY COMP. DAY (HOLIDAY)

DATE: 9-29-05 TO
FIRST DAY OF ABSENCE LAST DAY OF ABSENCE

RECEIVED:

EMPLOYEE'S SIGNATURE

DATE

for Bobby

TIME

SUPERVISOR'S SIGNATURE

MANAGER'S INITIALS

DEPARTMENT DIRECTOR'S SIGNATURE

WHITE COPY: DEPARTMENT
YELLOW COPY: EMPLOYEE (APPROVAL/DENIAL)
PINK COPY: EMPLOYEE (RECEIPT)

ALTOONA REGIONAL HEALTH SYSTEM
REQUEST FOR VACATION, PERSONAL DAY,
OR COMPENSATORY (HOLIDAY) DAY

DATE 11-28-05

NAME Lori Boley

DEPT. 5c JOB TITLE RN

NUMBER OF HOURS REQUESTED 8 unpaid leave

Need to meet Vet for horse problems

CIRCLE ONE: VACATION PERSONAL DAY COMP. DAY (HOLIDAY)

DATE 11-28-05 TO
FIRST DAY OF ABSENCE LAST DAY OF ABSENCE

RECEIVED:

Lori Boley
EMPLOYEE'S SIGNATURE

DATE

Marty Killenick
SUPERVISOR'S SIGNATURE

TIME

MANAGER'S INITIALS

DEPARTMENT DIRECTOR'S SIGNATURE

WHITE COPY: DEPARTMENT
YELLOW COPY: EMPLOYEE (APPROVAL/DENIAL)
PINK COPY: EMPLOYEE (RECEIPT)

ALTOONA REGIONAL HEALTH SYSTEM
REQUEST FOR VACATION, PERSONAL DAY,
OR COMPENSATORY (HOLIDAY) DAY

DATE 2-22-06

NAME Lax, Bobby

DEPT. Sc

JOB TITLE RN

NUMBER OF HOURS REQUESTED

8 hrs unpaid leave

Need to be home to meet Vet for horses.

CIRCLE ONE: VACATION

PERSONAL DAY

COMP. DAY (HOLIDAY)

DATE: 2-22-06

TO

FIRST DAY OF ABSENCE

LAST DAY OF ABSENCE

RECEIVED:

Bobby
EMPLOYEE'S SIGNATURE

DATE

TIME

Mitch Kolkwitz
SUPERVISOR'S SIGNATURE

MANAGER'S INITIALS

DEPARTMENT DIRECTOR'S SIGNATURE

WHITE COPY:

DEPARTMENT

YELLOW COPY:

EMPLOYEE (APPROVAL/DENIAL)

PINK COPY:

EMPLOYEE (RECEIPT)

**NORFOLK SOUTHERN RAILWAY COMPANY
PAYROLL EARNINGS AND DEDUCTION STATEMENT**

SM BOBBY
EMP 0768541

NSCB PAY LOC AAA

PAY DATE MAR 03 2006
FOR PERIOD ENDING FEB 17 2006

GROSS EARNINGS		CURRENT	YTD AMOUNT	YTD TAXABLE
CONTRACT H&W CONTRIB		732.00	8,910.30	
TAXABLE GROSS EARNINGS		606.14		
LESS DEDUCTIONS:		625.89	212.22	
TIER 1 RRT RETIREMENT		6.20% OF	\$1,625.89	8,698.08
TIER 1 RRT MEDICARE		1.45% OF	\$1,625.89	
TIER 2 RRT TAX		4.40% OF	\$1,625.89	
FEDERAL INCOME TAX		MARRIED 2 EXEMPTIONS	71.54	382.72
PENNSYLVANIA INCOME TAX		MARRIED 0 EXEMPTION	131.00	8,698.08
ELDER T. (CAMBRIA) INCOME TAX		SINGLE 0 EXEMPTION	49.92	8,698.08
UNION DUES - IAM			267.04	8,698.08
TOTAL DEDUCTIONS			16.26	8,698.08
NET PAY			0.00	8,698.08
			393.11	8,698.08
			254.24	8,698.08
			104.92	8,698.08

	TYPE OF PAY	HOURS	RATE	AMOUNT
NTE DIFF		80.00	.2500	20.00
NTE ST		80.00		
TOTAL		21.4000		1,712.00
				1,732.00

EMPLOYEE N

EMPLOYEE NAME _____

COST CENTER

HECK DA

SOCIAL SECURITY NO.

ACCR.	HRS. REMAINING	ACCR.	HRS. REMAINING	ACCR.	HRS. REMAINING	BASE RATE
VAC	113.3803	SCK	0.0000	SKNU	32.8388	24.290

DESC.	HOURS	EARNINGS	RATE

117.66 468.2

169: 12 651-3

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1484

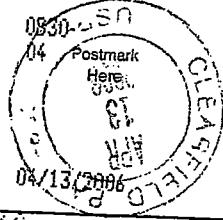
30

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 10.63
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.88



Sent To: *Peter Smith*
Street, Apt. No.: *PO Box*
or PO Box No.: *130*
City, State, ZIP+4: *CLEARFIELD PA 16830*

PS Form 3800, June 2002
See Reverse for Instructions

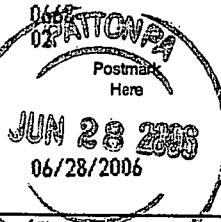
U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

OFFICIAL USE

CLEARFIELD PA 16830

Postage	\$ 0.39
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.64



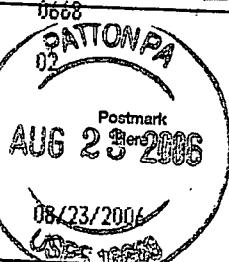
Sent To: *Peter Smith*
Street, Apt. No.: *30 S Second St*
or PO Box No.
City, State, ZIP+4

PS Form 3800, April 2002
See Reverse for Instructions

OFFICIAL USE

CLEARFIELD PA 16830

Postage	\$ 2.31
Certified Fee	\$ 2.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 6.56



Sent To: *PETER SMITH*
Street, Apt. No.: *PO BOX 130*
or PO Box No.
City, State, ZIP+4

PS Form 3800, April 2002
See Reverse for Instructions

PATTON PA		Pennsylvania	
166689998		4125460638-0098	
06/28/2006	(814)674-8010	10:14:37 AM	
Product Description	Sales Receipt	Final Price	
CLEARFIELD PA 16830	First-Class	\$0.39	
0.30 oz.			
Return Rcpt (Green Card)	\$ 1.85		
Certified	\$ 2.40		
Label #:	70020860000335666347		
Customer Postage	Subtotal:		
	-\$0.39		
	\$4.25		
Issue PVI:	\$4.25		
39c #10	1	\$0.47	\$0.47
Frank in Env.			
Total:			\$4.72
Paid by:			
Cash			
Change Due:			
			\$5.00
			-\$0.28

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clickship to print shipping labels with postage. For other information call 1-800-ASK-USPS. Bill #: 1000200408770 Clerk: 02

All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only - No Insurance Coverage Provided)

3562 0860 0003 7002 1131

OFFICIAL USE

Postage	\$ 2.40
Certified Fee	\$ 1.65
Return Receipt Fee (Endorsement Required)	\$ 0.00
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 4.04

Postmark
PAIONIA PA
FEB 06 2007

7002 0860 0003 3562 1131

Sent To
Dr. Scott McAllister
Street, Apt. No.;
or PO Box No. 164 TUSSEY SINK ROAD
City, State, ZIP+4 CENTER HALL, PA 16828

PS Form 3800, April 2002
See Reverse for Instructions

SENDER COMPLETE THIS SECTION

1. Article Addressed to:

Dr. Scott McAllister
164 Tussey Sink Road
Center Hall PA 16828

2. Article Number
(Transfer from service label)

7002 0860 0003 3562 1131

RECIPIENT COMPLETE THIS SECTION ON DELIVERY

A. Signature
E. Scott McAllister

B. Received by (Printed Name)
E. Scott McAllister

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

DON WESTRICK
Owner and Manager

DON WESTRICK FARMS
Box 297
R.D. 1, PATTON, PENNSYLVANIA 16668

2380

Phone
814-247-8551

Date June + July 2005

Shipped to Lori Bobby

Address _____

Shipped by _____

Address _____

	5's				
	10's				
	15's				
	50's				
	50's				
Cwts.	Norchesps				
Cwts.	Kennebec				
<u>Boarding Monday 190.00 x 2</u>					
			380.00		
		CASH			

Trucking Firm _____

Address _____

Tractor No. _____ Trailer No. _____

Received by _____

1 1/2% Interest will be added after 30 days.

BUYER'S COPY

DON WESTRICK
Owner and Manager

DON WESTRICK FARMS
Box 297
R.D. 1, PATTON, PENNSYLVANIA 16668

2383
Phone
814-247-8551

Sold to

Address

Shipped by

Address

Date Aug. - Sept. - Oct. 2005

	5's				
	10's				
	15's				
	50's				
	50's				
Cwts.	Norchips				
Cwts.	Kennebec				
	<i>Boarding</i>	<i>Mandy</i>	<i>190.00</i>	<i>x 3</i>	
			<i>570.00</i>		
		<i>Cash</i>			

Trucking Firm

Address

Tractor No.

Trailer No.

Received by

1 1/2% Interest will be added after 30 days.

BUYER'S COPY

ACCOUNT CATEGORY:

- PRIMARY CHECKING
- SECONDARY CHECKING
- MONEY MARKET CHECKING
- LINE OF CREDIT
- OTHER _____

Andy Reed
Ninety-five dollars

Memo _____

For addressee
no longer _____TAX DEDUCTIBLE ITEM -

1889

6-15-05

BAL FOR'D	
ITEM AMOUNT	95 50
BALANCE	
DEPOSIT	
FOR'D	

GOTIABLE
sumer material

No. # 2889 6-15-2005
Received from Lori Bobby

95 50
Dollars

For Mandy 1 Full & Trim - New Shoes
with Leather Pads 1 call at 10 00
\$ Thank You Andy 674-3319.

STEPHEN M BOBBY 08-04

LORI A BOBBY

PH. 814-247-6574

689 MAIN ST

PATTON, PA 16668

188

9-6-05

60-7160/2313
BRANCH 5

Date

© HARLAND 2003

Pay to the
Order of Andy Reed \$ 75 50
Ninety-five dollars

Dollars

Security
Details on
Back.ALTOONA, PA 16601
www.cgsbonline.com

For _____

Lori

100 7500

No. # 183 9-6-2005
Received from Lori Bobby

75 50
Dollars

For 1 trim & reset 1 call 10 00
\$ Thanks 674-3319

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

224

60-7160/2313
BRANCH 5

11-22-05

DATE

PAY TO THE
ORDER OF

Andy Reed
Seventy dollars

\$ 70.00

DOLLARS



ALTOONA, PA 16601
www.cgsbonline.com

FOR

1:2

©HARLAND

for Bobby

07000.00

No. #224

11-22-2005

Received from Lori Bobby

1 trim @ 20.00

1 trim & reset 50.00 70.00 Dollars

100

For

\$ Thank You Andy.

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

238

60-7160/2313
BRANCH 5

12-7-05

DATE

PAY TO THE
ORDER OF

Andy Reed
Eighty five dollars

\$ 85.00

DOLLARS



FOR

1:2

©HARLAND

for Bobby

08500.00

No. #238

12-7-2005

Received from Lori Bobby.

55.00 Dollars

100

For (No trim) new shoes

\$ Thanks Andy

STEPHEN M BOBBY 08-04
LORI A BOBBY
PH. 814-247-6574
689 MAIN ST
PATTON, PA 16668

310

60-7160/2313
BRANCH 5

PAY TO THE
ORDER OF Andy Reed

1-317-126

DATE

Seventy dollars

\$ 70 ⁰⁰ ~~5~~

Security
Features
Details on
Back.

The logo for C&G Savings Bank. It features the letters 'C' and '&' above the letters 'G', all contained within a single rectangular border. Below this, the words 'Savings Bank' are written in a smaller, italicized serif font.

ALTOONA, PA 16601
www.cgsbonline.com

FOR

623

© HARLAND 2004

Dr. Bally

MP

No. #310 1-30 2006

Received from Col. Bobby.

For *reset & new glass* ~~100~~ ¹⁰ Dollars

For reset & new plastic pads.

For reset & new plastic pads.

1 call \$0.00

11. *Leucosia* (Leucosia) *leucostoma* (Fabricius) (Fig. 11)