



## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of Clearfield

46<sup>th</sup>

## NOTICE OF APPEAL

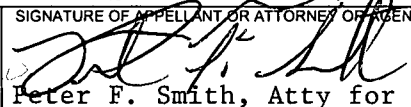
FROM

## 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.

Signature of Prothonotary or Deputy

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.

**FILED**  
01:04:30  
MAR 27 2006  
Atty Smith  
pd 8500  
copies to:  
Atty Smith  
Pitt  
MDS thinking  
William A. Shaw  
Prothonotary/Clerk of Courts

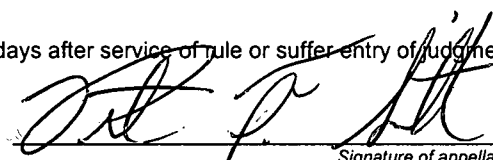
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(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  
Signature of appellant or attorney or agent

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

46<sup>th</sup>

## NOTICE OF APPEAL

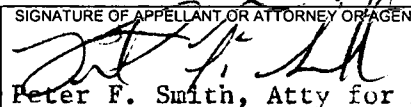
FROM

## 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			
DOCKET No. CV-0000019-06		(Defendant) vs Bill Brunner, et al		
		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

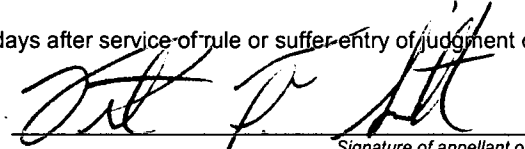
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PRAECIPE: To Prothonotary

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

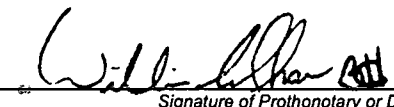
RULE: To Steve Bobby and Lori Bobby, appellee(s)  
Name of appellee(s)

(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  
HOUTZDALE, PA**  
Telephone: **(814) 378-7160** **16651-0362**

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

**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**



**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	\$ <b>3,300.00</b>
Judgment Costs	\$ <b>133.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 3,433.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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

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

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

**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**.

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**

**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**

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 & 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	\$ <b>3,300.00</b>
Judgment Costs	\$ <b>133.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 3,433.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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.

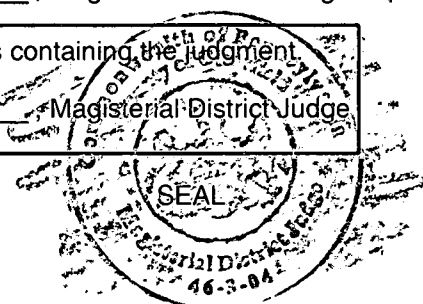
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3-9-06 Date James L. Hawkins, Magisterial District Judge

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  
LORI BOBBY,  
Plaintiffs

vs.

BILL BRUNNER, et al  
Defendants

Case No. 2006-453-CD

TYPE OF CASE  
**CIVIL**

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  
0110461 CC  
MAR 27 2006

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.

BILL BRUNNER et al.  
Defendants

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:

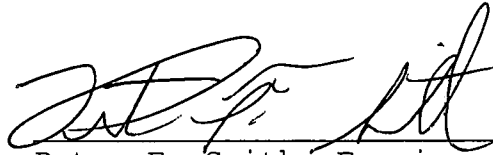
Case No. 2006-

**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,

Dated: March 27, 2006

  
Peter F. Smith, Esquire  
Attorney for Defendants

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

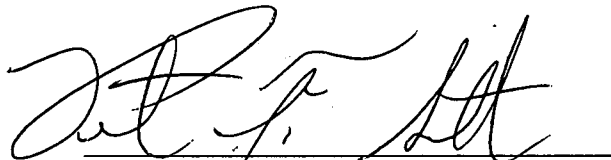
**CERTIFICATE OF SERVICE**

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  
01:11:00  
William A. Shaw  
Prothonotary/Clerk of Courts  
no 66

STEVE BOBBY and :  
LORI BOBBY :

NO. 2006- 453-CD

vs. :

BILL BRUNNER ET AL: :

ATTACHMENTS TO CERTIFICATE OF SERVICE

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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

PS Form 3800, June 2002

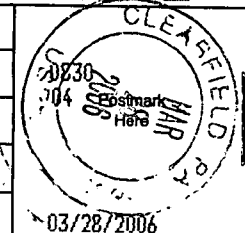
See Reverse for Instructions

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

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 LORI BOBBY  
Street, Apt. No.;  
or PO Box No. 689 MAIN STRET  
City, State, ZIP+4 PATTON, PA 16668

PS Form 3800, June 2002

See Reverse for Instructions

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

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**

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**



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

**2006-453-00**

**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	\$ <b>3,300.00</b>
Judgment Costs	\$ <b>133.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 3,433.50</b>

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**

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

**FILED** *2 cc pff*  
*01/24/06*  
**APR 13 2006** *@*

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 ½ 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.

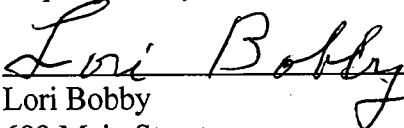
34. Plaintiffs relied on the fraudulent misrepresentations of Defendants all to their great detriment and loss.

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.

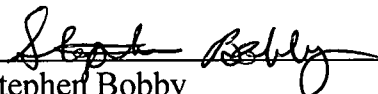
Respectfully submitted,

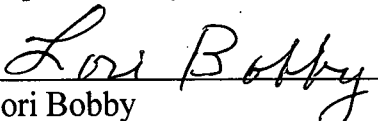
  
\_\_\_\_\_  
Stephen Bobby

  
\_\_\_\_\_  
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

  
Lori Bobby

Date: 4-13-06

STEPHEN and LORI BOBBY,  
Plaintiffs


vs.

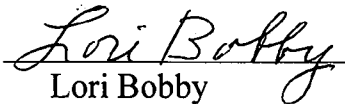
WILLIAM and MARSHA BRUNNER,  
Defendants

: 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

  
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  
01:40 PM  
MAY 04 2006  
Atty Smith

William 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.

WILLIAM BRUNNER and  
MARSHA BRUNNER,  
Defendants

No. 2006-453-CD


**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.

WILLIAM BRUNNER and  
MARSHA BRUNNER,  
Defendants

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No. 2006-453-CD

**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.

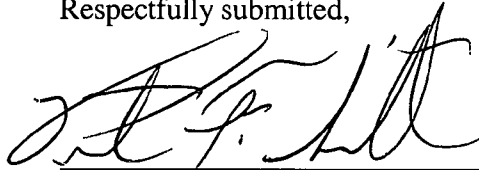
42. Plaintiffs are estopped from asserting liability against the Brunners for the foregoing reasons.

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,

A handwritten signature in black ink, appearing to read 'Peter F. Smith', written over a horizontal line.

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	
		4-15-2005	
NAME			
Lori 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 Pony		11000
2	Rocky Mtn		2500
3	Mare		33000
4			
5	1 12 yr old		
6	Fox Trotter		
7	Mare		29000
8	Subtotal		62000
9	hauling		4800
10			
11			
12	Total		624800
RECEIVED BY			
Michael Brunner			

KEEP THIS SLIP FOR REFERENCE

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

FILED <sup>NO</sup>cc  
MAY 04 2006

William A. Shaw  
Prothonotary/Clerk of Courts



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Stephen and Cori Bobby  
(Plaintiff)

CIVIL ACTION

\_\_\_\_\_  
(Street Address)

No. 06-453-CD

Type of Case: \_\_\_\_\_

\_\_\_\_\_  
(City, State ZIP)

Type of Pleading: Plaintiffs' Reply to  
Defendants new matter

Filed on Behalf of:

VS.

William and Marsha Brunner  
(Defendant)

Stephen and Cori Bobby  
(Plaintiff/Defendant)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State ZIP)

**FILED**

MAY 15 2006

0/8:35/10

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.

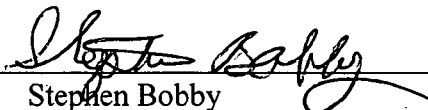
42. Denied. This is a conclusion of law to which no response is required.

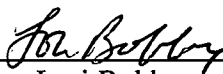
43. Denied. This is a conclusion of law to which no response is required. By way of further answer, Plaintiffs took all reasonable steps to protect their interests as well as the health of the horse.

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,

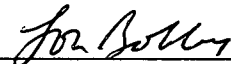
By:   
Stephen Bobby

  
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

  
\_\_\_\_\_  
Lori Bobby

Date: 5-14-06

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 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

vs.

WILLIAM BRUNNER and  
MARSHA BRUNNER,

Defendants

No. 2006-453-CD

**FILED**

AUG 02 2006

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**

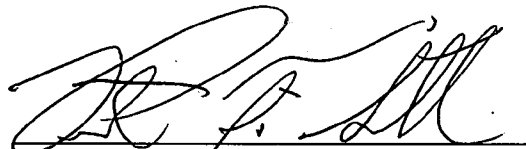
I, Peter F. Smith, attorney for the Defendants in the above-captioned matter, hereby certify that I served a true and correct copy of the **INTERROGATORIES and REQUEST FOR PRODUCTION OF DOCUMENTS** on the Plaintiffs by U.S. First Class Mail, Postage Prepaid to the following addresses on July 31, 2006:

Steve Bobby  
689 Main Street  
Patton, PA 16668

Lori Bobby  
689 Main Street  
Patton, PA 16668

Respectfully submitted,

Date: July 31, 2006



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

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

2006-453-C1

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 Lore, Bobby  
PLAINTIFF(S)

Bill and Marsha Brunner ( )  
DEFENDANT(S)

Check block if a Minor  
is a Party to the Case

\_\_\_\_\_  
ADDITIONAL DEFENDANT(S)

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED

\$8000.00

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:

Steve - Lore, Bobby  
FOR THE PLAINTIFF

814-247-6574  
TELEPHONE NUMBER

Attorney Peter Smith  
FOR THE DEFENDANT

814-765-5595  
TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

FILED

SEP 12 2006

0/10-30/14

William A. Shaw

Prothonotary/Clerk of Courts

no CLERK COPY

COPY TO 4A

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

STEPHEN AND LORI BOBBY

vs.

BILL AND MARSHA BRUNNER

:  
:  
: No. 06-453-CD  
:  
:

**FILED** <sup>6CC</sup>  
9/2/25 cm C/A  
JAN 19 2007 Will serve  
(6K)

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, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

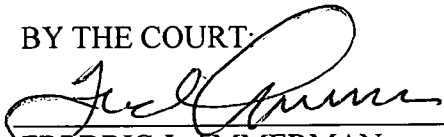
William C. Kriner, Esquire, Chairman

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

0/10:45/ (S)  
William A. Shaw  
Prothonotary/Clerk of Courts

no 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

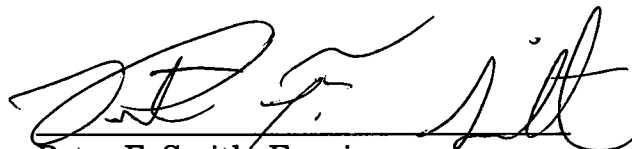
William C. Kriner, Esquire  
219 East Market Street  
P.O Box 1425  
Clearfield, PA 16830

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

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

Respectfully submitted,

Date: March 1, 2007



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

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.

Gary A. Knaresboro, Esq.

Blaise Ferraraccio, Esq.

*William C. Kriner*

Chairman

*Gary A. Knaresboro*  
*Blaise J. Ferraraccio*

Sworn to and subscribed before me this  
March 9, 2007

*William A. Shaw*  
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 dissenting.

*William C. Kriner*

Chairman

*Gary A. Knaresboro*  
*Blaise J. 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

*William A. Shaw*  
Prothonotary

By \_\_\_\_\_

FILED  
01:01 PM  
MAR 09 2007

Notice to  
Aff and Atty P. Smith

William A. Shaw  
Prothonotary/Clerk of Courts

Plaintiff -  
689 Main St.  
Patton, PA 16808

Steve Bobby and Lori Bobby

Vs.

Bill Brunner

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

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

Vs.

Bill Brunner

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

:

COPY

NOTICE OF AWARD

TO: PETER F. SMITH

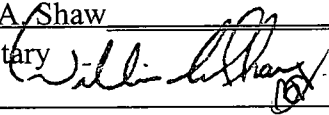
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 9, 2007, and have awarded:

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 + Lori Bobby  
(Plaintiff)

CIVIL ACTION

689 MAIN ST  
(Street Address)

No. 2006 - 00453 CD

PAHON PA 16848  
(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 PAHON PA 16848  
(Address)

814-247-6574  
(Phone)

\_\_\_\_\_  
(Signature)

**FILED** *Noce*  
*09:15 PM*  
*MAR 19 2007*  
*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 24<sup>th</sup> 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 8<sup>th</sup> 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

012:47 PM  
AUG 30 2007

2cc Plff  
689 Main St,  
Pottsville, PA 17066

William A. Shaw  
Prothonotary/Clerk of Courts

2cc Atty P. Smith

CK

FILED

AUG 30 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/30/07

     You are responsible for serving all appropriate parties.

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

  X   Plaintiff(s)      Plaintiff(s) Attorney      Other

     Defendant(s)   X   Defendant(s) Attorney

     Special Instructions:



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

PRAECIPE TO SETTLE & DISCONTINUE

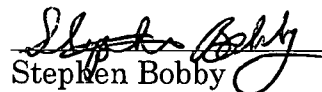
To: William A. Shaw, Sr. Clearfield County Prothonotary

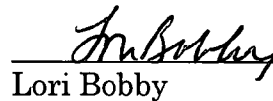
Dear Sir:

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

Respectfully submitted,

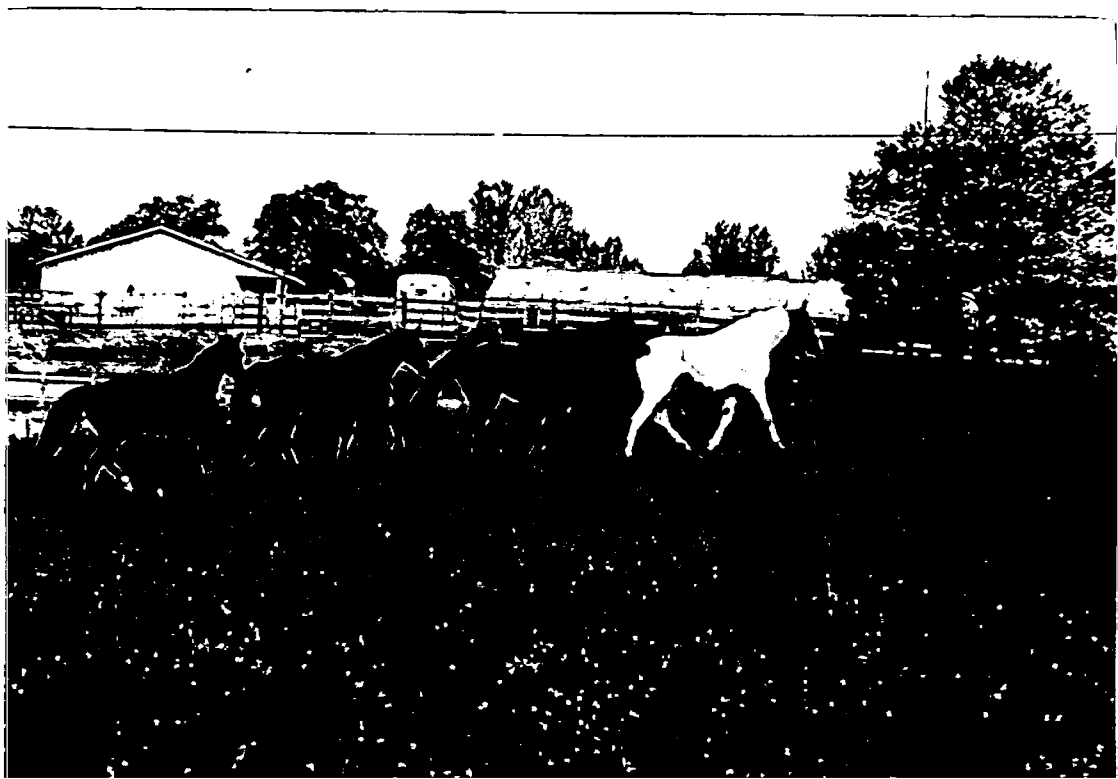
Date: 10-12-07

  
Stephen Bobby

  
Lori Bobby

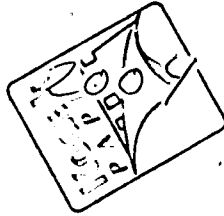
cc: Peter F. Smith, Attorney  
William & Marsha Brunner

**FILED** 2cc  
0110:1430 to Atty Smith  
OCT 30 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
No Certificate needed  
(62)



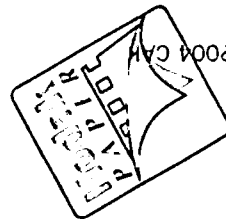


James Town Tenn.



JULY 2004 CAY

JULY 2004 CAY



JULY 2004 CAY

Dotty  
= mandy  
chance  
sady



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

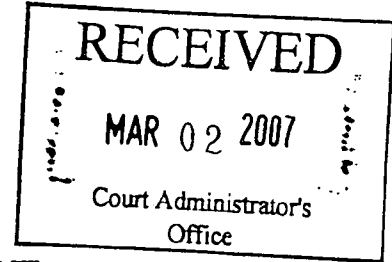
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA CIVIL DIVISION

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.

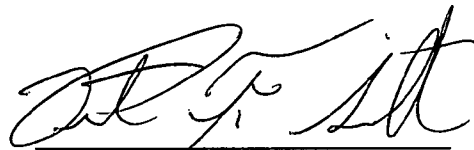
III. **DAMAGES:** Plaintiffs cannot carry their burden of proof to establish liability. Therefore they are entitled to no damages.

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: 3/1/07

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

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

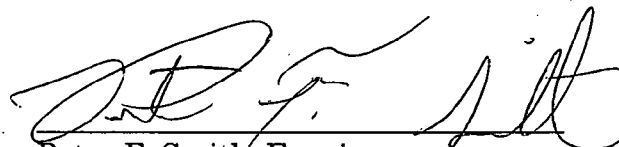
William C. Kriner, Esquire  
219 East Market Street  
P.O Box 1425  
Clearfield, PA 16830

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,

Date: March 1, 2007



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

cc: Mr. & Ms. William S. Brunner



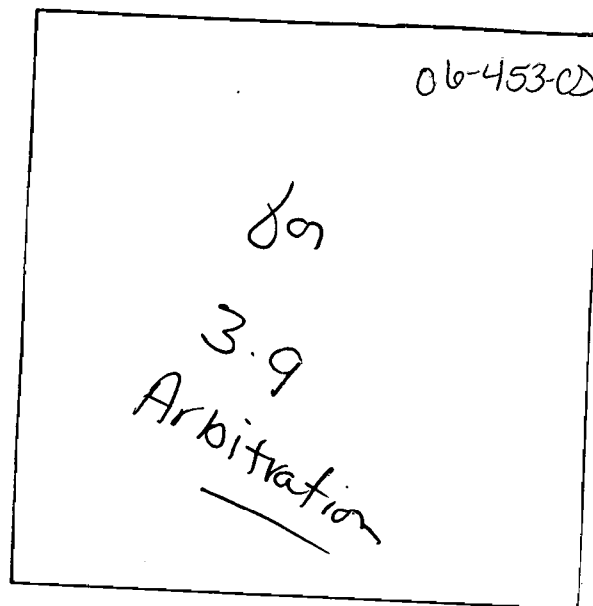
## VERIFICATION

**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



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

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\$8962.22

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.

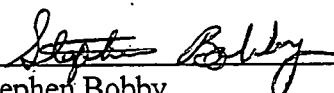


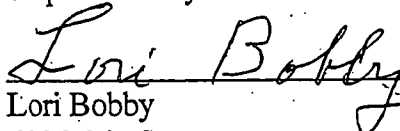
34. Plaintiffs relied on the fraudulent misrepresentations of Defendants all to their great detriment and loss.

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

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.

*Will D. R.*  
Prothonotary/  
Clerk of Courts

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

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.

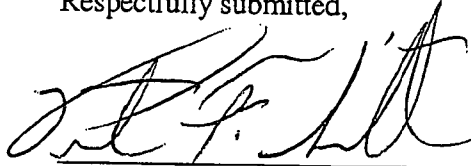


43. Plaintiffs' claim against the Brunners is barred because they failed to act in a timely and reasonable manner to properly protect their interests and the health of Mandy.

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,

A handwritten signature in black ink, appearing to read "Peter F. Smith", written over a horizontal line.

Peter F. Smith, Esquire  
Attorney for Defendants

Date: May 4, 2006

348978

CUSTOMER'S ORDER NO.		DATE	
		4-15-2005	
NAME			
Loril Bobbie			
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		3300.00
4			
5	12 yr old		
6	Fox Trotter		
7	Mare		2900.00
8	Subtotal		6200.00
9	hauling		48.00
10			
11			
12	Total		6248.00
RECEIVED BY			
Michael Brummer			

adams 4795

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

\_\_\_\_\_  
(Street Address)

No. 06-453-CD

Type of Case: \_\_\_\_\_

\_\_\_\_\_  
(City, State ZIP)

Type of Pleading: Plaintiffs' Reply to  
Defendants New Matter

Filed on Behalf of:

VS.

William and Marsha Brunner  
(Defendant)

Stephen and Lori Bobby  
(Plaintiff/Defendant)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State ZIP)

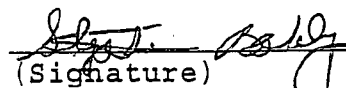
**FILED**  
MAY 15 2006

William A. Shaw  
Prothonotary/Clerk of Courts

Stephen Bobby  
(Filed by)

689 main st. Pottow, PA 16668  
(Address)

(814) 247-6574  
(Phone)

  
(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.

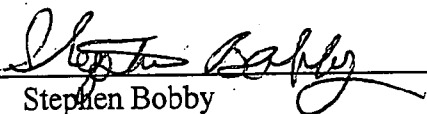
42. Denied. This is a conclusion of law to which no response is required.

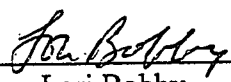
43. Denied. This is a conclusion of law to which no response is required. By way of further answer, Plaintiffs took all reasonable steps to protect their interests as well as the health of the horse.

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.

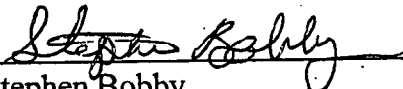
Respectfully submitted,

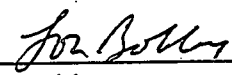
By:   
Stephen Bobby

  
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

  
\_\_\_\_\_  
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

vs.

WILLIAM BRUNNER and  
MARSHA BRUNNER,

Defendants

No. 2006-453-CD

INTERROGATORIES

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 VMD

RRD Box 172A1

Williamsburg, Pa 16693

814-832-2313

Spruce Run Equine Vet Assoc.

Dr J. Sackson

274 Saddle Rd

Somerset Pa 15501

814-352-7515

TAD Veterinary Service

D. C. Shoemaker

385 Cunningham Rd

Ebensburg, Pa 15931

814-344-6699

Dr Timothy Miller

1483 Historical Rd

Strangtown, 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

Bell Tower Stables

RD1

Carrolltown, Pa 15722

No phone - No longer in business.

- Don Westrich Farms

1078 Sunset Rd

---

Patton Pa 14648

814-674-8945

- Louise Russell

Seven Champs Equestrian Center

763 #9 Rd

Hastings, Pa 16646

814-247-8913

- Carrolltown Monastery Stable

RD1

Carrolltown, Pa 15722

No phone - No longer in business

- Common Stable

Hastings, Pa. 16646

Kristi, Dave Sr and Dave Jr Common

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. Shoemaker  
and Dr. Miller

---

Dr. Scott McAllister  
164 Turney Sike 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  
Phillipsburg, Pa 16866  
814-342-0265

Dan + Marilyn Sears  
322 S. Church St  
Canneltown, Pa 15722  
814-344-6509

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

At Connors 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 made an emergency visit. Physical exam revealed a humeral fracture just below the shoulder. Mandy was euthanized on 3-26-06 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  
Strongstown, 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  
LORI BOBBY,  
Plaintiffs

vs.

WILLIAM BRUNNER and  
MARSHA BRUNNER,  
Defendants

No. 2006-453-CD

Type of Case:  
CIVIL

Type of Pleading:  
REQUEST FOR PRODUCTION

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 SACKEN

" " 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.

T. tests to - Lunging scutes, Farnis Raven, Inflammasaver, 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 Weathland. - 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. McAllister's vet records of Mandy because they are copies, nor did I include Matter - New Matter.*

*Respectfully submitted,*

*Jon Sobley*

*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**  
**HOUTZDALE, PA** **16651-0362**  
Telephone: **(814) 378-7160**

PLAINTIFF: NAME and ADDRESS

**Steve and Lori Bobby**  
**689 Main St**  
**Parson, PA 16668**

VS.

DEFENDANT: NAME and ADDRESS

**Bill and Marsha Brunner**  
**RR1 1716 Evergreen Drive**  
**Coalport, PA**  
**814-672-3245**

Docket No.: **CV-19-06**  
Date Filed: **2-8-06**



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>133.50</u>	<u>2/8/06</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 ill otherwise defective horse. They made fraudulent statements and withheld information related to lameness, laminitis AND Equine Cushings Disease. They deceptively lied about the horses health. They were well informed horse traders who took advantage of firsttime 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.

*Steve Bobby / Lori Bobby*  
(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.

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**

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

**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 & 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	\$ <b>3,300.00</b>
Judgment Costs	\$ <b>133.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 3,433.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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

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

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

**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.  
\_\_\_\_\_, 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**  
**HOUTZDALE, PA**  
Telephone: **(814) 378-7160** **16651-0362**

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

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

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

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

Docket No.: **CV-0000019-06**  
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in the amount of \$ **3,433.50** on: (Date of Judgment) **3/09/06**

☐ Defendants are jointly and severally liable.

(Date & Time) \_\_\_\_\_

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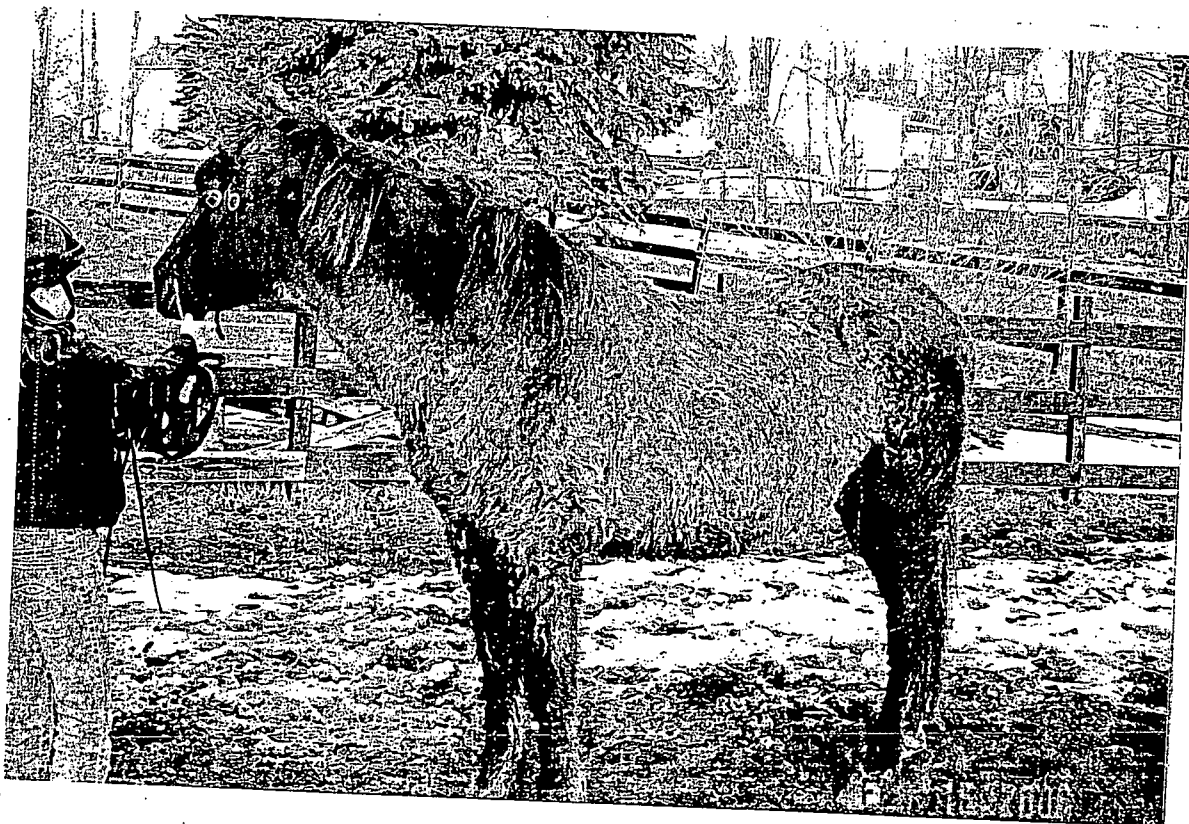
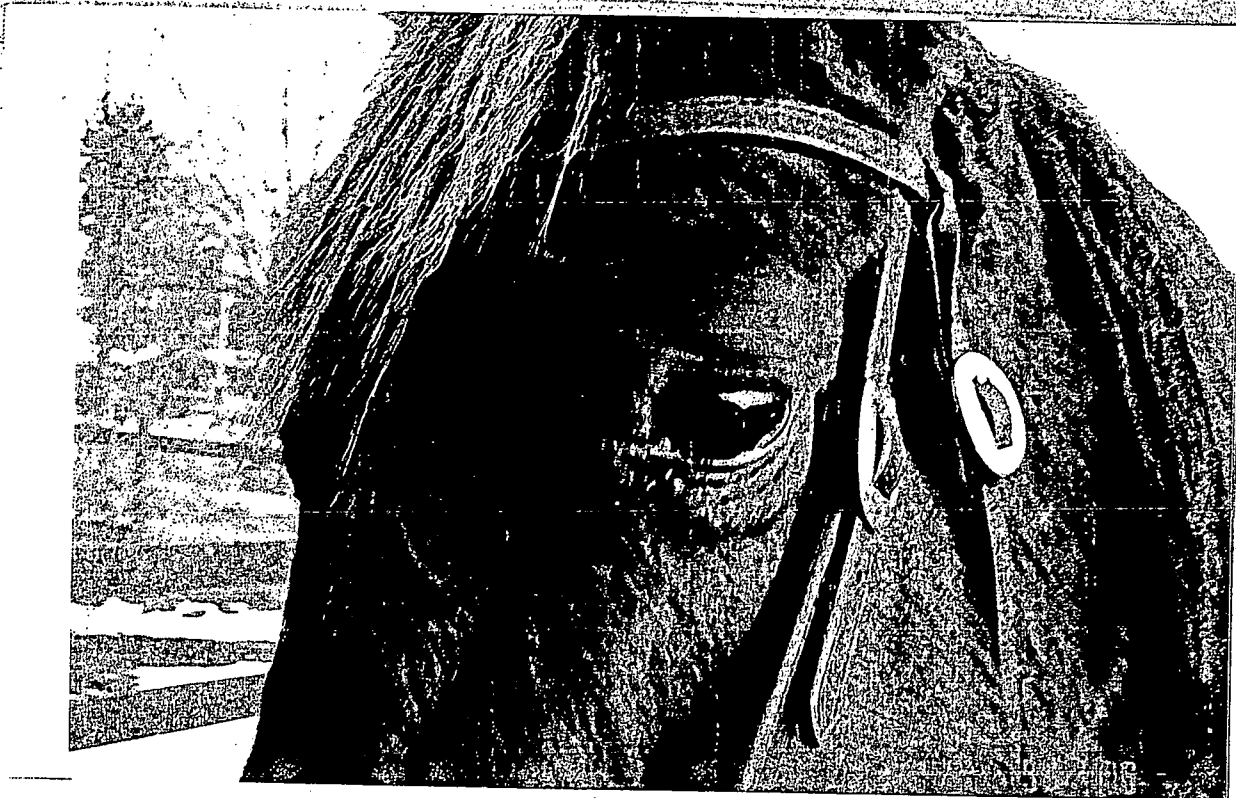
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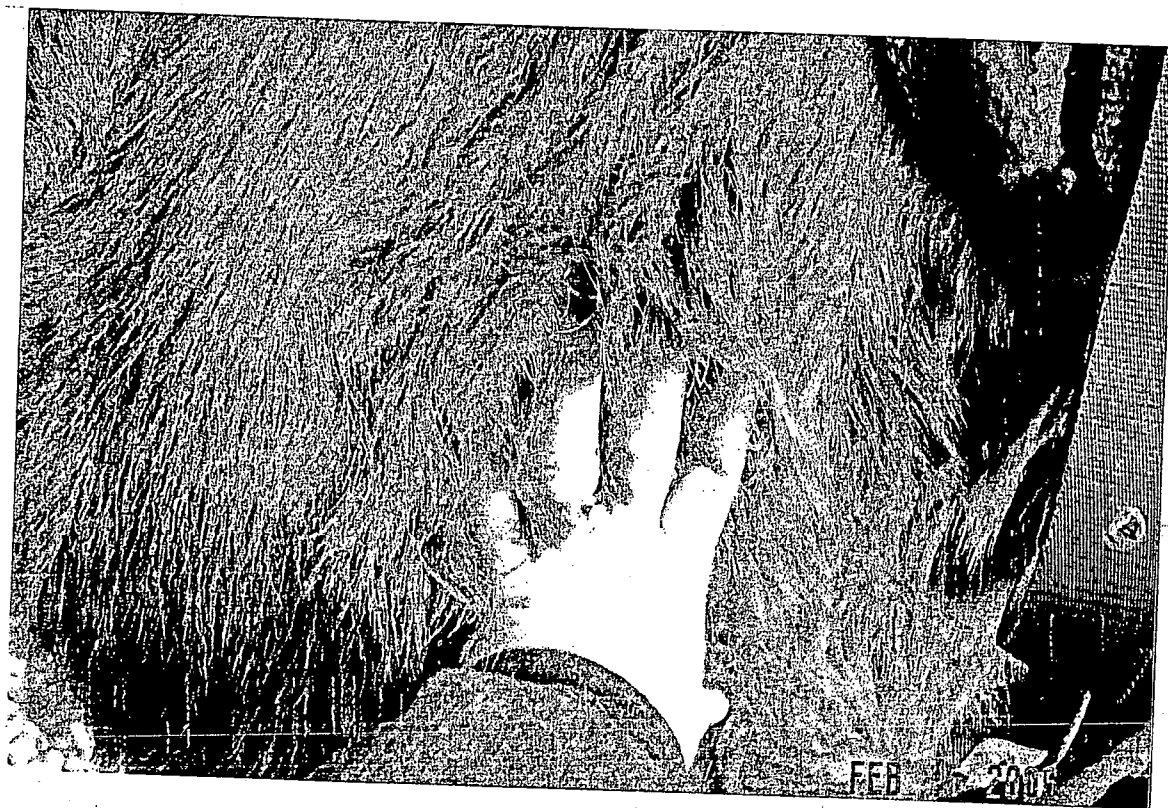
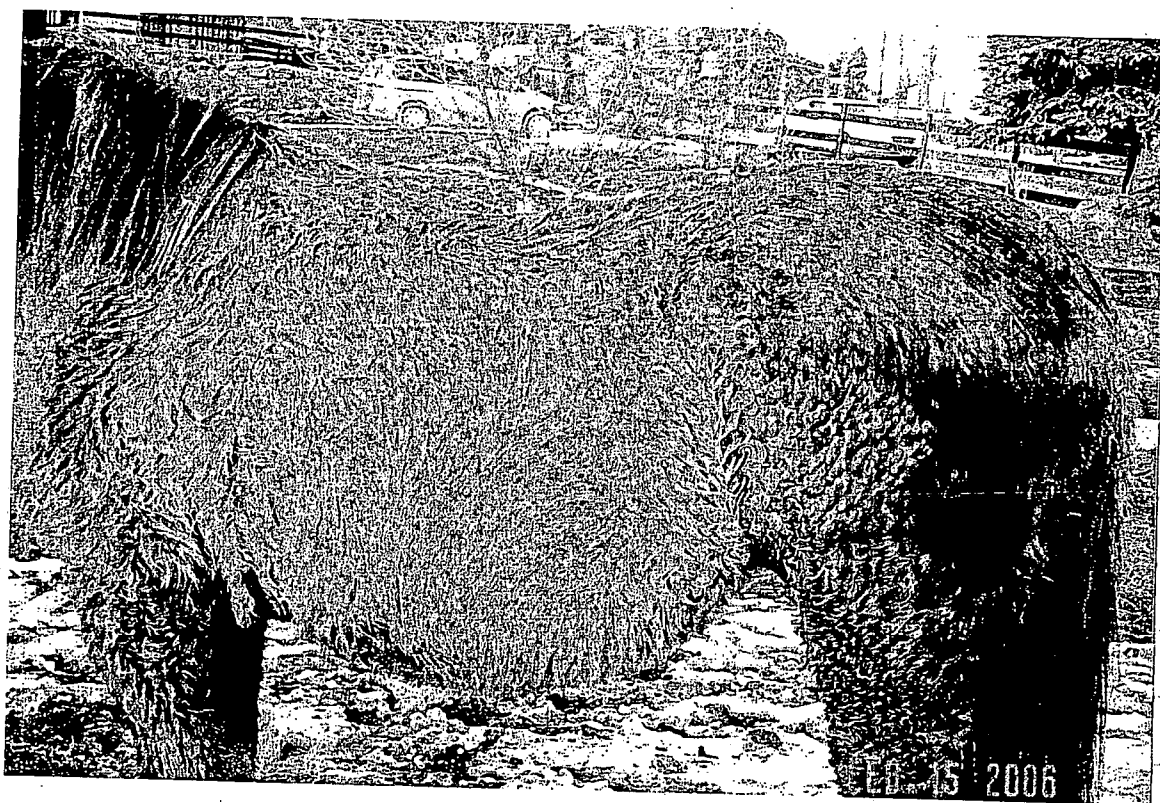
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3-9-06 Date James L. Hawkins, Magisterial District Judge

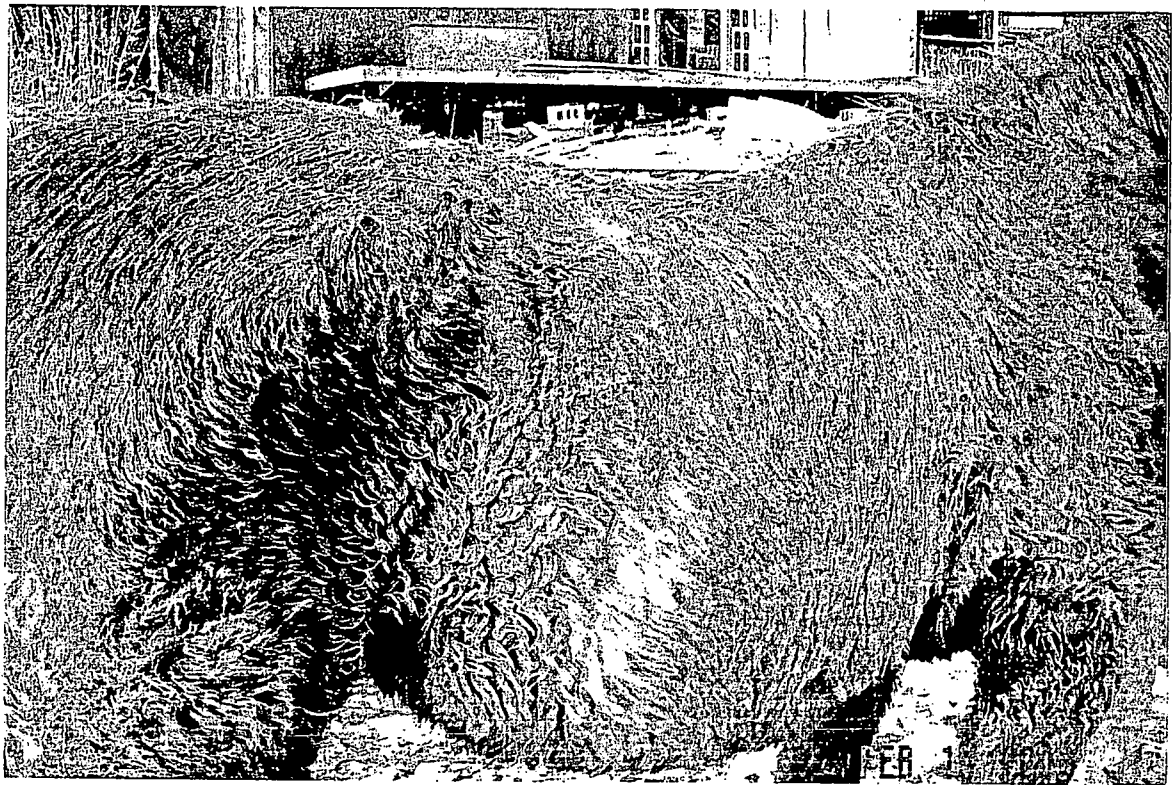
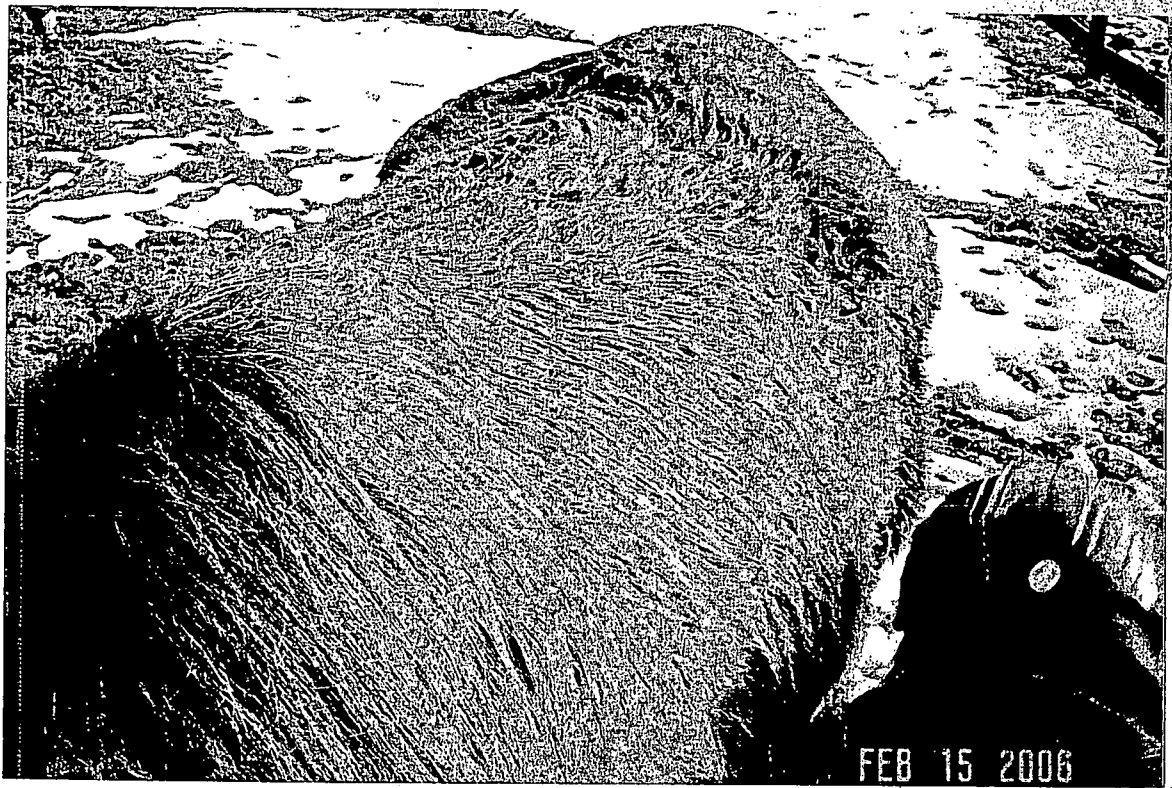
I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
3-22-06 Date James L. Hawkins, Magisterial District Judge

My commission expires first Monday of January, 2012.













# BRACKEN RIDGE VETERINARY MEDICAL DOCTORS

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

RR2 Box 172A1

Williamsburg, PA 16693

Telephone: (814) 832-2313

Client <b>LORI BOBBY</b>		Date <b>29 SEPT 05</b>		Invoice Number	
Telephone <b>(814) 247-6574</b>		Animal <b>DOTTY</b>		Animal <b>MANDY</b>	
Address <b>689 MAIN ST</b>		Description <b>15th FORTH - mare</b>		Description <b>12th ROCKY MT</b>	
City, State, Zip Code <b>PATTON PA 16668</b>		Location		Location <b>mare</b>	

CALL FEES	FEE	ANESTHESIA	FEE	VACCINATIONS	FEE
Service Call	<b>45-</b>	Sedate Horse		E/W/VEE, Flu, Tetanus, Rhino	
Emergency / After Hours		Torbugesic		Rabies / PHF	
		Dormosedan		West Nile Virus	
<b>PROFESSIONAL SERVICES</b>	<b>FEE</b>	Ketamine / Xylazine		Strangles (Pinnacle IN)	
Examination (Routine) <b>x 2</b>	<b>105-</b>	Telazol / Diazepam		Rabies	
Recheck		Local Anesthesia / Nerve Block		Tetanus Toxoid	
Breeding Soundness Exam		Epidural		Tetanus Antitoxin	
Colic				E/W/VEE, Tetanus	
Consultation		<b>RADIOLOGY / SONOGRAPHY</b>	<b>FEE</b>	Pneumabort K + 1b	
Health Certification		Ultrasound		Potomac Horse Fever	
Hospitalization		Radiographs		<b>DEWORM</b>	<b>FEE</b>
Insurance				Oral	
Lameness		<b>MEDICAL SERVICES</b>	<b>FEE</b>	Paste	
Mare & Foal		Bandage		Tube	
Ophthalmic		Fluid Therapy			
Prepurchase		Injections		<b>DENTISTRY</b>	<b>FEE</b>
Professional Services				Extended Dental	
Suture / Staple Removal				Extraction	
Transportation		Nasogastric Tube		Oral Exam	
				Teeth Floating	
<b>PROCEDURES</b>	<b>FEE</b>	Oral Medications			
Abdominocentesis				<b>LABORATORY</b>	<b>FEE</b>
Choke Lavage		Topical Medications		Biopsy	
Clean / Debride / Flush Wound				CBC	
CSF Collection				Chemistry	
Endoscopy		<b>REPRODUCTION</b>	<b>FEE</b>	Coggins Test	
Euthanasia		Artificial Insemination		CSF Analysis	
Flush Nasolacrimal Duct		Caslicks		Culture & Sensitivity	
IV Catheterization		Dystocia		Cytology	
Medication Administration		Rectal Palpation		Fecal Floatation	
NG Tube Administration		Speculum Exam		Foal IgG Test	
Rectal Palpation		Ultrasound Exam		Necropsy	
Sheath / Penis Cleaning		Uterine Biopsy			
Transtracheal Wash		Uterine Culture			
		Uterine Infusion			
<b>SURGERY</b>	<b>FEE</b>	<b>MEDICATIONS DISPENSED</b>	<b>FEE</b>		
Castration					
Minor Surgery					
Surgical Procedure					
Surgical Wound Repair					
				TOTAL \$	<b>150 -</b>

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

**MANDY - LAMINITIS BIT AT FRONT OF UNKNOWN DURATION. PLAN: START ON LAMINASEN, COME EQUINE SALEN, COME INFLAMMASEN, COME**

**per label**

**CLIENT INVOICE**

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

Account #3024

Page 1

11/28/2005

Invoice #19007I

**Lori Bobby**  
**689 Main Street**  
**Patton, PA 16668**

Date	Operator	Doctor	Qty	Description	Amount
<b>Mandy (#12464)</b>					
Species:	Equine	Color:	<b>DARK CHOCOLATE</b>		
Breed:	ROCKY MOUNTAIN HORSE	Weight:	<b>0</b>		
Sex:	Mare	Age:	<b>12 years 10 months 14 days</b>		
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 Sacksen DVM  
 274 Saddle Rd Somerset, PA 15501  
 814-352-7515, FAX 814-352-8787  
 sacksen@shol.com

Customer's Order No.		Date		11-28		20 05	
Name		Lori Bobby					
Address		689 Main St P.O. Box PA 15665					
Phone		247-6574					
SOLD BY	CASH	COD	CHARGE	ON ACCT	MDSE RETD	PAID OUT	LAYAWAY
QUAN	DESCRIPTION				PRICE	AMOUNT	
	Fem - all					45	-
	Fem - PE					35	-
	CBC Pap. & F. Smear					55	-
	Thyroid panel					35	-
	Mindy - 12yr - R. S. - F. - Pack 226						
All claims and returned goods MUST be accompanied by this bill.					TAX		
Received By					TOTAL	170	

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
<b>EQUINE SCREEN</b>			
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
<b>COMPLETE BLOOD COUNT</b>			
Hemoglobin	12.6	11.0-17.0	g/dL
Hematocrit	33.9	32.0-50.0	%
WBC	10.3	5.5-12.5	10 <sup>3</sup> /μL
RBC	6.31 (LOW)	7.00-12.00	10 <sup>6</sup> /μL
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 <sup>3</sup> /μL
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
<b>FIBRINOGEN</b>			
Fibrinogen	200	100-400	mg/dL
<b>THYROID PROFILE I</b>			
T4	0.6	0.5-3.0	μg/dL
T3	34	25-90	ng/dL

Reference No. NP15523608	Doctor NS	Client DDBBY	Pet Name MANDY	Received 02/23/2006
Species EQUINE	Breed	Sex F	Pet Age 13	Reported 02/23/2006 3:04 PM
Chart:				

TAD VETERINARY SERVICE  
385 CUNNINGHAM RD  
EBENSBURG, PA 15931

Antech #: 37700180  
Tel: 814-344-6699

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

hours post-dex is consistent with PDH  
(Samples taken at 2 or 6hrs are interpreted the same way as a 4hr 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

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

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

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

#### 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  
CPL, V.M.D.

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

\*\*\*\*\* For Customer Service, please call 1-888-397-8378 \*\*\*\*\*

FINAL REPORT 02/23/2006 3:04 PM ACN# NP15523608

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	MS	BORDY	HANDY	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

Antech #: 37700180  
Tel: 814-344-6699

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

ACTHOL, 3 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  
EQUINE: 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) cortisols should not be used to rule-out or diagnose HAC.

\*ENDOGENIC 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.

THIS TEST WAS NOT  
PERFORMED ON "MANDY"  
CRL V.M.D.

\*\*\*\*\*  
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

INTERPRETATION OF  
CANINE TEST.  
CRL V.M.D.

REPORT CONTINUED ON NEXT FORM

OTHER SIDE

4873

## TAD VETERINARY SERVICE

CATHERINE R. SHOEMAKER, V.M.D.

Time \_\_\_\_\_

RECORD OF  
SERVICESDate 21 Feb 06

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

30880 LORI AAnimal I.D. & Sig. MANDY "EQ" 12 MAY 1993689 MAIN ST.Reason for Call "Rocky Mountain Horse F"PATTON, PA 16668H. (814) 247-6574 NW.

Circ <u>HR 44/min</u>	Neuro <u>NOTE</u>	GI <u>ALACANT</u>	MS <u>AKS</u>	Integ <u>NOTE</u>
Resp <u>12/min</u>	Urin <u>NOTE</u>		<u>7/10</u>	Repro <u>NOT EXAM</u>

## ED MEDICAL RECORDS

OWNER: PURCHASED SPRING 05, EPISODE OF LAMENESS - 3EE PREV VET'S REC  
 LAPED LONG CURLY WINTER COAT, VORACIOUS APPETITE, BUT LOSING WT  
 REASED THERIT (EST DRINKS 20 GAL WATER/DY), STALL BECOMES V-WET &  
 BE CHANGED/REBEDDED 2-3X AS OFTEN AS OTHER HORSES  
 A, EATING HAY EAGERLY // WHEN WALKS HIND QUARTERS HAVE IRREG  
 HD MOVEMENT; WHEN CIRCLED TIGHTLY TO R OR L SHOWS V COORD

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 BLOOD SAMPLE &amp; INJECTED 16 mg DEXAMETHASONE IM

(Miles <u>1<sup>st</sup> 24 00</u>
Travel <u>1<sup>st</sup> 24 00</u>
Professional Services <u>90 00</u>
Drugs <u>1 50</u>
Vacc _____
Suppl _____
Lab I <u>92 00</u>
E _____
Other _____
TOTAL <u>231 50</u>

247 347



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

NAME	03/26/06	1 FARM VISIT	23.00
		1 EMERGENCY FEE	25.00
		1 EUTHANASIA	72.00
She fell while being ridden. She became suddenly lame on the lf leg. The humerus is fractured just below the shoulder. Due to the poor 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.

E 00540 U.S. DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE <b>EQUINE INFECTIOUS ANEMIA LABORATORY TEST</b> (VS Memorandum 555.16)	SERIAL NO. <b>G 1267630</b>	1. ACCESSION NUMBER <b>5 506 819</b>	2. DATE BLOOD DRAWN <b>3-29-05</b>
--	--------------------------------	---	---------------------------------------

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"/> Market <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Retest <input type="checkbox"/> Export		7. NAME AND ADDRESS OR STABLE/MARKET (Please print or type) <b>Centre Equine Practice</b> 164 Pursey Sink Rd. Centre Hall, PA Zip Code <b>16828</b> Tel No. <b>814-234-7415</b> County <b>Centre</b>	
4. GEOGRAPHIC INFORMATION: SYSTEMS (GIS) LAT: <b>42-20-2005</b> LONG: <b>0474</b>	5. VETERINARY LICENSE OR ACCREDITATION NO. <b>0474</b>	6. TEST TYPE <input type="checkbox"/> ELISA <input type="checkbox"/> AGID	
8. NAME AND ADDRESS OF OWNER (Please print or type) <b>Bill &amp; Marsha Brubner</b> <b>1716 Evergreen Drive</b> <b>Coalport, PA</b> Zip Code <b>16627</b> Tel No. <b>814-572-3265</b> County <b>Clearfield</b>		9. NAME AND ADDRESS OF VETERINARIAN (Please print or type) <b>Centre Equine Practice</b> <b>164 Pursey Sink Rd.</b> <b>Centre Hall, PA</b> Zip Code <b>16828</b> Tel No. <b>814-234-7415</b> County <b>Centre</b>	

### 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.

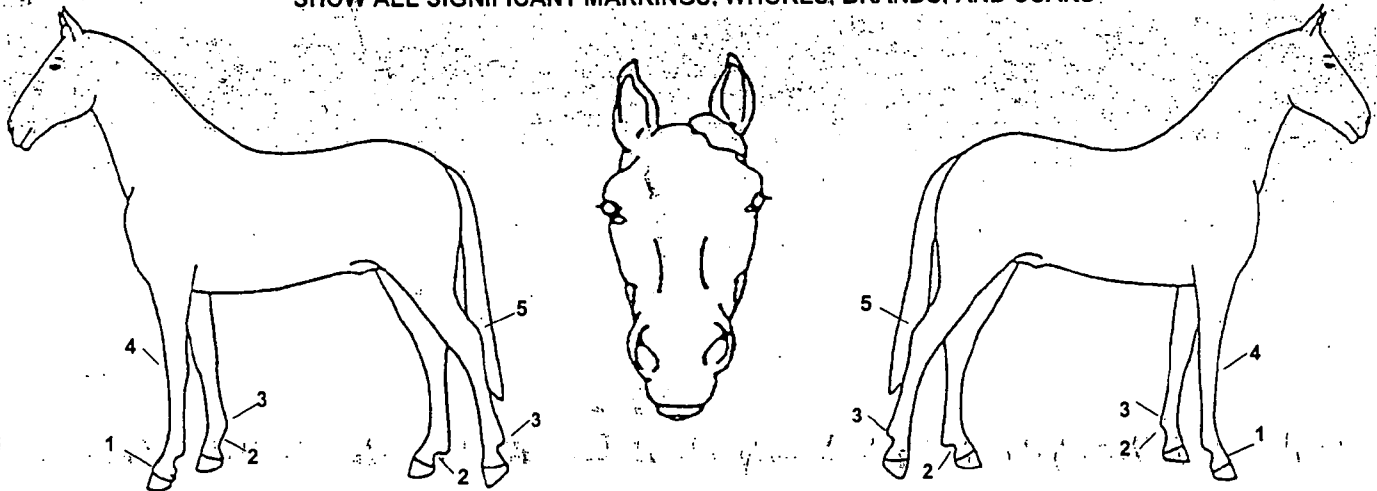
10. SIGNATURE OF FEDERALLY ACCREDITED VETERINARIAN <i>[Signature]</i>	11. TYPE OR PRINT SIGNATURE NAME <b>A. Scott McAllister, VMD, MS</b>	12. SIGNATURE DATE <b>3-29-05</b>
--	---	--------------------------------------

### 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 <i>[Signature]</i>				14. TYPE OR PRINT SIGNATURE NAME <b>A. Scott McAllister, VMD, MS</b>				15. SIGNATURE DATE <b>3-29-05</b>			
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	M - Male F - Female G - Gelding N - Neuter	
<b>1</b>			<b>Mandy</b>		<b>Chocolate</b>	<b>RMB</b>		<b>12y</b>	<b>F</b>		

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



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

### NARRATIVE DESCRIPTION AND REMARKS

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

### FOR LABORATORY USE ONLY

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

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) HATION is registered and assigned RMHA # 930094

Sire NUNCIO

RMHA # 19820500

GINGER

by TOBE

by KILBURNS CHOCOLATE SUNDOWN

NANCE I

by BLUE BOY

MOLLY II

by KILBURNS CHOCOLATE SUNDOWN

by CHOCO

LOUISE

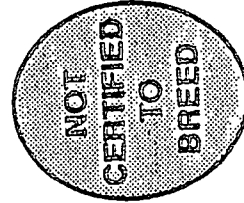
Dam SLATE VIEW COALSEAM

RMHA # 900024

SLATE VIEW DIAMOND

by BUCK

IDA JOE



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

signature and seal on this 2ND day of AUGUST, 1993

*James H. Clark*  
RMHA Secretary

AT REGISTRATION:

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

AT CERTIFICATION:

COLOR: MARKINGS:

Initial Certificate of Registration issued to:

TERESA TOBIAS

owner

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

PO Box 270

Lebanon, Pa 16656

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

Date of Purchase October 20, 1993

Signed Teresa Tobias

Transfer entered 2-27, 1994

RMHA Teresa Tobias

-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                     , 19            

Signed Mary Ann Segel

Transfer entered                     , 19            

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                     , 19            

Signed                     

Transfer entered                     , 19            

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                     , 19            

Signed                     

Transfer entered                     , 19            

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                     , 19            

Signed                     

Transfer entered                     , 19            

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                     , 19            

Signed                     

Transfer entered                     , 19            

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
	Description	Quantity	Total	
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	

Reminder

02/28/2006 RHINOPNEUMONITIS VACCINATION  
02/28/2006 RABIES VACCINATION  
02/28/2006 VEWV VACCINATION  
02/28/2006 INFLUENZA VACCINATION  
02/28/2006 COGGINS TEST



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# Your Office Supply Source

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TAX DEDUCTIBLE ITEM - ☐

4.15.05 2794

ACCOUNT CATEGORY:

☐ PRIMARY CHECKING

☐ SECONDARY CHECKING

☐ MONEY MARKET CHECKING

☐ LINE OF CREDIT

☐ OTHER

Marsha Brunner

My thousand two hundred forty

BAL. FOR'D

ITEM AMOUNT 6248

BALANCE

DEPOSIT

FOR'D

Memo

For added sec no longer app

348978

NOTIABLE

umer material

CUSTOMER'S ORDER NO.		DATE 4-15-2005				
NAME Lori Robbie						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
1	1	11 yr. old				
2		Rocky Mtn				
3		Mare				330000
4						
5	1	12 yr. old				
6		Foxtrotter				
7		Mare				290000
8		Subtotal				620000
9		hauling				4800
10						
11						
12		Total				624800
RECEIVED BY Marsha Brunner						

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

Pay to the  
Order of

*Broaden Ridge Vets*

\$ 150.<sup>00</sup>/<sub>100</sub>

*One hundred fifty dollars*

Dollars



Security  
Features  
Details on  
Back.



ALTOONA, PA 16601  
www.cgsbonline.com

Savings Bank

For

*Lori Bobby*

MP

⑆231371605⑆3 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.

⑆04330869⑆ 11/30/2005 30022041628

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

*Spencer Run Equestrian Vets Assoc*

\$ 170.<sup>00</sup>/<sub>100</sub>

*One hundred seventy*

DOLLARS



Security  
Features  
Details on  
Back.



ALTOONA, PA 16601  
www.cgsbonline.com

FOR

*Lori Bobby*

⑆231371605⑆3 058029588⑆

0226

⑆231371605⑆3 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

2-21-06

DATE

PAY TO THE  
ORDER OF

*THD Vets Service*

\$ 231.<sup>50</sup>/<sub>100</sub>

*Two hundred thirty-one*

*50*

DOLLARS



Security  
Features  
Details on  
Back.



ALTOONA, PA 16601  
www.cgsbonline.com

Savings Bank

FOR

*Lori Bobby*

MP

⑆231371605⑆3 058029588⑆

0347 ⑈0000023150⑈

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

394

3-24-06

60-7160/2313  
BRANCH 5

DATE

PAY TO THE  
ORDER OF

*Dr Miller*

\$120.<sup>00</sup>/<sub>4</sub>

*One hundred twenty dollar*

DOLLARS



Security  
Features  
Details on  
Back.



ALTOONA, PA 16601  
www.cgsbonline.com

Savings Bank

FOR

*Lori Bobby*

MP

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

395

3-24-06

60-7160/2313  
BRANCH 5

DATE

PAY TO THE  
ORDER OF

*Kevin Collins*

\$100.<sup>00</sup>/<sub>4</sub>

*One hundred dollar*

DOLLARS



Security  
Features  
Details on  
Back.



ALTOONA, PA 16601  
www.cgsbonline.com

Savings Bank

FOR

*Lori Bobby*

MP



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

212

60-7160/2313  
BRANCH 5

11-8-05

DATE

PAY TO THE  
ORDER OF

Seven Chasms

\$ 350.00

Three hundred fifty dollars

DOLLARS



Security  
Features  
Details on  
Back.



Savings Bank

ALTOONA, PA 16601  
www.cgsbonline.com

FOR

Lori Bobby

MP

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

245

60-7160/2313  
BRANCH 5

12-13-05

DATE

PAY TO THE  
ORDER OF

Seven Chasms

\$ 350.00

Three hundred fifty dollars

DOLLARS



Security  
Features  
Details on  
Back.



Savings Bank

ALTOONA, PA 16601  
www.cgsbonline.com

FOR

Lori Bobby

MP

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

284

60-7160/2313  
BRANCH 5

1-5-06

DATE

PAY TO THE  
ORDER OF

Seven Chasms

\$ 358.00

Three hundred fifty-eight

DOLLARS



Security  
Features  
Details on  
Back.



Savings Bank

ALTOONA, PA 16601  
www.cgsbonline.com

FOR

Lori Bobby

MP

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

301

60-7160/2313  
BRANCH 5

1-21-06

DATE

PAY TO THE  
ORDER OF

Kriste Commons

\$ 20.00

Twenty dollars

DOLLARS



Security  
Features  
Details on  
Back.



Savings Bank

ALTOONA, PA 16601  
www.cgsbonline.com

FOR

Lori Bobby

MP

123137160513 058029588

0301 0000002000

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 Stable \$ 325.00

Three hundred twenty-five dollars DOLLARS



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

331

60-7160/2313  
BRANCH 5

2-9-07 DATE

PAY TO THE  
ORDER OF

Carrolltown Monastery Stable \$ 136.00

One hundred thirty-six dollars DOLLARS



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

353

60-7160/2313  
BRANCH 5

2-28-06 DATE

PAY TO THE  
ORDER OF

Kristy Common \$ 250.00

Two hundred fifty dollars DOLLARS



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

3-9-06 DATE

PAY TO THE  
ORDER OF

Andy Reed \$ 50.00

Fifty dollars DOLLARS



ALTOONA, PA 16601  
www.cgsbonline.com

FOR

Farmers consultation

For Bobby MP

**Figuerola Laboratories**

PO Box 1569  
Santa Ynez, CA 93460

**INVOICE**

Date	Invoice #
10/12/2005	314399

**PAID**

<b>Bill To</b>
Lori Bobby 689 Main St Patton, PA 16668

<b>Ship To</b>
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 Equinc 3 lb		1	239.99	239.99T
EquincSaver 10 lb		1	59.99	59.99T
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.

<b>Subtotal</b>	\$329.93
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$329.93
<b>Payments/Credits</b>	\$-329.93
<b>Balance Due</b>	\$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](http://www.figuerola-labs.com)

#193329      Order herbal-remedics-usa-193329 for  
Herbal-remedics-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        hremedics@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 <a href="http://www.herbalremedics.com/chastetree.html">http://www.herbalremedics.com/chastetree.html</a> (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

DATE

PAY TO THE  
ORDER OF

*Distress Court 46-3-04*

\$ 133.50

*One hundred thirty three Dollars and 50/100*

DOLLARS



Security  
Features  
Details on  
Back.



ALTOONA, PA 16601  
www.cgsbonline.com

Savings Bank

FOR

*Stephen M Bobby*

MP

⑆231371605⑆3 058029588⑈

0327 ⑈0000019350⑈

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**

**HOUTZDALE, 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**

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

<b>PAYMENT DESCRIPTION</b>	<b>BALANCE FWD</b>	<b>AMT APPLIED</b>	<b>CURRENT BAL</b>
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
	=====	=====	=====
<b>TOTAL</b>	<b>133.50</b>	<b>133.50-</b>	<b>.00</b>
<b>CURRENT BALANCE DUE</b>	<b>.00</b>		

RECVD FROM BOBBY, STEVE & LORI  
THANK YOU! RH

**DATE PRINTED: 2/08/06 8:58:10 AM**

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:  
Change Returned:  
Clerk: BILLSHAW

12.00  
0.00

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, etal. 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 BURIAL

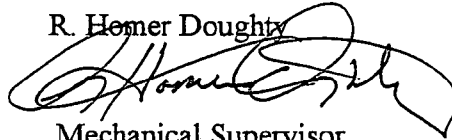
\$100.00

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

DATE 3-10-06

NAME Mr. Bobby

DEPT. 31

JOB TITLE RM

NUMBER OF HOURS REQUESTED 1

Personal Leave

CIRCLE ONE: VACATION

PERSONAL DAY

COMP. DAY (HOLIDAY)

DATE:

3-9-06

TO

3-9-06

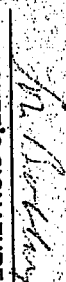
FIRST DAY OF ABSENCE

LAST DAY OF ABSENCE

*Thurs. 3/9/06*

RECEIVED:

EMPLOYEE'S SIGNATURE



DATE

TIME

MANAGER'S INITIALS

SUPERVISOR'S SIGNATURE



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 9-29-05

NAME Lol, Bobby

DEPT. SC JOB TITLE RN

NUMBER OF HOURS REQUESTED 8 hr unpaid leave  
- Need to meet Veterans

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

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

RECEIVED:

DATE

TIME

MANAGER'S INITIALS

for Bobby  
EMPLOYEE'S SIGNATURE

Melissa Koluchak  
SUPERVISOR'S SIGNATURE

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 Boney

DEPT.

Sc

JOB TITLE

RN

NUMBER OF HOURS REQUESTED

8 Unpaid leave

Need to meet Vet for horse problem

CIRCLE ONE:

VACATION

PERSONAL DAY

COMP. DAY (HOLIDAY)

DATE:

11-28-05

TO

FIRST DAY OF ABSENCE

LAST DAY OF ABSENCE

RECEIVED:

EMPLOYEE'S SIGNATURE

Lori Boney

DATE

TIME

MANAGER'S INITIALS

SUPERVISOR'S SIGNATURE

Mark Kluender

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

Lark Bobby

DEPT.

Sc

JOB TITLE

RN

NUMBER OF HOURS REQUESTED

8 hrs unpaid leave

Need to be home to meet Vet for hours.

CIRCLE ONE:

VACATION

PERSONAL DAY

COMP. DAY (HOLIDAY)

DATE:

2-22-06

TO

FIRST DAY OF ABSENCE

LAST DAY OF ABSENCE

RECEIVED:

DATE

TIME

MANAGER'S INITIALS

EMPLOYEE'S SIGNATURE

SUPERVISOR'S SIGNATURE

DEPARTMENT DIRECTOR'S SIGNATURE

WHITE COPY:  
YELLOW COPY:  
PINK COPY:

DEPARTMENT  
EMPLOYEE (APPROVAL/DENIAL)  
EMPLOYEE (RECEIPT)

# NORFOLK SOUTHERN RAILWAY COMPANY PAYROLL EARNINGS AND DEDUCTION STATEMENT

**S M BOBBY**  
**EMP 0768541**

**NSCB PAY LOC AAA**

**PAY DATE MAR 03 2006**  
**FOR PERIOD ENDING FEB 17 2006**

**GROSS EARNINGS**  
CONTRACT H&W CONTRIB  
TAXABLE GROSS EARNINGS  
LESS DEDUCTIONS:  
TIER 1 RRT RETIREMENT  
TIER 1 RRT MEDICARE  
TIER 2 RRT TAX  
FEDERAL INCOME TAX  
PENNSYLVANIA INCOME TAX  
ELDER T. (CAMBRIA) INCOME TAX  
UNION DUES - IAM  
TOTAL DEDUCTIONS  
NET PAY

TYPE OF PAY  
NTE DIFF  
NTE ST  
TOTAL

HOURS  
80.00  
80.00  
80.00

RATE  
.2500  
21.4000  
1.732.00

CURRENT	VTD AMOUNT	VTD TXBLE
1,732.00	8,910.30	
106.14	212.22	
1,625.89	8,698.08	
\$1,625.89	539.30	8,698.08
1.45% OF	126.13	8,698.08
4.40% OF	71.54	8,698.08
MARRIED	382.72	8,698.08
2 EXEMPTIONS	747.22	8,698.08
MARRIED	267.04	8,698.08
0 EXEMPTION	86.98	8,698.08
0 EXEMPTION	104.92	8,698.08
	2,254.31	
	6,443.77	

EMPLOYEE NO.

EMPLOYEE NAME

COST CENTER

CHECK DATE

PERIOD END

SOCIAL SECURITY NO.

1795072592 LORI A BOBBY

ACCR.

HRS. REMAINING

ACCR.

HRS. REMAINING

ACCR.

HRS. REMAINING

BASE RATE

CHECK NO.

VAC

113.3803

SCK

0.0000

SKNU

32.8388

24.290

04

54296 CL

DESC. HOURS EARNINGS DOLLARS

RATE

DESC.

DEDUCTIONS/TAXES

CURRENT YEAR TO DATE

REGULA 1	70.50	1712.45	24.290	SSEC	119.66	468.25
NON-PA 1	1.50	.00		MEDI	27.99	109.51
OT 1	2.00	72.87	36.435	FIT	169.12	651.31
SKST 1	8.00	194.32	24.290	STO1	59.25	231.79
				L002	19.30	75.50
				SDI	1.78	6.97
				PTH0	34.76	139.04
				CITY	3.96	15.50
				PTAF	14.86	59.44
				EMST		52.00
				PIDN	50.00	200.00
				AHCU	200.00	800.00
TOTAL	82.00	1979.64				

DESC.	DEDUCTIONS/TAXES	YEAR TO DATE
GROSS		1979.64
GROSS YTD.		7748.51
NET		1278.96
NET YTD.		4939.20

DESC.	DEDUCTIONS/TAXES	YEAR TO DATE
CURRENT		

TOTAL	82.00	1979.64			200.00	800.00	TOT	700.68	2809.31
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7005 0390 0003 7232 7471

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**  
 CLEARFIELD PA 16830

Postage	\$ 40.63
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 44.88</b>

0830-450  
 04 Postmark Here  
 04/13/2006  
 CLEARFIELD PA

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

PS Form 3800, April 2002 See Reverse for Instructions

7002 0860 0003 3566 6347

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
<b>Total Postage &amp; Fees</b>	<b>\$ 4.64</b>

0668  
 02 PATTON PA  
 Postmark Here  
 JUN 28 2006  
 06/28/2006

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

PS Form 3800, April 2002 See Reverse for Instructions

7002 0860 0003 3566 7007

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

**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
<b>Total Postage &amp; Fees</b>	<b>\$ 6.56</b>

0668  
 02 PATTON PA  
 Postmark Here  
 AUG 23 2006  
 08/23/2006

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

PS Form 3800, April 2002 See Reverse for Instructions

PATTON MPO  
 PATTON, Pennsylvania  
 166689998  
 4125460668-0098  
 (814)674-8010  
 06/28/2006 10:14:37 AM

Product Description	Sale Unit	Price	Final Price
CLEARFIELD PA 16830			\$0.39
First-Class 0.30 oz.			
Return Rcpt Certified			\$1.85
Label #:			\$2.40
Customer Postage			-\$0.39
Subtotal:			\$4.25

Issue PVT: 1 \$0.47  
 39c #10 Franklin Env  
**Total:** \$4.72

Paid by: Cash  
 Change Due: \$5.00  
 -\$0.28

Order stamps at [usps.com/shop](http://usps.com/shop) or call 1-800-Stamp24. Go to [usps.com/clicknship](http://usps.com/clicknship) to print shipping labels with postage. For other information call 1-800-ASK-USPS. Bill #: 1000200408770 Clerk: 02

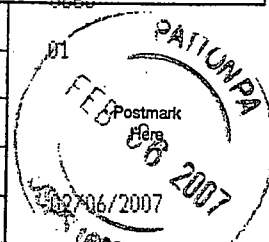
All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

7002 0860 0003 3562 1131

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

CENTRE HALL PA 16828  
**OFFICIAL USE**

Postage	\$	\$2.40
Certified Fee		\$1.85
Return Receipt Fee (Endorsement Required)		\$0.00
Restricted Delivery Fee (Endorsement Required)		\$4.64
<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>\$4.64</b>



Sent To  
 DR. Scott McAllister  
 Street, Apt. No.,  
 or PO Box No. 164 Tussey Sink Road  
 City, State, ZIP+4 Centre Hall, PA 16828  
 PS Form 3800, April 2002 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

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

2. Article Number  
 (Transfer from service label)

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 x *E. Scott McAllister* ☐ Agent ☐ Addressee  
 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

7002 0860 0003 3562 1131



Phone  
814 - 247-8551

Date \_\_\_\_\_

ox 297

Date: June + July 2005

~~Settled~~

### Address

Shipped by

### Address

	5's			
	10's			
	15's			
	50's			
	50's			
Cwts.	Norchips			
Cwts.	Kennebec			
	Boarding mandly	190. <sup>00</sup> x 2		
			380. <sup>00</sup>	
		CASH		

Trucking Firm

### Address

Tractor No.

Trailer No.

Received by

1½% 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

Date Aug. - Sept. - Oct. 2005

Sold to Lori Bobby

Address \_\_\_\_\_

Shipped by \_\_\_\_\_

Address \_\_\_\_\_

	5's				
	10's				
	15's				
	50's				
	50's				
	Cwts.	Norchips			
	Cwts.	Kennebec			
		Boarding			
		mandy	190.00	x	3
			570.00		
		Cash			

Trucking Firm \_\_\_\_\_

Address \_\_\_\_\_

Tractor No. \_\_\_\_\_ Trailer No. \_\_\_\_\_

Received by \_\_\_\_\_

1½% Interest will be added after 30 days.

BUYER'S COPY

LIBERTY ENTERPRISES, INC 2001

ACCOUNT CATEGORY:

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

TAX DEDUCTIBLE ITEM - ☐

1388

BAL  
FOR'D  
ITEM  
AMOUNT  
BALANCE  
DEPOSIT  
FOR'D

95 <sup>00</sup>

Memo

For added  
no longer

GOTIABLE  
sumer material

No. #2889 6-15 2005

Received from Cori Bobby

95<sup>00</sup>  
100 Dollars

For Mandy / full & trim - new shoes  
with leather pads / call at 10<sup>00</sup>  
\$ Thank You Andy 674-3379

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

188

9-6-05  
Date

60-7160/2313  
BRANCH 5

Pay to the  
Order of Andy Reed

\$ 75<sup>00</sup>

Seventy five dollars

Dollars



ALTOONA, PA 16601  
www.cgsbonline.com

For

Travis

MP

1007500

No. #188 9-6 2005

Received from Cori Bobby

75<sup>00</sup>  
100 Dollars

For / trim & reset / call 10<sup>00</sup>

\$ Thanks 674-3379


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

224

11-22-05 DATE 60-7160/2313 BRANCH 5

PAY TO THE ORDER OF Andy Reed \$ 70.00

Seventy dollars DOLLARS

 ALTOONA, PA 16601  
www.cgsbonline.com

FOR for Bobby NP

07000

1:2

No. #224 11-22 2005

Received from Lori Bobby

1 trim @ 20.00

1 trim & reset 50.00 70.00 Dollars

For \_\_\_\_\_

\$ \_\_\_\_\_ Thank You Andy.


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

238

12-7-05 DATE 60-7160/2313 BRANCH 5

PAY TO THE ORDER OF Andy Reed \$ 55.00

Fifty five dollars DOLLARS

 ALTOONA, PA 16601  
www.cgsbonline.com

FOR for Bobby NP

05500

1:2

No. #238 12-7 2005

Received from Lori Bobby

(No trim) new shoes 55.00 Dollars

For \_\_\_\_\_

\$ \_\_\_\_\_ 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

1-30-06 DATE

PAY TO THE ORDER OF Andy Reed

\$ 70.00

Seventy Dollars

DOLLARS



ALTOONA, PA 16601  
www.cgsbonline.com

Savings Bank

FOR

Lori Bobby NP

⑆ 231

70000

© HARLAND 2004

No. #310 1-30 2006

Received from Lori Bobby

70.00 Dollars

For reset & new plastic pads

1 call 10.00

\$ Thank You Andy