

06-539-CD

John Marshall al vs Sam Stanford al

2006-539-CD

John Marshall et al vs Sam Stanford et al

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

JOHN L. MARSHALL and  
STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

vs.

SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION  
Defendant

\* No. 2006- 539 -C.D.

\* Type of Case: **Civil Action**

\* Type of Pleading: **Praeclipe for Writ of Summons**

\* Filed on Behalf of: **Plaintiff**

\* **Counsel of Record for this Party:**

\* John Sughrue, Esq.  
\* Supreme Court No. 01037  
\* 23 North Second Street  
\* Clearfield, PA 16830  
\* Phone: (814) 765-1704  
\* Fax: (814) 765-6959

\* **Other Counsel of Record:**

FILED Atty pd .85.00  
of 3:45 PM ICC Atty  
APR 06 2006  
W.M. ICC & 1 Writ  
William A. Shaw to Shff  
Prothonotary/Clerk of Courts

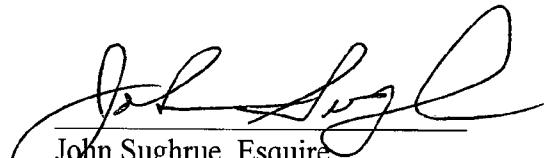
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION—LAW

JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
vs.	*
	No. 2006-_____ -C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*
	*

**PRAECIPE FOR WRIT OF SUMMONS**

TO: WILLIAM A. SHAW, PROTHONOTARY.

Kindly issue a Writ of Summons in a civil action in the above-captioned matter directed to SAM STANFORD, individually and d/b/a STANFORD CONSTRUCTION, Defendant. The amount in controversy is in excess of \$20,000. Certify the Writ of Summons to the Sheriff of Clearfield County with directions to serve the same on Defendant according to law, at his residence, 7309 Main Street, (Rt. 219), Main Street, Burnside, Pennsylvania 15721.



John Sughrue, Esquire  
Attorney for Plaintiffs  
Attorney I. D. #01037  
23 North Second Street  
Clearfield, PA 16830  
Phone: (814) 765-1704  
Fax: (814) 765-6959

cc: Chester A. Hawkins, Sheriff

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

CC.  
L

SUMMONS

**John L. Marshall and  
Stephanie J. Marshall, his wife**

**Vs.**

**NO.: 2006-00539-CD**

**Sam Stanford, individually and  
d/b/a Stanford Construction**

**TO: SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 04/06/2006

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary

Issuing Attorney:

John Sughrue  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1704

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101435  
NO: 06-539-CD  
SERVICE # 1 OF 1  
SUMMONS

PLAINTIFF: JOHN L. MARSHALL and STEPHANIE J. MARSHALL  
vs.  
DEFENDANT: SAM STANFORD ind & d/b/a STANFORD CONSTRUCTION

**SHERIFF RETURN**

NOW, April 21, 2006 AT 8:37 AM SERVED THE WITHIN SUMMONS ON SAM STANFORD i/a/d/b/a STANFORD CONSTRUCTION DEFENDANT AT 7309 MAIN ST. (RT. 219), BURNSIDE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SAM STANFORD, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

**FILED**  
0/12/2006 No. C.  
MAY 10 2006 (S)

William A. Shaw  
Prothonotary

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	SUGHRUE	5757	10.00
SHERIFF HAWKINS	SUGHRUE	5757	90.00
SHERIFF HAWKINS	"	5802	8.49

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins  
by Melynn Harris*  
Chester A. Hawkins  
Sheriff

**COPY**

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION**

**SUMMONS**

**John L. Marshall and  
Stephanie J. Marshall, his wife**

**Vs.**

**NO.: 2006-00539-CD**

**Sam Stanford, individually and  
d/b/a Stanford Construction**

**TO: SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 04/06/2006

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary

Issuing Attorney:

John Sughrue  
23 North Second Street  
Clearfield, PA 16830  
(814) 765-1704

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

JOHN L. MARSHALL and \*

STEPHANIE J. MARSHALL, his wife,  
Plaintiffs \*

vs. \*

SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION  
Defendant \*

No. 2006-00539-C.D.

\* **Type of Case:** Civil Action

\* **Type of Pleading:** Complaint

\* **Filed on Behalf of:** Plaintiffs

\* **Counsel of Record for this Party:**

\* John Sughrue, Esq.

\* Supreme Court No. 01037

\* 225 East Market Street

\* Clearfield, PA 16830

\* Phone: (814) 765-1704

\* Fax: (814) 765-6959

\* **Other Counsel of Record:**

FILED 4cc  
0124351 AUG 28 2008 Atty Seighnre  
William A. Shaw  
Prothonotary/Clerk of Courts  
(61)

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

JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
	*
vs.	*
	No. 2006-00539-C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*
	*

**NOTICE**

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

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

Daniel Nelson, Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641, Extension 5982

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

JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
vs.	*
	No. 2006-00539-C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*
	*

**COMPLAINT**

**AND NOW**, comes Plaintiffs, by their Attorney, John Sughrue, and files this Complaint against Sam Stanford, individually and d/b/a Stanford Construction, above-named Defendant, upon causes of action whereof the following are statements:

1. The Plaintiffs, Stephanie J. Marshall and John L. Marshall (now deceased), are adult individuals and presently reside at 125 Jacks Lane, Mahaffey, Clearfield County, Pennsylvania, 15757 and is hereinafter referred to individually and jointly as "Plaintiffs".
2. The Defendant, Sam Stanford, is an adult individual who resides at 7309 Main Street, P.O. Box 45, Burnside, Clearfield County, Pennsylvania, 15721 and is hereinafter referred to as "Defendant".
3. At all times relevant hereto, the Defendant was the sole proprietor of a construction business, operating under the fictitious name of Stanford Construction, with his permanent business address being the same as his residential address, above noted.
4. At all times relevant hereto, the Plaintiffs were and presently are owners of certain premises located at 125 Jacks Lane, Burnside Township, Clearfield County, Pennsylvania. Said property is hereinafter referred to as "Premises".

5. At all times relevant hereto, Plaintiffs' Premises were improved with a wood frame single-family residential dwelling. Said dwelling is hereinafter referred to as "Residence".

6. On or about May 2002, Plaintiffs determined to place a new roof on their Residence.

7. At said time and place, the Defendant held himself out to the Plaintiffs as fully qualified and experienced in the removal and application of new roofs of the type and style that the Plaintiffs had decided to place on their Residence.

8. At said time and place and as a result of the foregoing, Defendant submitted to Plaintiffs a written proposal dated May 12, 2002 to provide all materials, labor, work, tools and equipment necessary to remove the old roof system from the Residence and to install a new roof system on the Residence. A true and correct copy of said written proposal is attached hereto as **Exhibit A** and incorporated herein by reference.

9. That on or about June 1, 2002, Plaintiffs accepted Defendant's proposal to install a new roof system on their house by making the requested down payment of \$5,000.00 by check to Defendant. A copy of the check, number 0131, negotiated by Defendant is attached hereto as **Exhibit B** and incorporated herein by reference.

10. At said time and place, Defendant accepted the \$5,000.00 down payment and agreed to install the new roof system in accordance with his proposal.

11. As a result of the foregoing, the parties entered into a contract obligating Defendant to provide the materials and to perform the work set forth in the proposal and obligating Plaintiffs to pay for it.

12. Notwithstanding the foregoing, Defendant failed to commence performance under the contract until or after August 28, 2002 when Plaintiffs purchased the roofing material on behalf of the Defendant from Long Barn Supply for the amount of \$3,818.23. A copy of Plaintiffs'

check, number 0145, dated August 28, 2002, payable to the Long Barn, is attached hereto as **Exhibit C** and incorporated herein by reference.

13. On or about August 28, 2002 or shortly thereafter, Defendant commenced the work under the contract.

14. Plaintiffs paid an additional sum under the contract of \$10,000.00 to Defendant on September 5, 2002. See Plaintiffs' check number 0147, attached hereto as **Exhibit D** and incorporated herein by reference.

15. On or about October 3, 2002, Defendant provided Plaintiffs with a written statement of his final charges, resulting in a balance due of \$7,539.09. A true and correct copy of said statement is attached hereto as **Exhibit E**.

16. Plaintiffs and Defendant agreed on the accuracy and completeness of Defendant's final statement, Exhibit E above.

17. On or about October 10, 2002, Plaintiffs paid to the Defendant the balance due pursuant to said statement, specifically \$7,539.09. A true and correct copy of Plaintiffs' check number 4876 for said amount is attached hereto as **Exhibit F** and incorporated herein by reference.

18. Plaintiffs completed performance of their obligation under the contract by making the aforesaid payments.

19. After Defendant represented that he had completed the work in a proper and workmanlike manner and after Plaintiffs had paid the Defendant in full as aforesaid, Plaintiffs discovered that the Defendant had, in fact, breached their contract generally and in the particulars as hereinafter set forth.

**COUNT I**  
**BREACH OF CONTRACT**

20. The facts and averments set forth in paragraphs 1 through 19 as set forth above are incorporated herein by reference as though the same were set forth herein at length verbatim.

21. Under the terms of the contract, Defendant had an obligation to provide the materials and perform the work as set forth in the contract documents in a workmanlike manner and in accordance with the ordinary and customary standards of the industry.

22. Under the contract terms, the Defendant had a duty to provide the materials specified and/or agreed between the parties and to use the materials and apply the materials to the residence in accordance with the instructions and specification of the manufacturer of said materials.

23. Under the contract as aforesaid and as a result of the foregoing, the Defendant had a duty to utilize his tools and equipment in accordance with the directions and specifications of the manufacturers of such tools and equipment.

24. Notwithstanding the foregoing duties, the Defendant failed or refused to apply the materials and utilize the tools and equipment in the performance of the contract in accordance with the instructions and specifications of the manufacturer of such materials and equipment, all of which constitutes a material breach of his obligation, generally and in the following particulars:

A. The Defendant attached the shingles to the roof in an improper alignment with respect to each other, contrary to the specifications and requirements of the manufacturer and contrary to the particular manner in which the type of shingles being installed are to be aligned;

B. The Defendant aligned the shingles in a manner, which caused the shingles to not seal or diminished the sealing capacity of the shingles with respect to each other and therefore their ability to shed water;

C. In applying the shingles, the Defendant improperly left a gap between each individual shingle;

D. The Defendant failed to properly fasten shingles to the roof;

E. The Defendant applied broken and cracked shingles that should have been discarded;

F. That the Defendant attached shingles to the roof with excessive force from automatic equipment thereby causing the shingles to be cracked and broken;

G. The Defendant improperly constructed the valleys and flashings on the roof;

H. The Defendant improperly constructed and formed the roof around the dormers;

I. The Defendant improperly constructed the flashing and shingles around the chimney;

J. Defendant failed to match and/or align the courses of the shingles on the roof and failed to interlock shingles at certain points where they meet;

K. Defendant improperly left a gap between each course of shingles thereby exposing the under roof to weather and deterioration;

L. In addition, the Defendant performed his work and applied the materials in a defective manner as more fully set forth in the report of L. John Morris, P. E., consulting engineer, dated June 22, 2004, a copy of which is attached hereto as **Exhibit G** and is incorporated herein by reference as fully as if the report's substance was set forth herein at length verbatim.

M. Defendant failed to construct and/or attach the roof shingles and related material in a good and workmanlike manner and failed to do so in accordance with the specifications and requirements of the manufacturer of the product; and further, failed to do so in conformance with the customary and ordinary standards of the industry.

25. As a result of the foregoing breach of the contract by the Defendant, Plaintiffs sustained and have continued to sustain substantial damages, generally and in the following particulars:

A. On or about March 8, 2003, leakage of water from the roof was noted inside the house, including the kitchen, living room, first floor bedroom, attic ceiling, and interior ceiling of said rooms, interior corner of the kitchen and above various windows;

B. Moisture and condensation within the ceiling;

C. Water stains and moisture stains on the walls and ceiling of the interior of the house;

D. Various squares of shingle have fallen from their proper location on the roof leaving extensive exposure to the elements;

E. The roof's primary function of the protecting the interior of the house's structure and materials from water and weather deterioration has failed;

F. The shingles have not properly sealed in various locations;

G. The function, durability and life of the roof is compromised and diminished;

H. The appearance of the roof is unsightly and does not have the good appearance that it is designed to have;

I. That the aesthetics of the roof have been substantially diminished as a result of the improper alignment of the shingles;

J. Water damage to various cabinets in the kitchen has occurred;

K. The flashing and shingles around the dormers and chimney have to be rebuilt and replaced to provide a proper interlocking placement;

L. The roof as a whole has to be removed and replaced;

M. The material underlying the shingles are believed to have been damaged as a result of being exposed to water, snow and other elements and the exact extent of damage will not be known until the defective roof is removed;

N. The plywood and sheeting boards on the porch and the residence roof are believed to be damaged and needs to be repaired or replaced in whole or in part as a result of being subjected to water, snow, wind and the other elements;

O. The Plaintiffs have suffered other damages, the full extent of which will not be known until the roof has been removed and replaced.

26. That the Plaintiffs informally by oral communication and thereafter formally by written communication attached hereto as **Exhibits H and I** gave notice to the Defendant of his breach of the contract, the deficiencies and defects as set forth herein.

27. That notwithstanding such notices, the Defendant failed and refused and continues to fail and refuse though the filing of this action to repair and/or cure his breaches of the contract, despite Plaintiffs' demands that he do so.

28. As a result of the foregoing, the Plaintiffs have sustained water damage to the interior of the Residence and the reasonable costs of repairing the same is \$894.00 plus labor, as more fully set forth on the estimate of John M. Bracken, Building Contractor, attached hereto as **Exhibit J** and incorporated herein by reference.

29. As a direct result of the Defendant's breach as aforesaid, it is necessary to remove the roof applied by the Defendant and to replace it. The reasonable costs of said repair is

\$17,459.00 as more fully set forth on the estimate of John M. Bracken, Building Contractor, which is attached hereto as **Exhibit J** and incorporated herein by reference.

WHEREFORE, Plaintiffs respectfully request the Court to enter Judgment in their favor and against the Defendant in the amount of \$18,353.00 together with interest and costs of this prosecution.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF WORKMANSHIP**

30. The facts and averments set forth in paragraphs 1 through 29 as set forth above are incorporated herein by reference as though the same were set forth herein at length verbatim.

31. At all times relevant hereto, the Defendant had a duty to perform the work and apply the materials under the contract in a workmanlike manner.

32. At all times relevant hereto, the Defendant had an obligation to perform the work and apply the materials under the contract in accordance with the customary industry standards within the area.

33. The Defendant breached the contract and/or implied warranty of workmanship by failing to perform the work, apply the materials and construct the new roof system in a reasonably good and workmanlike manner, generally and in the following particulars:

    A. The Defendant attached the shingles to the roof in an improper alignment with respect to each other, contrary to the specifications and requirements of the manufacturer and contrary to the particular manner in which the type of shingles being installed are to be aligned;

    B. The Defendant aligned the shingles in a manner, which caused the shingles to not seal or diminished the sealing capacity of the shingles with respect to each other and therefore their ability to shed water;

- C. In applying the shingles, the Defendant improperly left a gap between each individual shingle;
- D. The Defendant failed to properly fasten shingles to the roof;
- E. The Defendant applied broken and cracked shingles that should have been discarded;
- F. That the Defendant attached shingles to the roof with excessive force from automatic equipment thereby causing the shingles to be cracked and broken;
- G. The Defendant improperly constructed the valleys and flashings on the roof;
- H. The Defendant improperly constructed and formed the roof around the dormers;
- I. The Defendant improperly constructed the flashing and shingles around the chimney;
- J. Defendant failed to match and/or align the courses of the shingles on the roof and failed to interlock shingles at certain points where they meet;
- K. Defendant improperly left a gap between each course of shingles thereby exposing the under roof to weather and deterioration;
- L. In addition, the Defendant performed his work and applied the materials in a defective manner as more fully set forth in the report of L. John Morris, P. E., consulting engineer, dated June 22, 2004, a copy of which is attached hereto as **Exhibit G** and is incorporated herein by reference as fully as if the report's substance was set forth herein at length verbatim.
- M. Defendant failed to construct and/or attach the roof shingles and related material in a good and workmanlike manner and failed to do so in accordance with the

specifications and requirements of the manufacturer of the product; and further, failed to do so in conformance with the customary and ordinary standards of the industry.

34. As a direct result of Defendant's breach of the implied warranty of workmanship as set forth above, the Plaintiffs sustained substantial damages as more fully set forth above in paragraph 25, all of which are incorporated herein by reference as though the same were set forth herein at length verbatim.

35. As a direct result of the foregoing and Defendant's breach of the implied warranty of workmanship, the Plaintiffs have sustained harm and damages as more fully set forth in paragraphs 28 and 29 above, all of which are incorporated herein by reference as though the same were set forth herein at length verbatim.

WHEREFORE, Plaintiffs respectfully move the Honorable Court to enter Judgment in their favor and against the Defendant in the amount of \$18,353.00 together with interest and costs of this action.

**COUNT III**  
**BREACH OF IMPLIED WARRANTY OF FITNESS**

36. The facts and averments set forth in paragraphs 1 through 22 as set forth above are incorporated herein by reference as though the same were set forth herein at length verbatim.

37. The Plaintiffs intended and entered into the contract for the purpose of having a new roof system installed on their residence for the purpose of shedding water, snow and other outside elements and protecting the interior of the house from water, condensation, and leakage.

38. The Defendant knew or by exercise of reasonable care should have known the purpose of the new roof system, which he agreed to install.

39. The Defendant represented to the Plaintiffs, in his discussions, that the new roof system would be installed in a manner, which would allow it to serve its primary purpose, i.e. protection of the interior of the house, including structure, from water, snow and condensation.

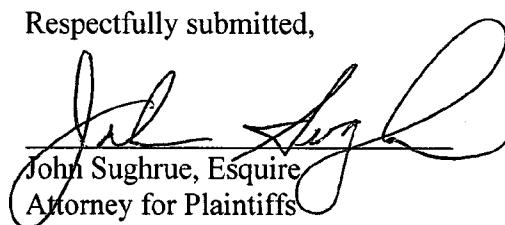
40. Notwithstanding the foregoing, Defendant breached the implied warranty of fitness for this specific purpose by installing the roof in an improper, defective and unworkmanlike manner as more fully set forth above in paragraphs 24 and 33, all of which are incorporated herein by reference as though the same were set forth herein at length verbatim.

41. As a result of Defendant's conduct and breach of the implied warranty of fitness for purpose as aforesaid, the Plaintiffs sustained substantial damages as more fully set forth in paragraph 25 above, all of which are incorporated herein by reference as though the same were set forth herein at length verbatim.

42. As a direct result of the foregoing and Defendant's breach of the implied warranty of fitness, the Plaintiffs have sustained harm and damages as more fully set forth in paragraphs 28 and 29 above, all of which are incorporated herein by reference as though the same were set forth herein at length verbatim.

WHEREFORE, Plaintiffs respectfully move the Honorable Court to enter Judgment in their favor and against the Defendant in the amount of \$18,353.00 together with interest and costs of this action.

Respectfully submitted,



John Sughrue, Esquire  
Attorney for Plaintiffs

# Stanford Construction

7309 Main St. 219 □ P.O. Box 45 □ Burnside, Pa 15721  
Phone (814) 845-2298 □ Fax (814) 845-2422

May 12, 2002

John and Stephanie Marshall  
Mahaffey, Pa  
277-6443

## Estimate:

45 square architectural 50 year shingles.

1 1/3 square for caps.

1 square for starters.

5 rolls of ice guards.

20 capable ridge Omini.

Felt paper and white drip edge.

Dumpster.

Total:

\$ 8,765.00

4 gables.

White siding.

White soffit/fascia.

Center dormer/round shake ginger bread, with soffit/fascia.

Total materials and labor:

\$ 2,000.00 ✓

## Bathroom:

1 cherry vanity 40x20x30H.

2 doors.

3 drawers.

Total:

\$ 450.00

3 sets of raised panel cherry doors for the china closet.

Total:

\$ 400.00

Deck pressure treated 36'x16'

Steps in front 6' wide.

6x6's supports

2x10 girder beams x4

2x8 floor joist 16" centers

5/4 x6 floor decking

5/4x6 skirt around bottom deck

6x6 turned post treated

2x8 header for roof, wrapped with coil stock

2x6 rafters on 16" centers

Architectural shingles to match roof

White Dutch lap siding

Ceiling soffit (center flow)

Railing 2x2 balusters 4" centers

Railing 36" high off deck.

6' wide steps 4 runners and railing down both sides of steps

Decking screw down with teflon screws

Exhibit A

Railing screwed together	
Total:	\$ 12,869.44
	✓
Bathroom floor:	
Replace underlayment and install flooring.	\$ 400.00
	✗
4 windows 36 1/2" x 45 3/4 D-Hung	
Dominion replacement Low-E	
1/2 screens / white vinyl.	
2 33H x 52 W, 4 white awning all operating Low-E screens RSVP window	
Labor and materials:	\$ 2,909.65
	✓
Grand total:	\$ 27,785.09

Current Date: April 27, 2007

Account Number: 1656446  
Posted Date: June 17, 2002  
Amount: \$5,000.00

JOHN L MARSHALL  
STEPHANIE J MARSHALL  
125 JACKS LN  
MAHAFFEY PA 15757-8507

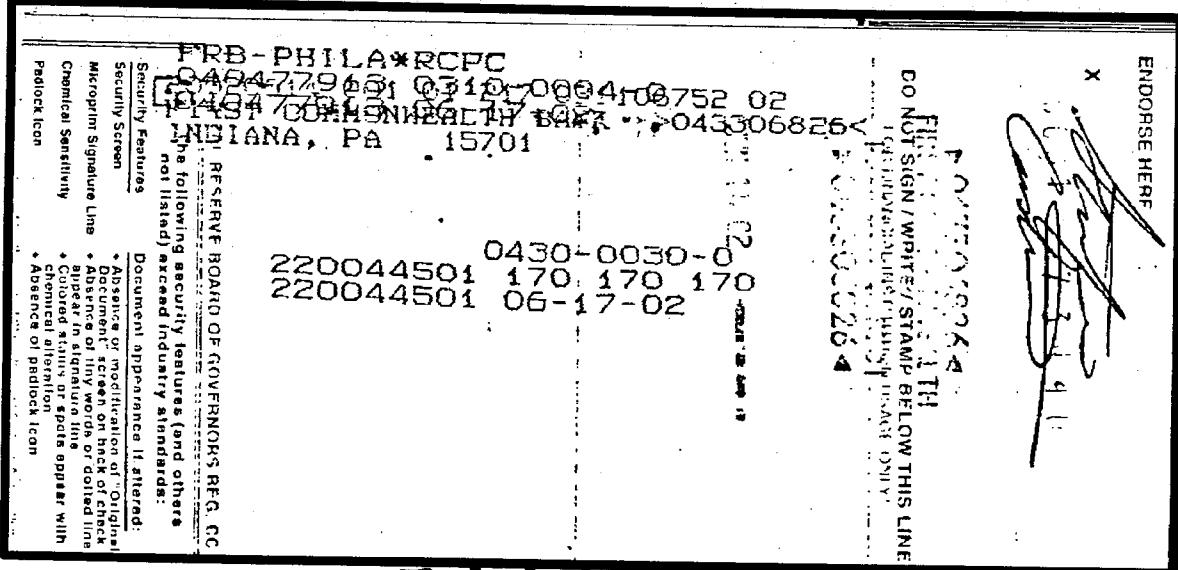
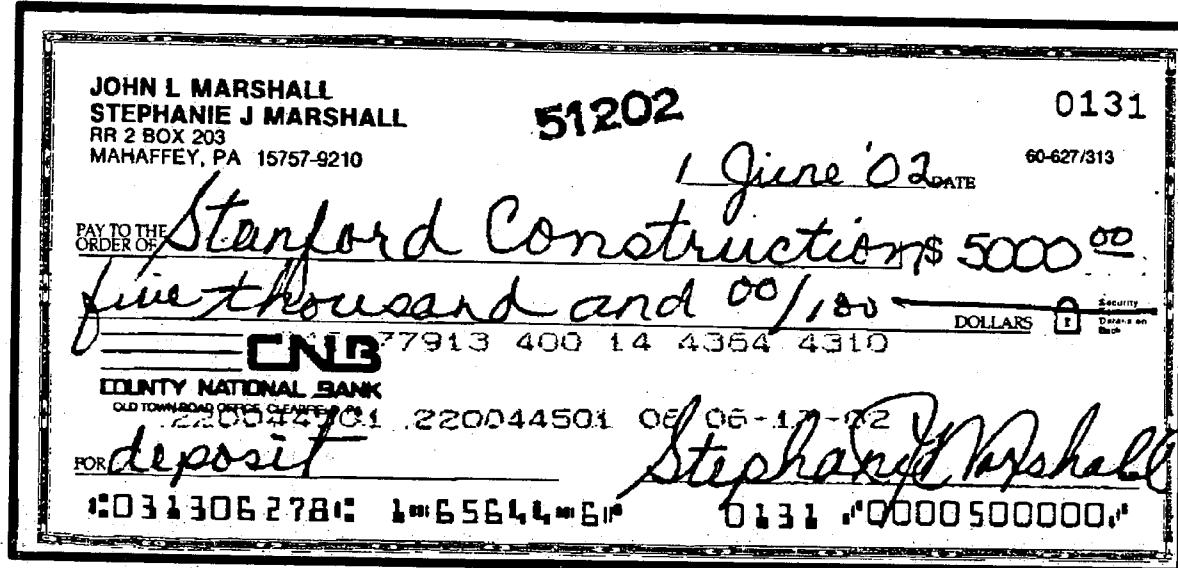


Exhibit B

Current Date: April 27, 2007

Account Number: 1656446  
Posted Date: August 29, 2002  
Amount: \$3,818.23

JOHN L MARSHALL  
STEPHANIE J MARSHALL  
125 JACKS LN  
MAHAFFEY PA 15757-8507

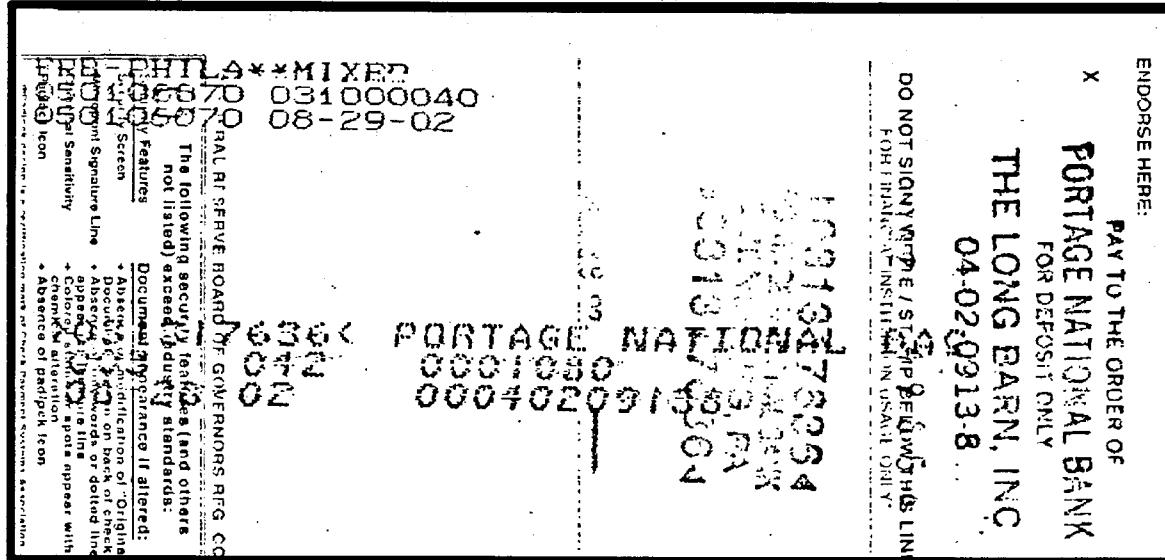
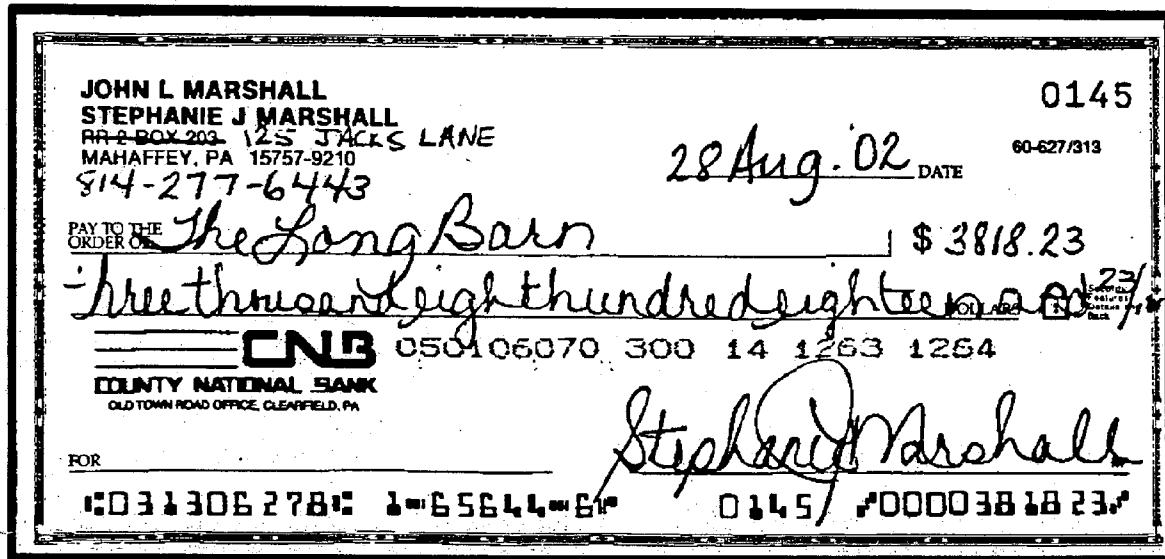
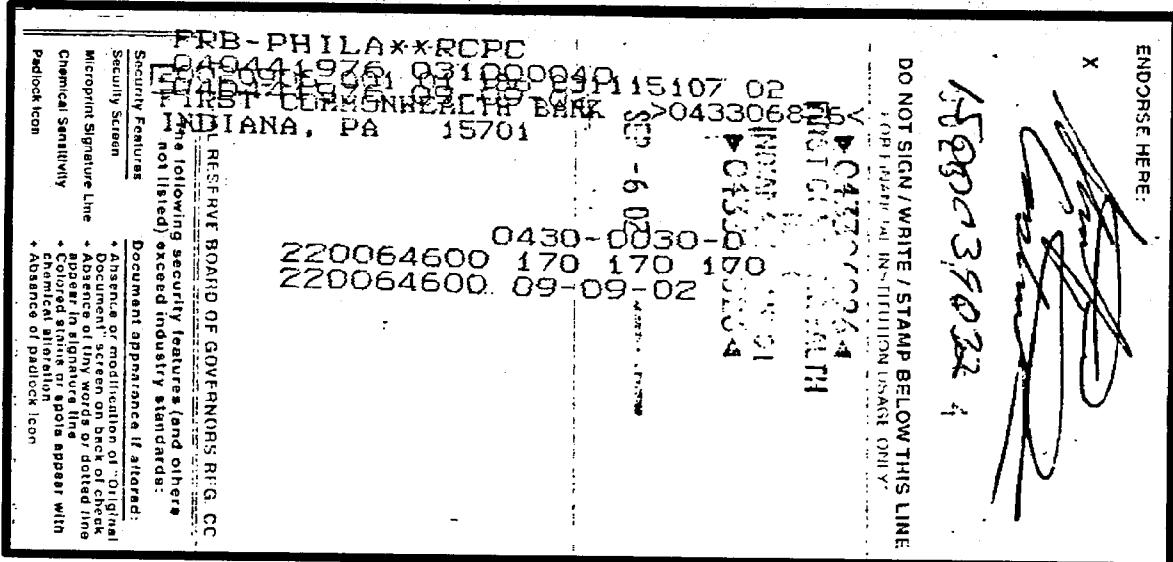
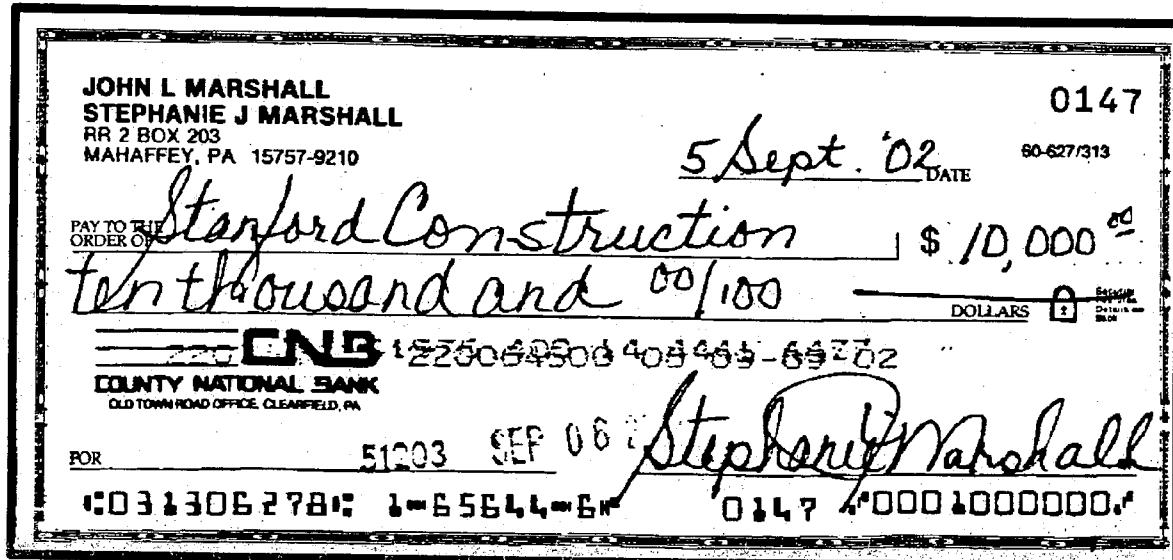


Exhibit C

Current Date: April 27, 2007

Account Number: 1656446  
Posted Date: September 09, 2002  
Amount: \$10,000.00

JOHN L MARSHALL  
STEPHANIE J MARSHALL  
125 JACKS LN  
MAHAFFEY PA 15757-8507



## Exhibit D

## STANFORD CONSTRUCTION

P.O. Box 45  
BURNSIDE, PA 15721  
(814) 845-2298 (814) 938-5317

NAME	John & Stephanie Marshall						
ADDRESS	Mashkey PP						
	PH NO	277-6843			DATE	10/3/02	
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MOSE RETD.	PAID OUT	LAYAWAY
QTY.	DESCRIPTION				PRICE	AMOUNT	
	Roof				4400	44	
	Gables				2000	00	
	Deck				12	869	44
	Windows				2	909	65
	Cupper				360	44	
					22	539	09
	payments				15	000	00
					7	539	09
Estimates Are Subject To Change						TAX	
RECEIVED BY						TOTAL	

No. 0001453

ALL CLAIMS AND RETURNED GOODS  
MUST BE ACCOMPANIED BY THIS BILL.

GP-153-2  
PRINTED IN U.S.A.

Thank You

## Exhibit E, (1)

RECEIVED  
MAY 29 2007

(L) E hidix E

Roof  
Gables

4,400  $\frac{\text{sq ft}}{\text{sq ft}}$   
2,000  $\frac{\text{sq ft}}{\text{sq ft}}$

Deck

12,869.44

windows.

2,909.65

Gutter -

22,179.09

360.  $\frac{\text{sq ft}}{\text{sq ft}}$

22,539.09

15,000  $\frac{\text{sq ft}}{\text{sq ft}}$

7,539.09

Extra's no charge -

- 6' to 12' STEPS on deck.
- concrete pad labor.
- Ice guards 6 rolls -
- cut down trees - around house
- vent gable
- fix gutter in front.
- siding in back

REGISTRATION  
MAY 29 2007

EE

(6) .3 fidirx3

Current Date: April 27, 2007

Account Number: 1533215  
Posted Date: October 15, 2002  
Amount: \$7,539.09

MARSHALL EXCAVATING & LOGGING  
125 JACKS LN  
MAHAFFEY PA 15757-8507

JOHN L. MARSHALL DBA MARSHALL EXCAVATING & LOGGING RD 2, BOX 203 MAHAFFEY, PA 15757 (814) 277-6443	COUNTY NATIONAL BANK CLEARFIELD, PA 60-827313	4876
<i>Stanford Construction</i>		<i>10 Oct. 02</i>
PAY TO THE ORDER OF <i>Stanford Construction</i>		<i>\$27539.09</i>
<i>Seven thousand five hundred thirty nine and 09/100</i>		<b>DOLLARS</b> <small>Security features included. Details on back.</small>
230173557 230173557 06 10-15-02		
MEMO _____	<i>Stephany Marshall</i>	
<i>"004876" 10313062781 1533215</i>		<i>"0000753909"</i>

Exhibit F

June 22, 2004

**ERIE INSURANCE GROUP**

c/o: Don Armstrong  
Claims Adjuster  
P.O. Box 640  
Punxsutawney, Pennsylvania 15767

**RE: Visual Inspection**

John L. Marshall, Residence  
125 Jacks Lane  
Mahaffey, PA 15757  
Claim #010110514789

Dear Mr. Armstrong;

Pursuant to your telephone request I have conducted an on-site visual inspection at the above-referenced property on June 7, 2004. Present during the inspection were myself and the Owner, Mr. Marshall.

This inspection consisted of visual observation only, made solely to determine the cause, extent, and any effects regarding the structural integrity related to the reported claim loss at the described portion of the property or residence. Neither the inspection nor the report is intended to cover mechanical, electrical, or architectural features unless specifically described.

**DESCRIPTION RELATED TO THE REPORTED CLAIM LOSS:**

The reported claim loss relates to the installation of a new roof membrane, siding of existing dormers, and the resulting leakage to the interior of the residence after completion. The Owner advised me that the new roof membrane had been installed on or about August of 2002.

The residence is a single family dwelling, is constructed with a full basement partially below grade (not inspected), wood framed first floor, and living spaces finished within the attic space of the roof structure. (see photos #1, #5, & #6 for configuration views).

The Owner did not advise me that there were any problems with the structure of the residence and my visual observations of the exterior perimeter did not exhibit any structural deficiencies.

The Owner advised me that since the installation of the new roof membrane, which included the construction of the rear porch roof structure, and siding/window cladding of the east side roof dormers, that water infiltration leakage has occurred at the south east quadrant first floor bedroom and above the north west quadrant kitchen (between exterior wall and window valance above sink).

**OBSERVATIONS:**

My visual observations of the shingled roof surface revealed that the installed exposure of each successive course of shingles did not meet the manufacturer's recommendations, see photo #16 for typical condition.

Visual observations of the side and end walls of the dormers did not readily exhibit any problems, however the installed configuration of flashing at these locations could not be verified due to obscurity by the finish surface materials, i.e. vinyl siding and shingles.

Visual observations of various locations of the shingled roof surface indicated that the shingle installation would not meet with standard construction or workmanship methods or procedures, see photo #9, & #10 for a typical condition.

I visually noted that the moisture/water stains located at the ceiling of the south east quadrant bedroom, photos #17 & #18, were essentially directly below the intersection of the lower corners of the roof dormers and the main roof surface. I also pointed out moisture/water stains located on the wood soffit ceiling of the front porch which corresponded with the location of the dormer above, however I was unable to determine if this staining was recent or occurred at some time in the distant past.

Visual observation of the west elevation porch roof surface and the change in roof pitch surface between the porch roof and the main roof did not readily exhibit any problems with the shingles, with the exception of the incorrect exposure per course, see photo #11. I will note that the Owner advised me during the inspection that the existing roof overhang, such as seen on photo #3, was removed along the length of the newly added west porch roof and a wood framed knee wall was erected atop the existing exterior first floor wall for support of the new construction of the porch roof framing. He also stated that the existing main roof shingles were not removed below the newly constructed porch roof framing.

The Owner advised me that during the winter months that water leakage occurred at the north west quadrant kitchen sink, between the window valance and the exterior wall. I visually observed some moisture/water stains at the ceiling area and window sill of this location.

Visual observations of the attic space finished area revealed a number of locations that exhibited moisture/water staining of the finished ceiling surface and at dormer sidewalls, see photos #19, #20, & #20 for typical conditions. However, the ceiling finish prevented direct observation of the underside of the roof deck and framing, therefore I was not able to visually determine the origin or cause of these stains.

#### CONCLUSIONS:

My professional opinion is that the installation of the "Laminate Shingles" on the roof of this residence are incorrectly installed and do not meet with the manufacturer's application recommendations. The amount of exposure visually appears to be much greater than that required by the manufacturer.

I can not verify the existence or method of deck surface preparation or whether it meets with the manufacturer's recommendations as the single finish obscures the installed conditions from view. Therefore I have included with this report the *Installation Instructions*, for Oakridge Pro Series Laminate Shingles by "Owens Corning". I would also recommend that an "Owens Corning" representative should inspection the installed condition of the laminate shingles.

Addressing the water leakage at the north west quadrant kitchen window, it would be my professional opinion that water is migrating below the shingle surface and any underlayment, discharging to the surface of the previously existing shingles on the main roof surface beneath. The eave overhang of the original main roof and roof deck was removed to the backside of the exterior wall to construct the knee wall porch roof support, thus the water that is discharged to the previously existing and remaining shingle surface flows to the ceiling area above the kitchen sink. I would also suspect that under winter icing conditions that an ice/snow build-up along the change in slope between the main roof and the porch roof is creating an ice dam, which may also be forcing water below the shingle membrane.

Addressing the moisture/water leakage stains at the south east quadrant bedroom ceiling, it would be my professional opinion that there is a flashing deficiency associated with the side and/or end walls of the dormers and main roof above, allowing water to migrate below the roof membrane to the bedroom ceiling. This may not occur under all weather conditions, possibly depending on the prevailing direction of wind, rain, or snow, however based on the visual observation of the ceiling water stains it is never the less occurring.

As stated previously I have included information from the roofing material manufacturer and I have also included copies of information from the *\*NATIONAL ROOFING CONTRACTORS ASSOCIATION\** manual, relating to proper installation and detailing of shingled roofs.

Should you have any questions or require further assistance concerning this matter, please do not hesitate to contact me at one of the listed communication mediums.

Respectfully submitted,

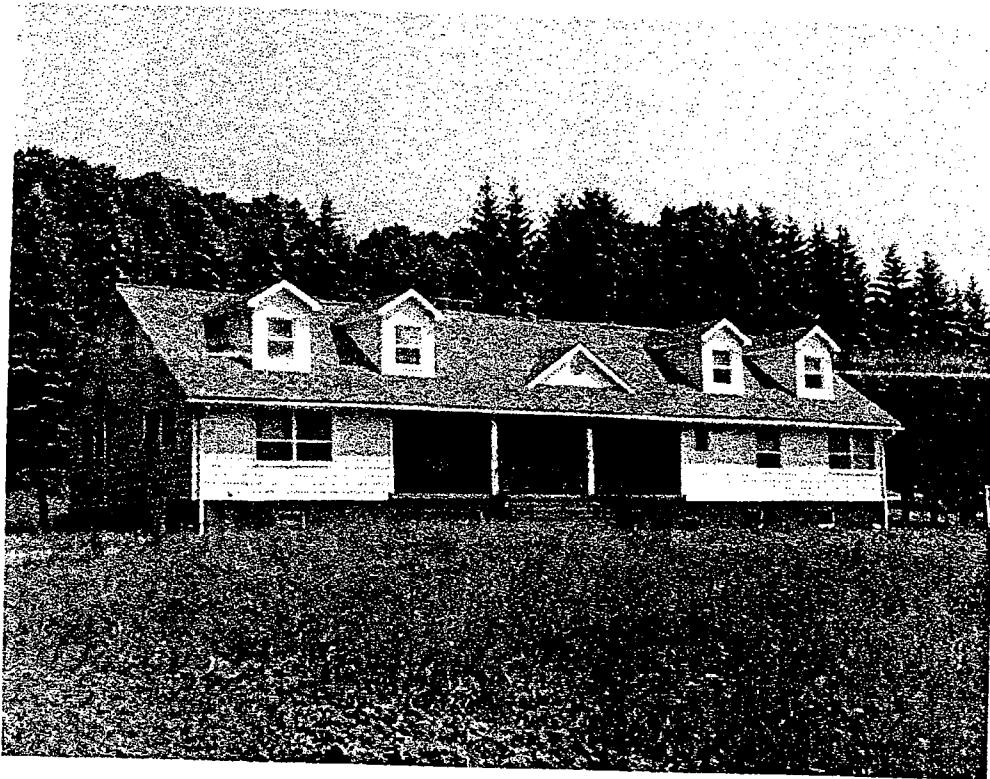


L. John Morris, P.E.

photo attachments

\*Owens Corning\* information  
\*NRCA\* manual excerpt

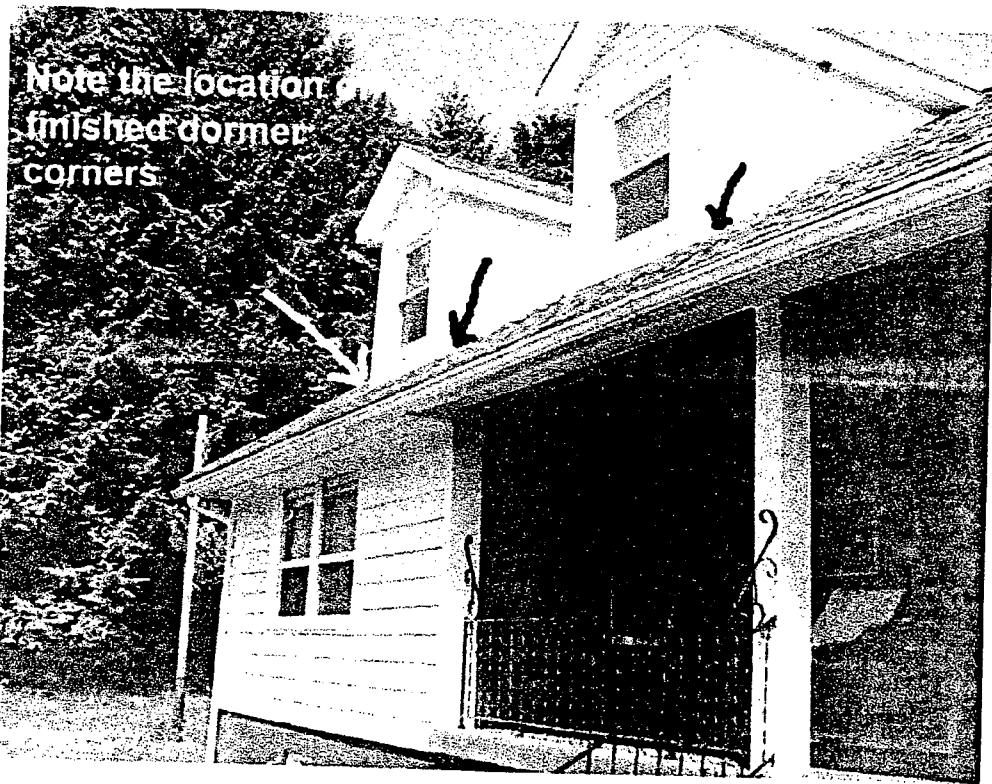
125 Jacks Lane, east elevation of residence, #1



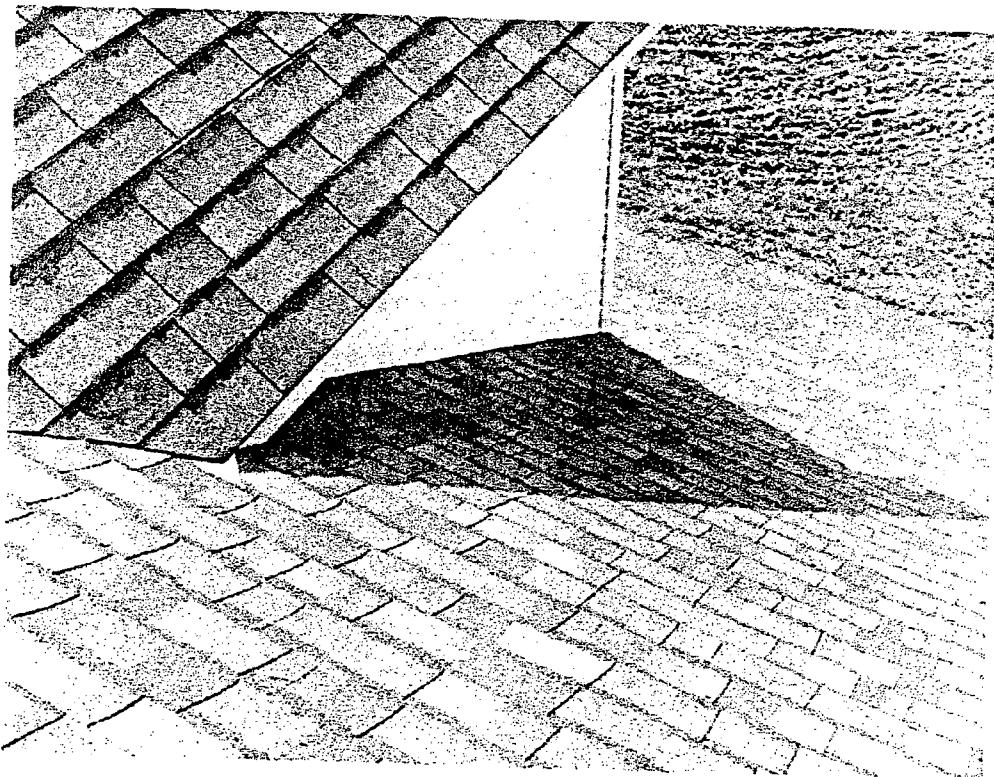
125 Jacks Lane, south roof quadrant of east elev., #2



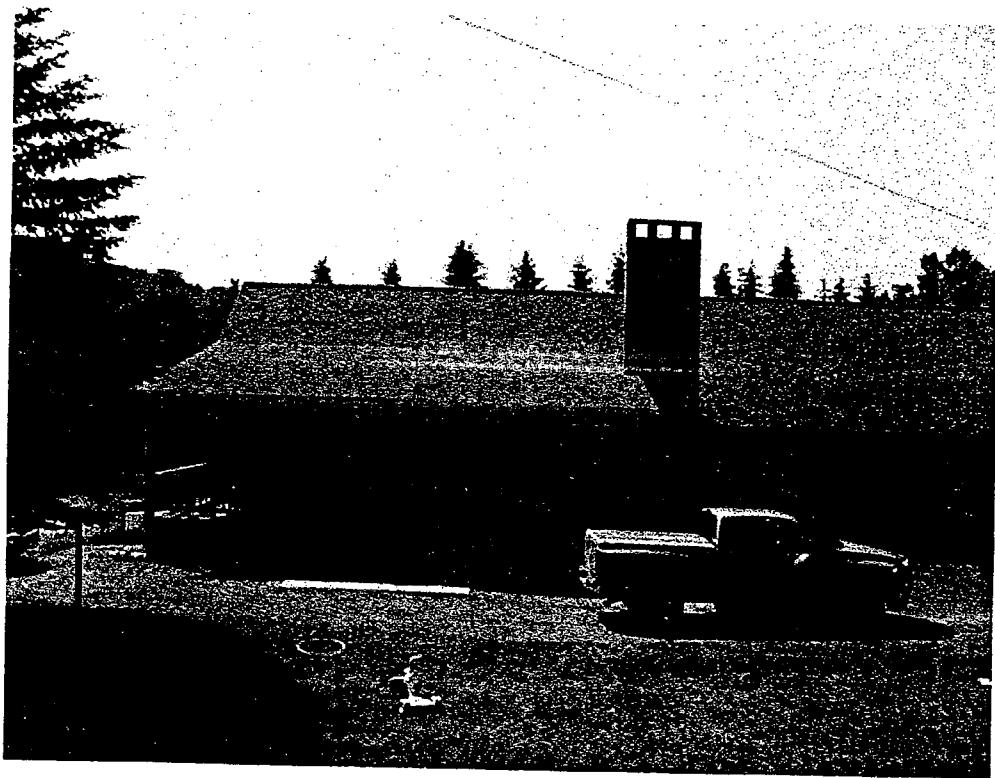
125 Jacks Lane, south roof quadrant or east elev., #3



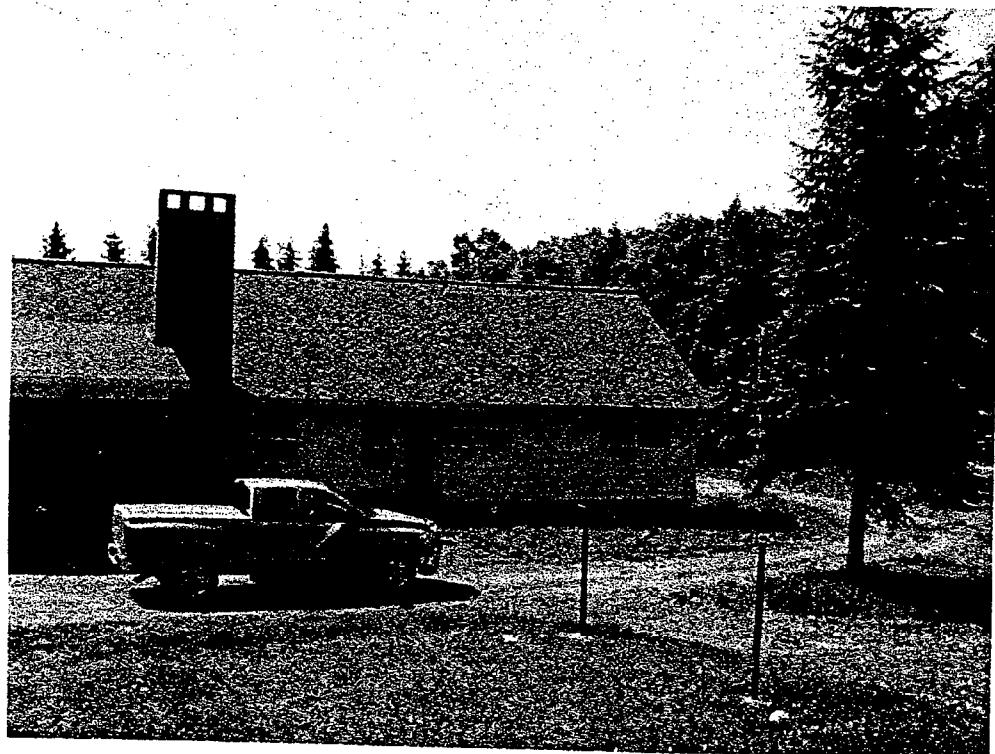
125 Jacks Lane, view of typical dormer from roof, #4



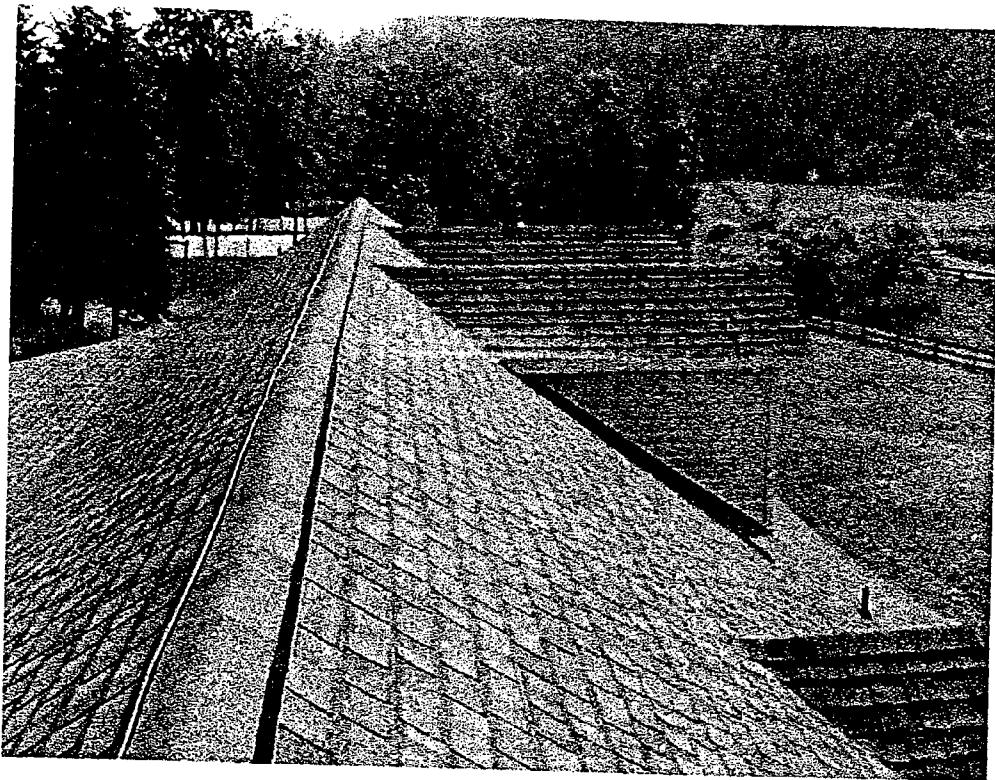
125 Jacks Lane, north roof quadrant of west elev., #5



125 Jacks Lane, south roof quadrant of west elev., #6



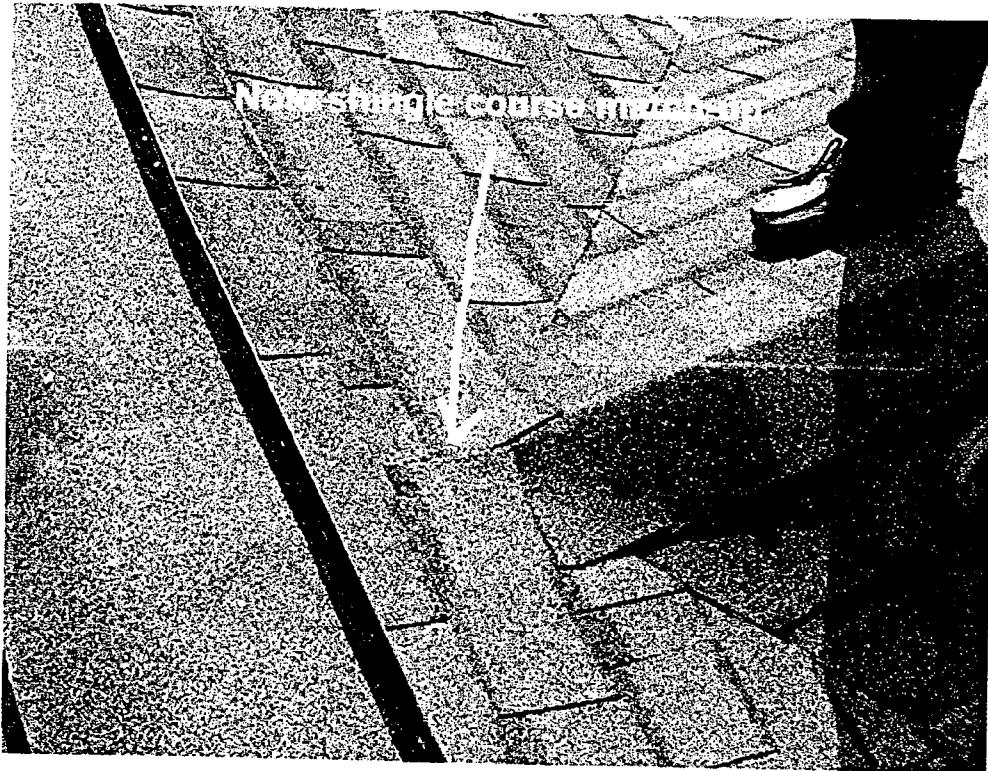
125 Jacks Lane, view of roof peak looking north, #7



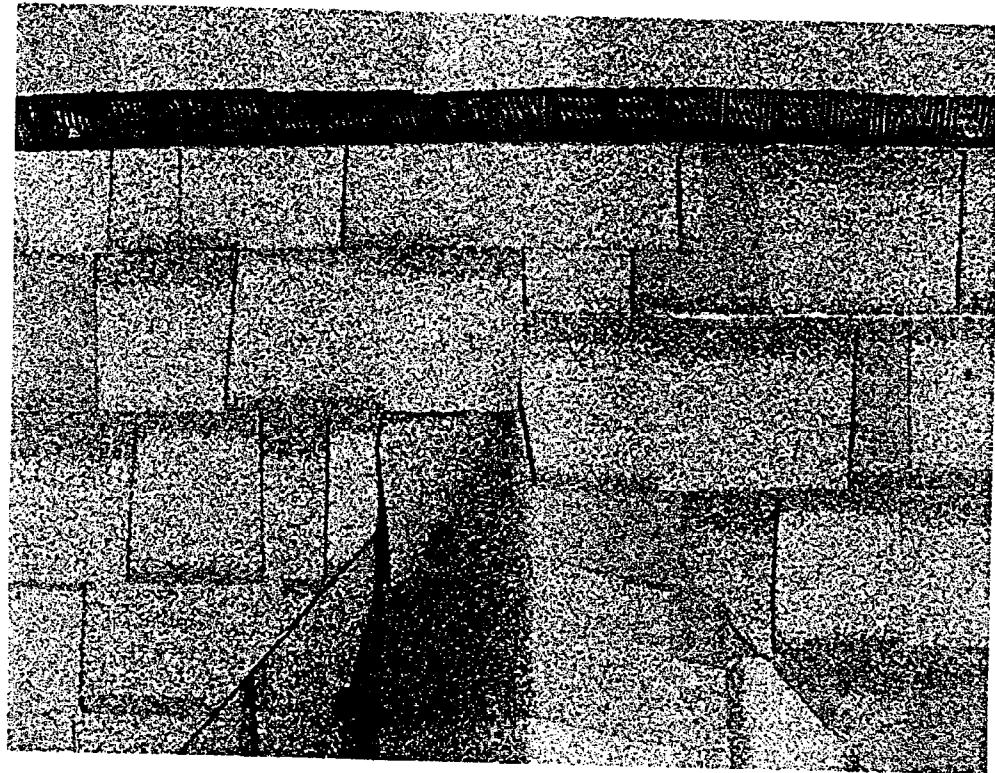
125 Jacks Lane, view of first dormer looking south, #8



125 Jacks Lane, dormer peak intersection w/main roof, #9



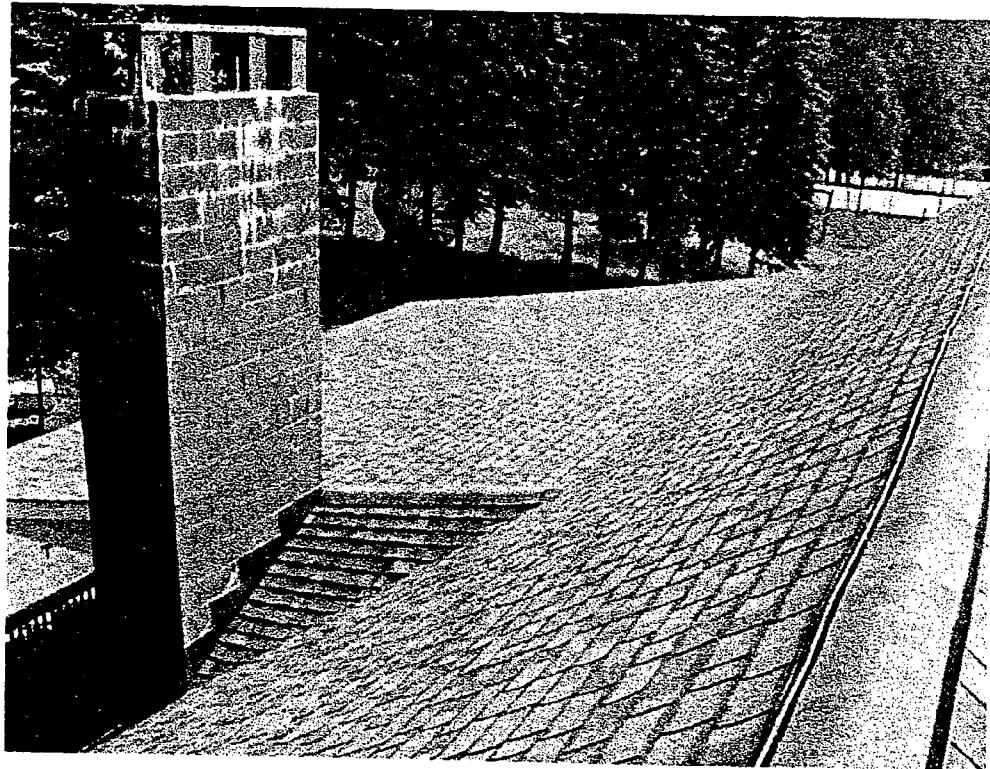
125 Jacks Lane, dormer peak intersection w/main roof, #10



125 Jacks Lane, west porch roof to main roof, #11



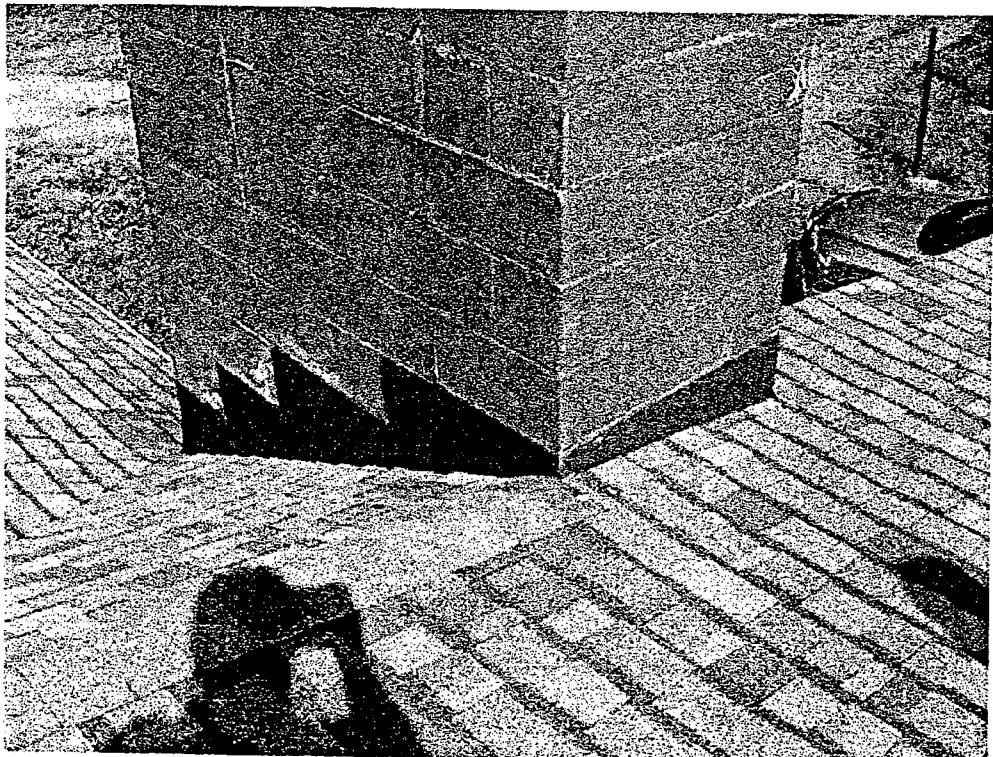
125 Jacks Lane, west porch roof to main roof, #12



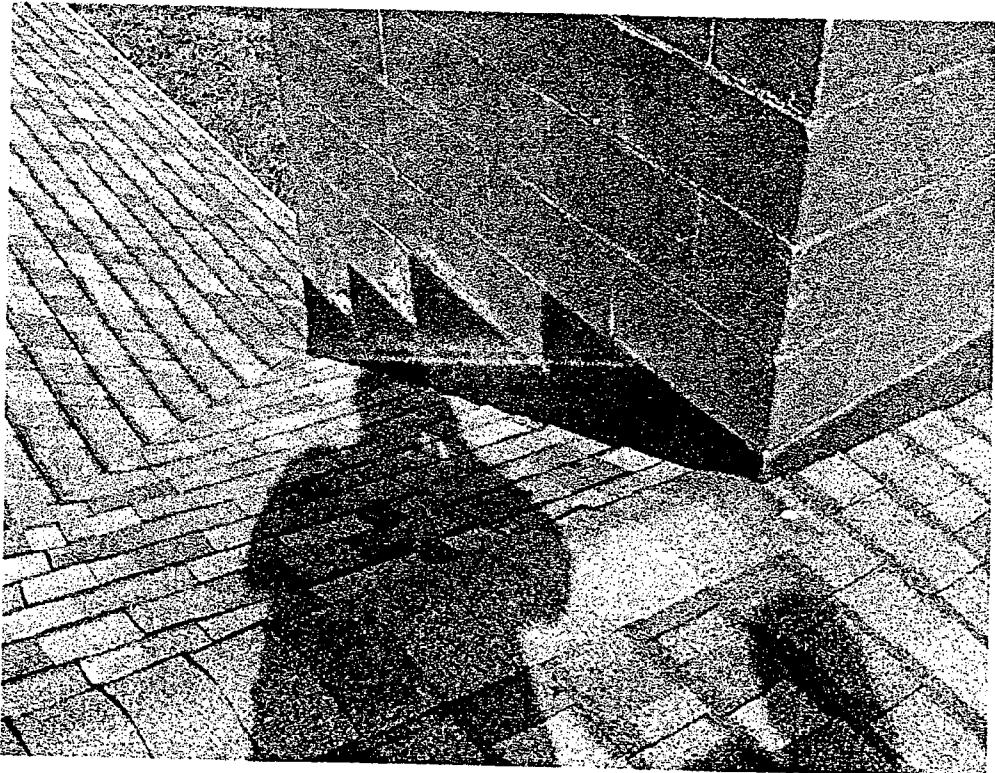
125 Jacks Lane, west roof surface looking south, #13



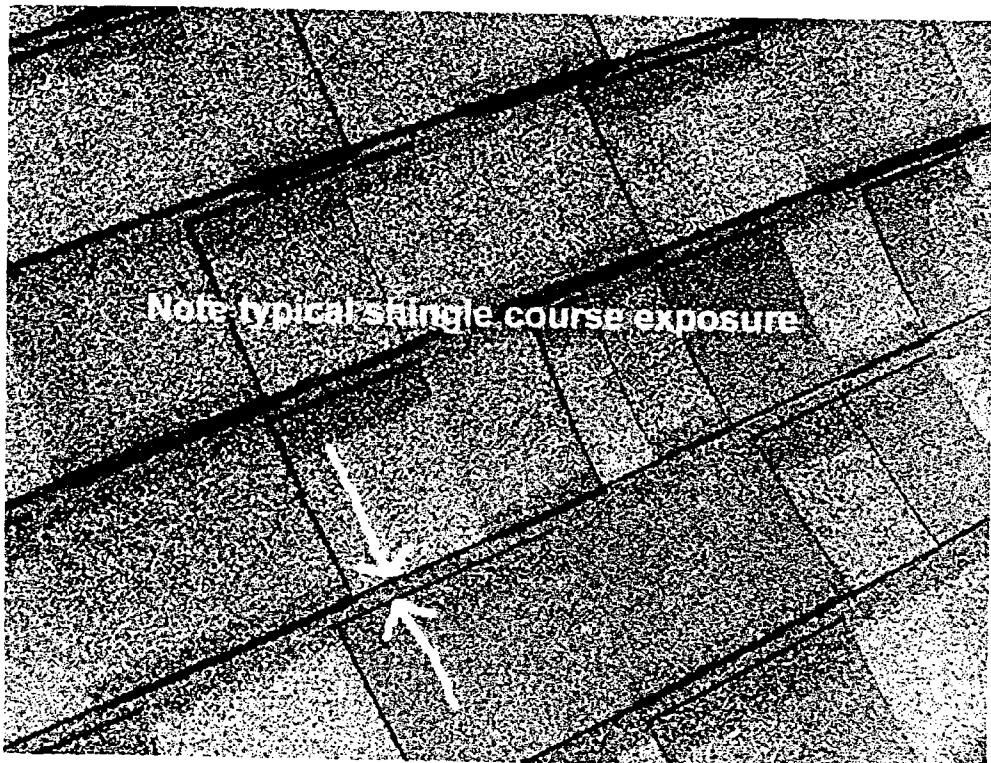
125 Jacks Lane, close-up of west elev. chimney flashing, #14



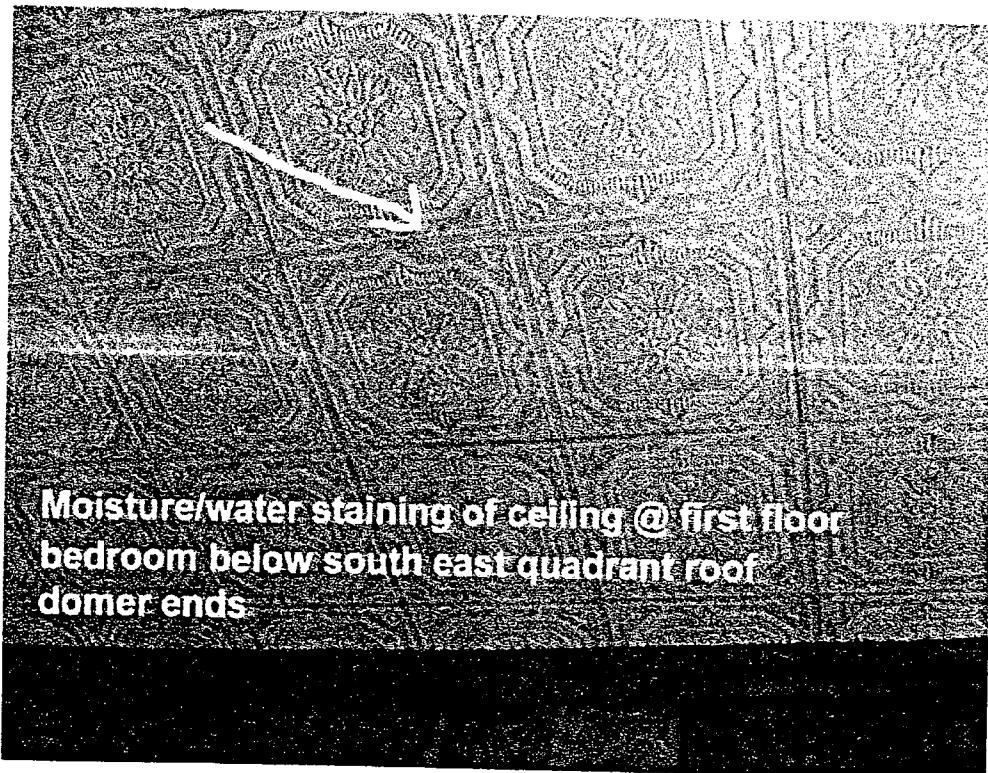
125 Jacks Lane, close-up of west elev. chimney flashing, #15



125 Jacks Lane, close-up of typical shingle surface, #16

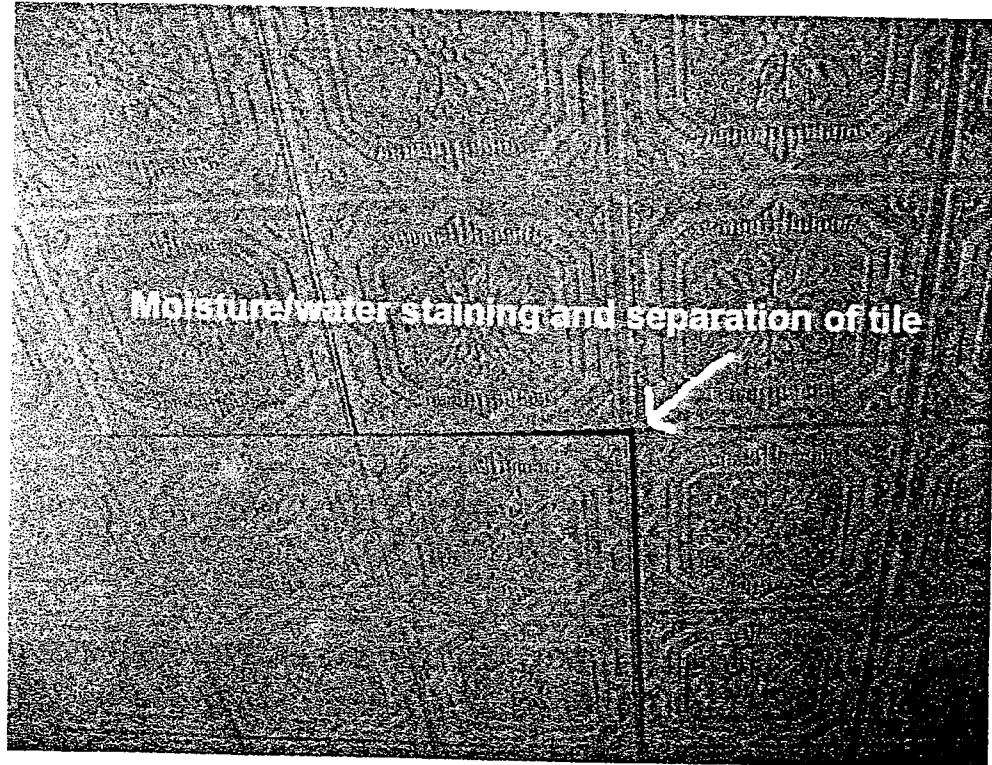


125 Jacks Lane, first flcor bedroom ceiling, #17



**Moisture/water staining of ceiling @ first floor  
bedroom below south east quadrant roof  
dome ends**

125 Jacks Lane, first floor bedroom ceiling, #18



**Moisture/water staining and separation of tile**

125 Jacks Lane, occupied attic space ceiling, #19

**Moisture/water staining @ attic space  
between dormers**

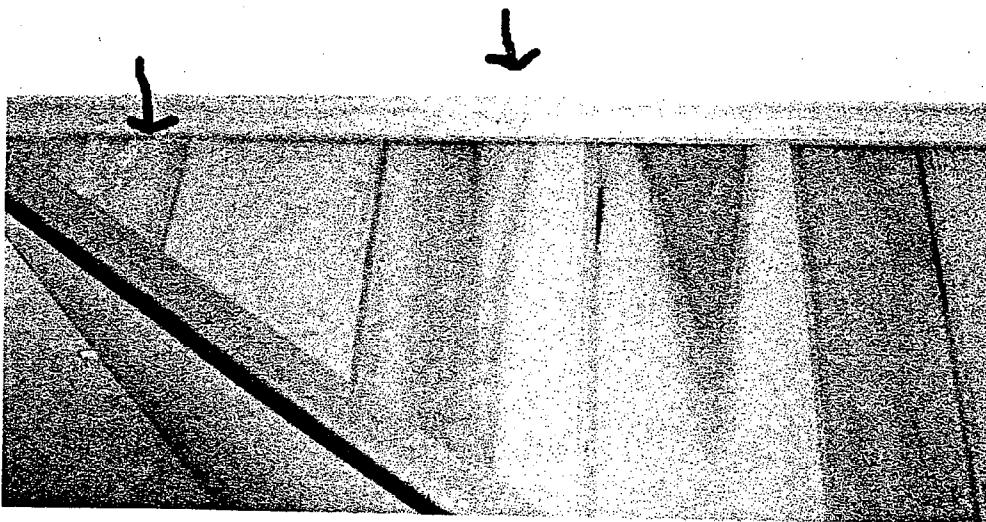


125 Jacks Lane, occupied attic space ceiling, #20



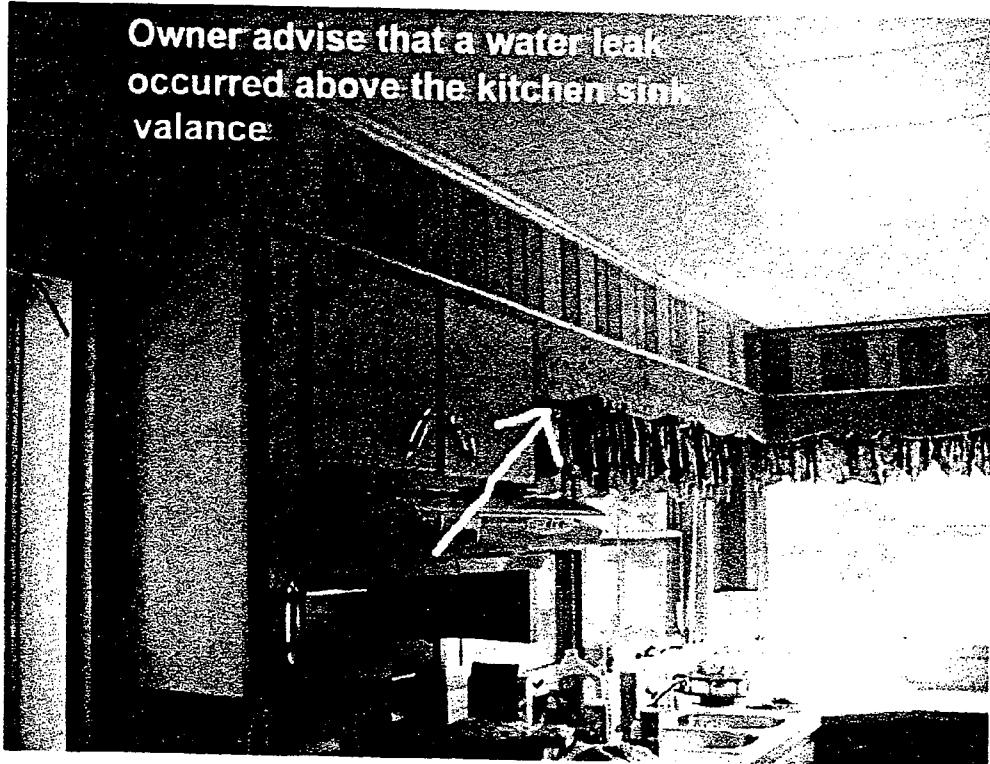
125 Jacks Lane, occupied attic space ceiling, #21

**Moisture staining along south quadrant  
roof dormer sidewall/interior ceiling**

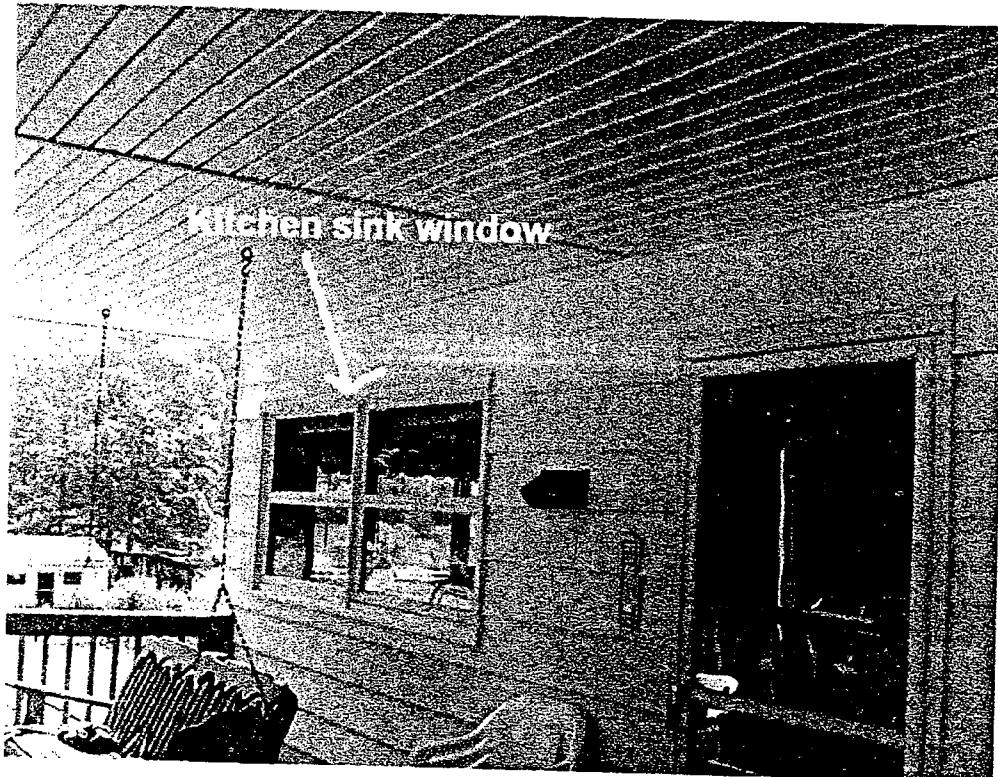


125 Jacks Lane, north west interior corner (kitchen), #22

**Owner advise that a water leak  
occurred above the kitchen sink  
valance.**



125 Jacks Lane, west porch wall and ceiling, #23



November 3, 2004

Stanford Construction  
Sam Stanford  
PO Box 457309 Main Street Route 219  
Burnside PA 15721  
814-845-2298

Dear Sam:

At the advice of our attorney, it has been recommended that we inform you of our insurance company's engineer's findings regarding the roof that was installed by your company. This is to give you and your insurance company the opportunity to respond to this matter (The report is enclosed for you to review). If necessary we will proceed further with this matter legally.

We are asking to be fully compensated for the upcoming replacement cost of the entire roof and ceiling in the master bedroom and any future damages that may occur until the roof is replaced (Copies of bids are enclosed).

Should your insurance company need to contact us they may call 814-590-9469. We would like to resolve this matter. A response would be appreciated within 30 days of your receiving this letter.

Sincerely,

*John L. Marshall*  
*Stephanie J. Marshall*

John L. & Stephanie J. Marshall  
125 Jack's Lane  
Mahaffey PA 15757  
814-590-9469 (7-4)

cc: Kim C. Kesner

Exhibit H

**JOHN SUGHRUE  
Attorney at Law**

**Phone (814) 765-1704**

**23 North Second Street  
Clearfield, PA 16830**

**Fax (814) 765-6959**

**February 24, 2005**

**VIA CERTIFIED, RETURN RECEIPT  
REQUESTED and  
FIRST CLASS MAIL, POSTAGE PREPAID**

**Mr. Sam Stanford  
PO Box 45  
Burnside, PA 15721**

**RE: Claim of John L. Marshall and Stephanie J. Marshall  
Type of Claim: Breach of Contract  
Amount of Damages: \$16,880.00**

**Dear Mr. Stanford,**

Please be advised that I have been retained by John and Stephanie Marshall to represent them with respect to a claim they have against you. The claim arises out of the unworkmanlike manner in which you constructed an addition to their home and installed a roof.

Your work has been inspected by two building and roofing contractors, a building inspector and a professional engineer. The individuals evaluating your work are unanimous in the conclusion that the work was not performed in a workmanlike manner, in accordance with manufacturer's specifications or in accordance with the customary standards of the construction industry.

As a result of your defective workmanship, there is extensive leaking within the interior of the residence, which has caused further damage to walls and ceilings. This damage will continue until appropriate repairs are made.

The experts have indicated that the entire roof was installed improperly and therefore has to be removed and replaced. The estimate of doing the same is \$16,200.00 for a new roof and \$680.00 for interior repairs. This does not include any defects that may be discovered upon removal of the shingles.

If you have an insurance policy that covers defective performance of work, I recommend that you refer this letter to your carrier immediately. If you do not, I ask that you or your attorney contact me to determine if we can amicably resolve this claim.

**Exhibit I**

If I do not receive a good faith response from you or your representative within ten (10) days of the date of this letter, I will advise my client that you have no interest in standing behind your work and that his only alternative is the legal process.

Please give this matter your immediate attention.

Very truly yours,

John Sughrue

JS/kg

cc: Mr. & Mrs. John L. Marshall

3912

4682

2000 1700

7000

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

**BURNSIDE PA 15721**

Postage	\$ 0.37
Certified Fee	\$ 1.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>

0830 07 Postmark Here  
02/28/2005

Sent To: *Mr. Sam Stanford* (initials)  
Street, Apt. No., or P.O. Box No.  
10 BOX 45  
City, State, ZIP+4  
Burnside, PA 15721

PS Form 3800, May 2000  
See Reverse for Instructions

**John M. Bracken  
Building Contractor**  
5 Irvin Street  
Mahaffey, PA 15757  
Phone (814) 277-6791 • Fax (814) 277-6793  
bracken5@comcast.net

---

April 3, 2008

John and Stephanie Marshall  
125 Jacks Lane  
Mahaffey PA 15757

Cost estimate to replace Asphalt Roofing & Damaged Ceiling as Follows:

Roofing	53 Sq. Architectural Shingles	\$5,066.76
Felt, Roof Edge, Flashing Nails		\$ 984.60
Ice & Water Shield		\$ 703.79
Siding Moldings		\$ 164.30
Debris Removal		\$ 650.00
Ceiling Tile & Moldings		\$ 894.00
 LABOR		 <u>\$9,889.50</u>
 TOTAL		 <b>\$18,352.95</b>

Exhibit J

**VERIFICATION**

I, Stephanie J. Marshall, Plaintiff, verify that the statements made in this COMPLAINT are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: June 9, 2008

  
Stephanie J. Marshall, Plaintiff

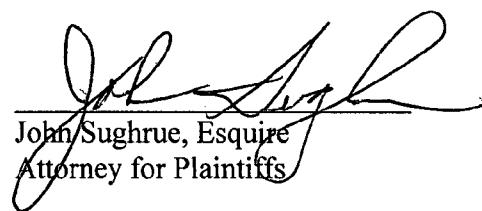
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on August 28, 2008, I caused a true and correct copy of the foregoing COMPLAINT to be served on the following and in the manner indicated below:

**By United States Mail, First Class, Postage Prepaid**  
**Addressed as Follows:**

Mr. Sam Stanford  
7309 Main Street  
P.O. Box 45  
Burnside, PA 15721

Date: August 28, 2008



John Sughrue, Esquire  
Attorney for Plaintiffs

2

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

JOHN L. MARSHALL and  
STEPHANIE J. MARSHALL, his wife,  
Plaintiffs  
  
vs.  
  
SAM STANFORD i/d/b/a STANFORD  
CONSTRUCTION,  
Defendant

) : No. 2006-00539-C.D.  
):  
):  
): Type of Case: Civil Action  
):  
): Type of Pleading Filed:  
): Entry of Appearance  
):  
):  
): Filed on behalf of: Defendant  
):  
): Counsel of Record for this Party:  
: Joseph P. Green, Esquire  
): PA ID #19238  
: LEE, GREEN & REITER, INC.  
): 115 East High Street  
: PO Box 179  
): Bellefonte, PA 16823  
: 814-355-4769

**FILED**  
SEP 24 2008  
n/12/15/wb  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 CENT TO AIR  
*(CR)*

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

JOHN L. MARSHALL and	)	
STEPHANIE J. MARSHALL, his wife,	:	No. 2006-00539-C.D.
Plaintiffs	)	
	:	
vs.	)	
	:	
SAM STANFORD i/d/b/a STANFORD	)	
CONSTRUCTION,	:	
Defendant	)	

**ENTRY OF APPEARANCE**

To the Prothonotary:

Please enter the appearance of the undersigned on behalf of Sam Stanford, individually and d/b/a Stanford Construction, Defendant above-named.

LEE, GREEN & REITER, INC.

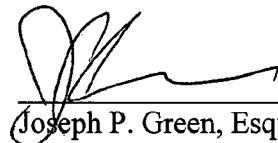
By: 

Joseph P. Green, Esquire  
PA ID #19238  
Attorney for Defendant  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Entry of Appearance was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 13 day of September, 2008 addressed to the following:

John Sughrue, Esq.  
225 East Market Street  
Clearfield, PA 16830



Joseph P. Green, Esquire

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

JOHN L. MARSHALL and

STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

vs.

SAM STANFORD i/d/b/a STANFORD  
CONSTRUCTION,

Defendant

) : No. 2006-00539-C.D.  
):  
):  
): Type of Case: Civil Action  
):  
): Type of Pleading Filed:  
: Answer and New Matter  
):  
): Filed on behalf of: Defendant  
:  
): Counsel of Record for this Party:  
: Joseph P. Green, Esquire  
): PA ID #19238  
: LEE, GREEN & REITER, INC.  
): 115 East High Street  
: PO Box 179  
): Bellefonte, PA 16823  
: 814-355-4769  
):  
: **JURY TRIAL DEMANDED**

FILED *no cc*  
*11/24/08*  
*OCT 20 2008 (GW)*

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOHN L. MARSHALL and )  
STEPHANIE J. MARSHALL, his wife, ) : No. 2006-00539-C.D.  
Plaintiffs )  
vs. )  
SAM STANFORD i/d/b/a STANFORD )  
CONSTRUCTION, )  
Defendant )

**NOTICE TO PLEAD**

To the within named plaintiffs:

You are hereby notified to plead to the within NEW MATTER within 20 days of service hereof, or judgment may be entered against you.

LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esquire  
PA ID #19238  
Attorney for Defendant  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

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

JOHN L. MARSHALL and )  
STEPHANIE J. MARSHALL, his wife, ) : No. 2006-00539-C.D.  
Plaintiffs )  
vs. )  
: )  
SAM STANFORD i/d/b/a STANFORD ) : JURY TRIAL DEMANDED  
CONSTRUCTION, )  
Defendant )

**ANSWER AND NEW MATTER**

Sam Stanford, individually and d/b/a Stanford Construction, responds to the Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted in part and denied in part. It is admitted that plaintiffs decided to place a new roof on their residence. However, the specific time frame relative to their decision-making process is not known to the defendant. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.
7. Admitted in part and denied in part. It is admitted that the defendant was a qualified and experienced contractor. He was a good friend of the plaintiffs. Plaintiff John L.

Marshall (now deceased) actively participated in the project, selecting materials, gave directions, etc. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

8. Admitted.

9. Admitted in part and denied in part. It is admitted that the subject check was delivered to the defendant. It is admitted that a copy of the check is accurately depicted as Exhibit B. However, as stated above, Plaintiff John L. Marshall actively participated in the performance of the work, the selection of the materials, the providing of directions, etc. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

10. Denied as stated. The arrangements relative to the installation of the new roof involved active participation on the part of Plaintiff John L. Marshall. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

11. Denied as stated. As stated above, the arrangement between the parties involved Plaintiff John L. Marshall providing certain materials, performing aspects of the work, providing directions, etc. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

12. Denied. The implication that the defendant committed a breach of contract by "failing to commence performance under the contract" is denied. On the contrary, the defendant did substantially perform his obligations under the contractual arrangements with the plaintiffs. It is admitted that Exhibit C is an accurate depiction of what it purports to represent. As stated above, Plaintiff John L. Marshall was an active participant with respect to the carrying out and performance of the work at the plaintiffs' premises. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted.

18. Admitted in part and denied in part. It is admitted that plaintiffs made the payments described by them in this pleading. The balance of the averments are denied as representing conclusions of law to which no specific response is required.

19. Denied. On the contrary, it is asserted that defendant did substantially perform any contractual obligations which were applicable. He committed no breach of contract which was a proximate or legal cause of the described damages.

**COUNT I**

**BREACH OF CONTRACT**

20. The responses and denials as set forth above are incorporated at this point by reference.

21. Denied as stated. There does not exist a single and voided contract document or set of documents relative to this matter. The Plaintiff John L. Marshall was actively involved in the work associated with the project including the providing of directions, purchasing materials, etc. The averments constitute a conclusion of law to which no specific response is required.

22. Denied. Although the defendant had certain contractual duties relative to the roofing project, the project was undertaken on a joint basis. Plaintiff John L. Marshall selected a number of materials, participated in the work, provided instructions, etc. To the extent that the responding party had the contractual duties in this matter, he performed those duties in a workmanlike and proper manner.

23. Denied. As stated above, Plaintiff John L. Marshall was actively involved in the purchase of materials, the selection of same, the providing of directions and the giving of instructions with respect to the performance of the work.

24 (including subparagraphs A through M). Denied. The averments are denied in their entirety. The defendant acted with due care and prudence in the performance of his contractual obligations. In fact, he did perform his contractual obligations in a proper, workmanlike, and substantial manner in all respects. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

25 (including subparagraphs A through O). Denied. The averments are denied in their entirety. The defendant acted with due care and prudence in the performance of his contractual obligations. In fact, he did perform his contractual obligations in a proper, workmanlike, and substantial manner in all respects. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

26. Admitted in part and denied in part. It is admitted that the plaintiff received the communications depicted in Exhibits H and I. However, it is denied that said exhibits contain accurate information. To the extent that any deficiencies or defects existed with respect to the project, the plaintiffs have substantially contributed to same. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

27. Admitted in part and denied in part. It is admitted that the defendant has not taken subsequent action. However, he did not breach a contract and had no obligation to cure same. In addition, the amount of damages being claimed by plaintiffs is exorbitant and completely outside the applicable measure of damages in a case of this sort.

28. Denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

29. Denied. On the contrary, it is asserted that it is not necessary to take the extensive action being proposed by the plaintiff. The reasonable costs of repair cited by plaintiffs is not the applicable standard. In addition, it is asserted that, after reasonable investigation, the responding

party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

WHEREFORE, it is respectfully requested that judgment be entered in favor of the defendant and against the plaintiffs.

**COUNT II**

**BREACH OF IMPLIED WARRANTY OF WORKMANSHIP**

30. The foregoing responses and denials are incorporated at this point by reference.
31. Denied. The averments set forth a conclusion of law to which no specific response is required. In any event, the defendant states that he did perform work in a proper and workmanlike manner.
32. Denied. The averments set forth a conclusion of law to which no specific response is required. In any event, the defendant states that he did perform work in a proper and workmanlike manner.

33 (including subparagraphs A through M). Denied. The averments are denied in their entirety. The defendant acted with due care and prudence in the performance of his contractual obligations. In fact, he did perform his contractual obligations in a proper, workmanlike, and substantial manner in all respects. The balance of the averments are denied. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

34. Denied. The averment sets forth a conclusion of law to which no specific response is required. In any event, the foregoing responses and denials are incorporated at this point by

reference. In addition, it is asserted that the defendant acted in a reasonable manner and complied with any and all contractual responsibilities which were applicable to him.

35. Denied. The averment sets forth a conclusion of law to which no specific response is required. In any event, the foregoing responses and denials are incorporated at this point by reference. In addition, it is asserted that the defendant acted in a reasonable manner and complied with any and all contractual responsibilities which were applicable to him.

WHEREFORE, it is respectfully requested that judgment be entered in favor of the defendant and against the plaintiffs.

### COUNT III

#### BREACH OF IMPLIED WARRANTY OF FITNESS

36. The foregoing responses and denials are incorporated at this point by reference.

37. Admitted in part and denied in part. It is admitted that plaintiffs' intention was probably to provide the protection described in this paragraph to the home. However, Plaintiff John L. Marshall was a participant in the project. The defendant and Mr. Marshall were friends and there were joint aspects to performance including activity on the part of Mr. Marshall such as purchasing materials, participating in work, providing directions, etc.

38. Denied. The averment sets for a conclusion of law to which no response is required.

39. Denied as stated. The foregoing responses and denials are incorporated at this point by reference. The installation of the new roof had joint aspects to it involving Plaintiff John L. Marshall himself. Mr. Marshall selected materials, gave instructions and directions, participated in work activities, etc. The balance of the averments are denied. After reasonable

investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

40. Denied. The foregoing responses and denials are incorporated at this point by reference. The defendant committed no breach of warranty in any respect. He conducted his activities in a reasonable and prudent manner whereby he complied with any and all contractual obligations applicable to him.

41. Denied. The foregoing responses are incorporated at this point by reference. With respect to damages, the defendant demands proof. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

42. Denied. The foregoing responses are incorporated at this point by reference. With respect to damages, the defendant demands proof. After reasonable investigation, the responding party is without knowledge or information sufficient to form a belief as to the truth of the averments and strict proof thereof is demanded.

WHEREFORE, it is respectfully requested that judgment be entered in favor of the defendant and against the plaintiffs.

#### NEW MATTER

43. As indicated in the main body of this responsive pleading, Plaintiff John L. Marshall was directly involved with various aspects of the subject contract. To this extent, there was a joint performance inasmuch as the defendant, being a good friend of Mr. Marshall at the time, had agreed to assist in the installation of the subject roof. To suggest that this transaction involved unilateral performance on the part of the defendant is simply inaccurate.

44. The defendant substantially performed any and all contractual obligations which were applicable to him.

45. The measure of damages which is being asserted herein is inapplicable. The true measures, if there was a breach of contract, would involve diminution in value which would be substantially less than the alleged cost of a new roof.

46. If a new roof were installed, the plaintiffs would experience a substantial increase in value of their property and a significant "betterment" which would not be compensable.

WHEREFORE, it is respectfully requested that judgment be entered in favor of the defendant and against the plaintiffs.

LEE, GREEN & REITER, INC.

By: 

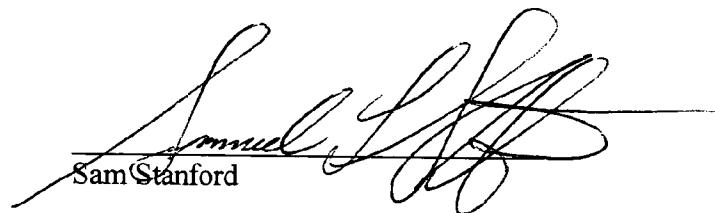
Joseph P. Green, Esquire  
PA ID #19238  
Attorney for Defendant  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

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

JOHN L. MARSHALL and	)	
STEPHANIE J. MARSHALL, his wife,	:	No. 2006-00539-C.D.
Plaintiffs	)	
	:	
vs.	)	
	:	
SAM STANFORD i/d/b/a STANFORD	)	
CONSTRUCTION,	:	
Defendant	)	

**VERIFICATION**

Sam Stanford, individually and d/b/a Stanford Construction, states that he is the defendant, that he is acquainted with the facts set forth in the foregoing responsive pleading; that the same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

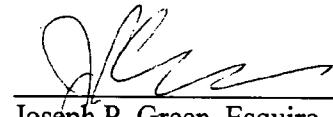


Sam Stanford

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Answer and New Matter was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 17 day of October, 2008 addressed to the following:

John Sughrue, Esq.  
225 East Market Street  
Clearfield, PA 16830



\_\_\_\_\_  
Joseph P. Green, Esquire

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

JOHN L. MARSHALL and  
STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

vs.

SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION  
Defendant

\*  
\*  
\*  
\*  
\*  
\* No. 2006-00539-C.D.

\*  
\*  
\*  
\*  
\*  
\* **Type of Case:** Civil Action  
\*  
\* **Type of Pleading:** Plaintiffs' Reply to  
\* New Matter  
\*  
\* **Filed on Behalf of:** Plaintiffs

\* **Counsel of Record for this Party:**  
\* John Sughrue, Esquire  
\* Supreme Court No. 01037  
\* 225 East Market Street  
\* Clearfield, PA 16830  
\* Phone: (814) 765-1704  
\* Fax: (814) 765-6959  
\*

\* **Other Counsel of Record:**  
\* Joseph P. Green, Esquire  
\* Lee, Green & Reiter, Inc.  
\* Supreme Court No. 19238  
\* 115 East High Street  
\* P.O. Box 179  
\* Bellefonte, PA 16823-0179  
\* Phone: (814) 355-4769  
\* Facsimile: (814) 355-5024

FILED 300  
01/30/2008 Atty Sughrue  
NOV 24 2008

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S  
William A. Shaw  
Prothonotary/Clerk of Courts  
BPA

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

JOHN L. MARSHALL and

STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

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\*

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vs.

No. 2006-00539-C.D.

SAM STANFORD, individually and

d/b/a STANFORD CONSTRUCTION  
Defendant

\*

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\*

\*

**PLAINTIFFS' REPLY TO NEW MATTER**

AND NOW, comes STEPHANIE J. MARSHALL, Plaintiff, by her Attorney, John Sughrue, and responds to New Matter filed in this case by the Defendant as follows:

43. Denied. On the contrary, Plaintiff and her deceased husband jointly sought a proposal and a price quotation for the performance of certain work from the Defendant. The fact that he was a friend caused Plaintiffs to submit to him the opportunity to submit a proposal which he agreed to do. The proposal and quotation was solicited from Defendant as a general contractor, the business in which he was engaged. The proposal was accepted by the Plaintiffs as set forth in the Complaint, all of which is incorporated herein by reference. Defendant quoted the job as a general contractor and undertook performance as a general contractor. Any work performed by Plaintiff's deceased husband or undertaken by Plaintiff was the direct result of an effort to induce Defendant to commence the job and to complete the job as he was obligated under the agreement. It is denied that Defendant was simply assisting the Plaintiffs in the installation of the roof. On the contrary, the facts are as set forth in the Complaint, all of which is incorporated herein by reference.

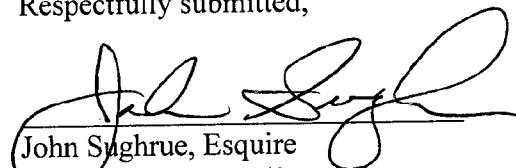
44. It is denied that the Defendant substantially performed any and all contractual obligations which were applicable to him. Certain items were not performed and certain items were performed in a defective manner or in a non-workmanlike manner, all of which is set forth in the Complaint and incorporated herein by reference.

45. Denied. The cost of the new roof is the proper measure damages in this case because the roof was installed in an improper and defective manner, thereby causing the loss of the new roof's total value. At the very least, the proper measure of damages would be the actual amount expended by the Plaintiffs for which they did not receive any value. Ultimately, the measure of damages is a question of law to which no further response is required.

46. Denied. The roof, as installed, was so defective in workmanship and function that it substantially diminished the value of the property. Installation of a new roof would cause the house to have no greater value than it would have had, absent Defendant's defective workmanship as set forth in the Complaint, all of which is incorporated herein by reference.

WHEREFORE, Plaintiffs respectfully move the Honorable Court to enter Judgment in her favor and against the Defendant in accordance with the Prayer of the original Complaint.

Respectfully submitted,

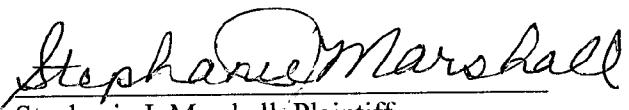


John Sughrue, Esquire  
Attorney for Plaintiffs

**VERIFICATION**

I, Stephanie J. Marshall, Plaintiff, verify that the statements made in this REPLY TO NEW MATTER are true and correct to the best of my knowledge, information and belief; and I understand that this statement is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: November 11, 2008

  
\_\_\_\_\_  
Stephanie J. Marshall, Plaintiff

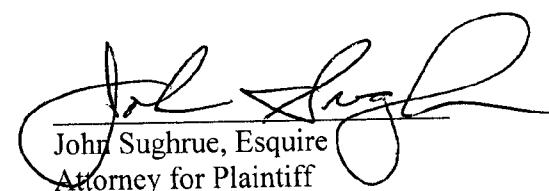
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on November 24, 2008, I caused a true and correct copy of the PLAINTIFFS' REPLY TO NEW MATTER to be served on the following and in the manner indicated below:

**By Facsimile and United States Mail, First Class, Postage Prepaid**  
**Addressed as Follows:**

Joseph P. Green, Esquire  
Lee, Green & Reiter, Inc.  
115 East High Street  
P.O. Box 179  
Bellefonte, PA 16823-0179  
Facsimile: (814)

Date: November 24, 2008



John Sughrue, Esquire  
Attorney for Plaintiff

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

JOHN L. MARSHALL and )  
STEPHANIE J. MARSHALL, his wife, ) : No. 2006-00539-C.D.  
Plaintiffs )  
vs. )  
SAM STANFORD i/d/b/a STANFORD )  
CONSTRUCTION, )  
Defendant )

FILED  
MTG: OLC/BD NO CC  
MAR 29 2010  
S William A. Shaw  
Prothonotary/Clerk of Courts

CIVIL TRIAL LISTING/CERTIFICATE OF READINESS

To the Prothonotary:

Arbitration Limit: \_\_\_\_\_  
Type Trial Requested:  Jury  Non-Jury  Arbitration  
Estimated Trial Time: 1 Day

Jury Demand Filed By: Defendant  
Date Jury Demand Filed: 10/18/08

Please place the above-captioned case on the trial list. I certify that all discovery in this 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.

Joseph P. Green  
Joseph P. Green, Esquire

3/26/10  
(Date)

For the Plaintiff: John Sughrue, Esq. 814-765-1704 (Telephone Number)

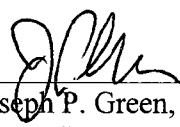
For the Defendant: Joseph P. Green, Esq. 814-355-4769 (Telephone Number)

Certification of Current Address for all parties or counsel of record:

John Sughrue, Esq., 225 East Market Street, Clearfield, PA 16830  
Joseph P. Green, Esq., 115 East High Street, PO Box 179, Bellefonte, PA 16823

LEE, GREEN & REITER, INC.

By:

  
Joseph P. Green, Esquire  
PA ID #19238  
Attorney for Defendant  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Civil Trial Listing/Certificate of Readiness was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 26 day of March, 2010 addressed to the following:

John Sughrue, Esq.  
225 East Market Street  
Clearfield, PA 16830



\_\_\_\_\_  
Joseph P. Green, Esquire

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

JOHN L. MARSHALL and :  
STEPHANIE J. MARSHALL his wife :  
HOSPITAL :  
: vs. : No. 2006-0539-CD  
: :  
SAM STANFORD i/d/b/a STANFORD :  
CONSTRUCTION :  
:

**ORDER**

AND NOW, this 30<sup>th</sup> day of March, 2010, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Wednesday, April 28, 2010 at 10:30 P.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, Jury Selection in this matter shall be and is hereby scheduled for July 22, 2010 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
PAUL E. CHERRY  
Judge

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ICC:70

010-26a BX MAR 31 2010

Attn: Sughrue  
Green

William A. Shaw  
Prothonotary/Clerk of Courts

(60)

**FILED**

**MAR 31 2010**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/31/10

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney \_\_\_\_\_ Other \_\_\_\_\_  
 Defendant(s)  Defendant(s) Attorney \_\_\_\_\_  
 Special Instructions: \_\_\_\_\_

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

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

JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
vs.	*
	No. 2006-00539-C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*
	*

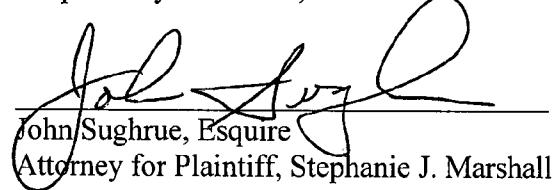
**MOTION TO STRIKE CASE FROM TRIAL LIST**  
**PURSUANT TO LOCAL RULE 212.2**

AND NOW, comes Plaintiff, STEPHANIE J. MARSHALL, by her Attorney, John Sughrue, and respectfully moves the Court to Strike the above captioned case from the Trial List and in accordance with C.C.L.R.C.P. No. 212.2(b) represents the following:

1. On or about March 29, 2010. Defense Counsel filed a Praecipe for Trial and Certificate of Readiness in the above captioned matter and Plaintiff's Counsel received a copy on the same date.
2. Defense Counsel has complied with subsection (a) of Rule 212.2.
3. The case was not previously listed for Trial.
4. The case should be stricken because (1) the Plaintiff is considering additional discovery prior to Trial; and (2) development of the case has been delayed because of the death of Plaintiff, John L. Marshall; and (3) an expert witness previously relied upon at the filing of the action may be unavailable; and an additional expert witness, Hess & Fisher, P.E., has been retained and Plaintiff is awaiting their report.

**WHEREFORE**, Plaintiff by her Attorney respectfully moves the Honorable Court to Strike the Case from the List, establish a period of 90 days for additional discovery and place the case on the Court's next Trial List. Further, issue a Rule to Show Cause why the Prayer of this Motion should not be granted.

Respectfully submitted,



John Sughrue, Esquire  
Attorney for Plaintiff, Stephanie J. Marshall

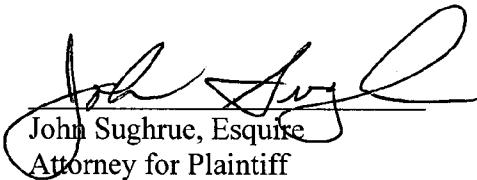
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on April 1, 2010, I caused a true and correct copy of  
MOTION TO STRIKE CASE FROM TRIAL LIST PURSUANT TO LOCAL RULE 212.2 to  
be served on the following and in the manner indicated below:

**By United States Mail, First Class, Postage Prepaid**  
**Addressed as Follows:**

Joseph P. Green, Esquire  
Lee, Green & Reiter, Inc.  
115 East High Street  
P.O. Box 179  
Bellefonte, PA 16823-0179

Date: April 1, 2010



John Sughrue, Esquire  
Attorney for Plaintiff

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

JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
vs.	*
	No. 2006-00539-C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*
	*

**ORDER**

**AND NOW**, to wit: this \_\_\_\_ day of April, 2010, upon consideration of Plaintiff's MOTION TO STRIKE CASE FROM TRIAL LIST PURSUANT TO LOCAL RULE 212.2, it appearing that the case was not previously listed, it is ORDERED that the case is Stricken from the current Trial List and the Court Administrator is directed to schedule it on the next regularly scheduled Trial List.

BY THE COURT:

\_\_\_\_\_  
Judge

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

JOHN L. MARSHALL and  
STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

vs.

SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION  
Defendant

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No. 2006-00539-C.D.

**ORDER**

AND NOW, to wit: this 6<sup>th</sup> day of April, 2010, upon consideration of Plaintiff's MOTION TO STRIKE CASE FROM TRIAL LIST PURSUANT TO LOCAL RULE 212.2, a Rule is hereby issued upon Defendant, Sam Stanford d/b/a Stanford Construction, to show cause why the moving party is not entitled to the relief requested;

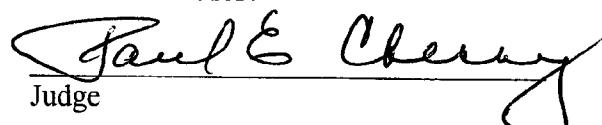
The Respondent shall file an ANSWER to the Motion within 15 days of this date;

ARGUMENT shall be held on the 28<sup>th</sup> day of April, 2010, in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania; and at 10:30 AM.

The Motion shall be decided under Pa.R.C.P. 206.7;

NOTICE of the entry of this Order shall be provided to all parties by the moving party.

BY THE COURT:

  
Judge

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S Atty Seighree  
William A. Shaw  
Prothonotary/Clerk of Courts  
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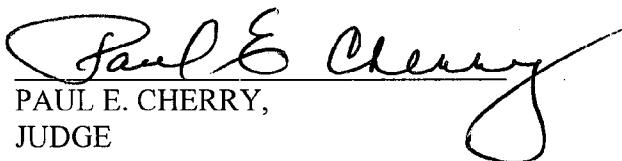
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JOHN L. MARSHALL and : NO. 2006-539-CD  
STEPHANIE J. MARSHALL, his wife, :  
Plaintiffs :  
: :  
V. :  
: :  
SAM STANFORD, individually and :  
d/b/a STANFORD CONSTRUCTION, :  
Defendant : :  
:

ORDER

AND NOW, this 28<sup>th</sup> day of April, 2010, following Pre-Trial Conference, it appearing to the Court that this matter should be referred to Arbitration, it is the ORDER of this Court that Arbitration shall be scheduled for two (2) days during the month of October, 2010.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

FILED  
APR 29 2010  
Suffrage  
Green  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

**FILED**

APR 29 2010

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4/29/10

✓ You are responsible for serving all appropriate parties.

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

✓ Plaintiff(s) ✓ Plaintiff(s) Attorney        Other

       Defendant(s) ✓ Defendant(s) Attorney

       Special Instructions:

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

JOHN L. MARSHALL and )  
STEPHANIE J. MARSHALL, his wife, ) : No. 2006-00539-C.D.  
Plaintiffs )  
vs. )  
SAM STANFORD i/d/b/a STANFORD )  
CONSTRUCTION, )  
Defendant )

FILED

MAY 27 2010  
011-05/w  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CENTS TO ATT

**STIPULATED ORDER RELATING TO DISCOVERY –  
PROPERTY INSPECTION**

AND NOW, this 27<sup>th</sup> day of May, 2010, upon the agreement and consent of counsel, the following is hereby ORDERED AND DECREED:

- Plaintiff Stephanie J. Marshall shall reasonably cooperate with defense counsel, and the defense engineering expert to permit inspection, access, and observation of the roof removal and related work which is to be performed at the plaintiff's premises on May 29, 2010, during the morning hours.
- Defense counsel and the defense expert shall be permitted reasonable access and use of a ladder on site to gain access to the work area provided that they execute a

Joseph P. Green, Esquire  
Attorney for Defendant

  
John Sughrue, Esquire  
Attorney for Plaintiff

APPROVED - BY THE COURT:

Paul E. Cheung  
JUDGE

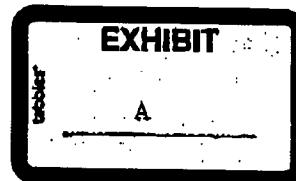
**RELEASE**

In consideration of entry and access to the Stephanie Marshall premises and structures, including roofs, the undersigned, Joseph Green and Robert Davis, hereby release and discharge the Plaintiff, Stephanie Marshall, and her roofing contractor, including agents, or employees, of and from any and all claims for injuries and/or damages occurring on the premises of Stephanie Marshall or from the use of equipment, including ladders located on said premises, whether the same be personal injury or property damage, in connection with or related activities associated with the inspection to be held at Plaintiff's real estate on Saturday, May 29, 2010, which is the subject of the civil action filed to No. 2006-00539 of the Clearfield County Court of Common Pleas.

INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned execute this  
Release the \_\_\_\_\_ day of May, 2010.

\_\_\_\_\_  
Joseph Green, Esquire

\_\_\_\_\_  
Robert Davis, P.E.



CA

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

JOHN L. MARSHALL and  
STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

vs.

SAM STANFORD i/d/b/a STANFORD  
CONSTRUCTION,  
Defendant

)  
: No. 2006-00539-C.D.  
)  
:  
: Type of Case: Civil Action  
:  
: Type of Pleading Filed:  
: Unopposed Motion to Continue Arbitration  
:) Hearing  
:  
: Filed on behalf of: Defendant  
:  
: Filed By:  
: Joseph P. Green, Esquire  
:) PA ID #19238  
: LEE, GREEN & REITER, INC.  
:) 115 East High Street  
: PO Box 179  
:) Bellefonte, PA 16823  
: 814-355-4769  
:  
:  
:

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S AUG 17 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

JOHN L. MARSHALL and	)	
STEPHANIE J. MARSHALL, his wife,	:	No. 2006-00539-C.D.
Plaintiffs	)	
	:	
vs.	)	
	:	
SAM STANFORD i/d/b/a STANFORD	)	
CONSTRUCTION,	:	
Defendant	)	

**DEFENDANT'S UNOPPOSED MOTION TO CONTINUE**  
**ARBITRATION HEARING**

Defendant Stanford hereby moves for a continuance of the arbitration date in the above-referenced action.

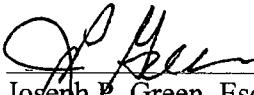
1. The instant claim involves a legal controversy associated with the installation of a roof at a residential property. It had been previously ordered that an arbitration hearing would be held in October 2010. The Clearfield County Court Administrator's Office has been diligently attempting to schedule that hearing.
2. On August 16, 2010, the undersigned counsel learned from his client that the month of October is not available due to the fact that Mr. Stanford had made previous arrangements and expenditures relating to an elk hunt in the State of Colorado.
3. Apparently the above activity involves a considerable amount of travel and hunting time and will, in fact, consume the entire month. In addition, a great deal of expense has been incurred as well as related planning which cannot be altered at this time.

4. It is the desire of defense counsel to move the arbitration to a later date and to coordinate with plaintiff's counsel, John Sughrue, Esquire, the schedules of various parties and witnesses in order to select a convenient date for a rescheduled hearing.

5. The undersigned represents that he has discussed the instant motion with Attorney Sughrue who does not object to the requested continuance.

WHEREFORE, it is respectfully requested that the arbitration hearing be continued in accordance with the attached proposed Order.

LEE, GREEN & REITER, INC.

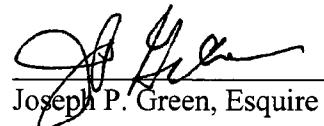
By: 

Joseph P. Green, Esquire  
PAID #19238  
Attorney for Defendant  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Defendant's Unopposed Motion to Continue Arbitration Hearing was deposited in the United States mail, postage prepaid, in Bellefonte, Pennsylvania, on the 16<sup>th</sup> day of August, 2010 addressed to the following:

John Sughrue, Esq.  
225 East Market Street  
Clearfield, PA 16830

  
\_\_\_\_\_  
Joseph P. Green, Esquire

CA

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

JOHN L. MARSHALL and  
STEPHANIE J. MARSHALL  
Plaintiff

vs. : No. 2006-0539-CD

SAM STANFORD i/d/b/a  
STANFORD CONSTRUCTION  
Defendant

**ORDER**

NOW, this 23 day of August, 2010, it is the ORDER of the Court that the above-captioned matter, previously scheduled for Arbitration on October 14 and 15, 2010 is hereby CANCELED due to the filing of an Unopposed Motion for Continuance by Defendant's counsel, on August 17, 2010.

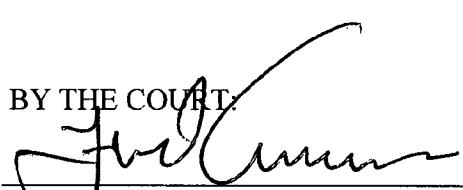
Arbitration of the above-captioned matter has been re-scheduled for Thursday, December 2 and Friday, December 3, 2010 beginning at 9:00 A.M in Hearing Room 3.

A new board of Arbiters will be appointed.

FILED 3CC  
0124631 CA  
S AUG 23 2010

William A. Shaw  
Prothonotary/Clerk of Courts

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

AUG 23 2010

William A. Straw  
Prothonotary/Clerk of Courts

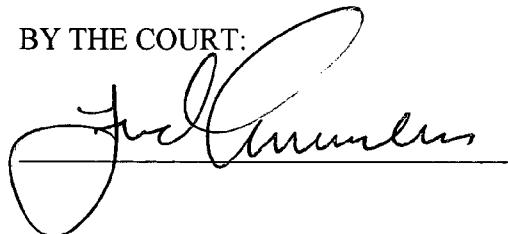
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

JOHN L. MARSHALL and )  
STEPHANIE J. MARSHALL, his wife, : No. 2006-00539-C.D.  
Plaintiffs )  
: )  
vs. )  
: )  
SAM STANFORD i/d/b/a STANFORD )  
CONSTRUCTION, :  
Defendant )

**ORDER**

AND NOW, this 18 day of August, 2010, upon consideration of the attached Defendant's Unopposed Motion to Continue Arbitration Hearing, it is hereby ordered and decreed that the arbitration hearing actually scheduled (or to be scheduled) during the month of October, 2010, be continued. It is further ordered that counsel for the parties coordinate an alternate date relative to the availability of their clients, as well as witnesses (including experts), and that they then work with the Court Administrator in order to reschedule the matter for an acceptable date.

BY THE COURT:



S **FILED** *01-04-2011* *Atty*  
*AUG 24 2011* *Green*  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

AUG 24 2010

William A. Straw  
Prothonotary/Clerk of Courts

DATE: 8/24/10

I am responsible for serving all appropriate parties.  
 The Prothonotary's office has provided service to the following parties:  
 Plaintiff(s)  Plaintiff(s) Attorney  Other  
 Defendant(s)  Defendant(s) Attorney  Other  
 Special Inspectors

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

JOHN L. MARSHALL and :  
STEPHANIE J. MARSHALL :  
vs. : No. 2006-0539-CD  
SAM STANFORD, individually and d/b/a :  
STANFORD CONSTRUCTION :

**O R D E R**

NOW, this 1<sup>st</sup> day of November, 2010, it is the ORDER of the Court  
that the above-captioned matter is scheduled for a two day Arbitration on Thursday,  
December 2 and Friday, December 3, 2010 beginning each day at 9:00 A.M. in  
Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.  
The following have been appointed as Arbitrators:

Paula M. Cherry, Chairman

Robin J. Foor, Esquire

Michael S. Marshall, 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  
in enclosed as well as a copy of said Local Rule of Court.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

S-  
**FILED**  
01/05/2010 5:00 PM  
01 2010 CLA  
100  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

John L. Marshall and Stephanie J. Marshall

vs.

Sam Stanford indiv. and d/b/a Stanford Construction

No. 2006-00539-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 2nd day of December, 2010, 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.

Paula M. Cherry, Esq.

*Paula M. Cherry*  
Chairperson  
*RJF*  
*MSM*

Robin J. Foor, Esq.

Michael S. Marshall, Esq.

Sworn to and subscribed before me this  
December 2, 2010

*William A. Shaw*  
Prothonotary

**FILED**

03/24/11  
MAR 3 1 2011

*WAS*  
William A. Shaw  
Prothonotary/Clerk of Courts  
Notice to Attys  
Green and Sughrue 3/31/11

**AWARD OF ARBITRATORS**

Now, this 31<sup>st</sup> day of March, 2011, 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:

*Judgment for Plaintiff in the Amount of  
\$10,218.23 <sup>Total</sup><sub>Court Costs & Legal Rate of Interest from  
DATE of Award.</sub>*

*Paula M. Cherry*  
Chairman  
*RJF*  
*MSM*

(Continue if needed on reverse.)

**ENTRY OF AWARD**

Now, this 31<sup>st</sup> day of March, 2011, 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 \_\_\_\_\_

**COPY**

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

John L. Marshall and  
Stephanie J. Marshall

Vs. : No. 2006-00539-CD

Sam Stanford indiv. and  
d/b/a Stanford Construction

NOTICE OF AWARD

TO: Joseph P. Green, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 31, 2011, and have awarded:

Judgment for plaintiff in the amount of \$10,218.23 together with court costs and legal rate of interest from date of award.



\_\_\_\_\_  
William A. Shaw, Prothonotary

March 31, 2011

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on March 31, 2011, at 3:23 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$3,300.00.

**COPY**

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

John L. Marshall and  
Stephanie J. Marshall

Vs. : No. 2006-00539-CD

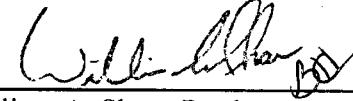
Sam Stanford indiv. and  
d/b/a Stanford Construction

**NOTICE OF AWARD**

TO: John Sugrue, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 31, 2011, and have awarded:

Judgment for plaintiff in the amount of \$10,218.23 together with court costs and legal rate of interest from date of award.



\_\_\_\_\_  
William A. Shaw, Prothonotary

March 31, 2011

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on March 31, 2011, at 3:23 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$3,300.00.

3cc Atty  
Sughrue  
FILED  
12:25pm  
MAY 19 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

JOHN L. MARSHALL and

STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

vs.

SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION  
Defendant

\*

\* No. 2006-00539-C.D.

\*

\* **Type of Case:** Civil Action

\*

\* **Type of Pleading:** PRAECIPE TO SATISFY  
\* IN FULL AND DISCONTINUE

\*

\* **Filed on Behalf of:** Plaintiffs

\*

\* **Counsel of Record for this Party:**

\* John Sughrue, Esquire  
\* Supreme Court No. 01037  
\* 225 East Market Street  
\* Clearfield, PA 16830  
\* Phone: (814) 765-1704  
\* Fax: (814) 765-6959

\*

\* **Other Counsel of Record:**

\* Joseph P. Green, Esquire  
\* Lee, Green & Reiter, Inc.  
\* Supreme Court No. 19238  
\* 115 East High Street  
\* P.O. Box 179  
\* Bellefonte, PA 16823-0179  
\* Phone: (814) 355-4769  
\* Facsimile: (814) 355-5024

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

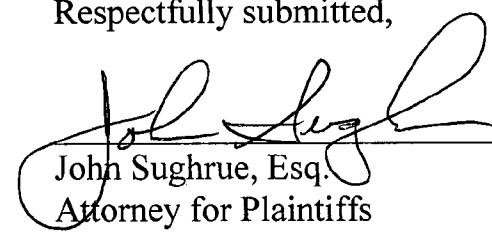
JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
vs.	*
	No. 2006-00539-C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*
	*

**PRAECIPE TO SATISFY IN FULL AND DISCONTINUE**

TO WILLIAM A. SHAW, PROTHONOTARY.

Kindly mark the award entered in the above captioned action paid and satisfied in full, and mark the above action discontinued, terminated and ended, with prejudice, each party to pay their own costs.

Respectfully submitted,



John Sughrue, Esq.  
Attorney for Plaintiffs

DATE: May 19, 2011

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

JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
vs.	*
	No. 2006-00539-C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*

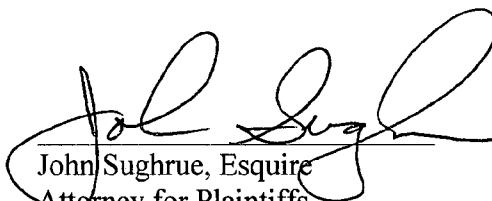
**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on May 19, 2011, I caused a true and correct copy of PRAECIPE TO SATISFY IN FULL AND DISCONTINUE filed in the above captioned matter to be served on the following and in the manner indicated below:

**By United States Mail, First Class, Postage Prepaid**  
**Addressed as Follows:**

Joseph P. Green, Esquire  
Lee, Green & Reiter, Inc.  
115 East High Street  
P.O. Box 179  
Bellefonte, PA 16823-0179

Date: May 19, 2011



John Sughrue, Esquire  
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

**John L. Marshall**  
**Stephanie J. Marshall**

Vs. No. 2006-00539-CD  
**Sam Stanford**  
**Stanford Construction**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on May 19, 2011, marked:

Discontinued, Terminated and Ended, with Prejudice

Record costs in the sum of \$85.00 for Writ of Summons have been paid in full by John Sughrue, Esq..

Record costs in the sum of \$108.49 for Sheriff Costs paid by John Sughrue, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 19th day of May A.D. 2011.

---

William A. Shaw, Prothonotary

*Arbitration*  
Dec 2 & 3, 2011

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

JOHN L. MARSHALL and  
STEPHANIE J. MARSHALL, his wife,  
Plaintiffs

vs.

SAM STANFORD, individually and  
d/b/a STANFORD CONSTRUCTION  
Defendant

\*  
\*  
\*  
\*  
\*  
\* No. 2006-00539-C.D.  
\*

\* **Type of Case:** Civil Action  
\*  
\* **Type of Pleading:** Arbitration Pre-Trial  
\* Statement Pursuant to Local Rule 1306A  
\*

\* **Filed on Behalf of:** Plaintiff

\* **Counsel of Record for this Party:**  
\* John Sughrue, Esquire  
\* Supreme Court No. 01037  
\* 225 East Market Street  
\* Clearfield, PA 16830  
\* Phone: (814) 765-1704  
\* Fax: (814) 765-6959  
\*

\* **Other Counsel of Record:**  
\* Joseph P. Green, Esquire  
\* Lee, Green & Reiter, Inc.  
\* Supreme Court No. 19238  
\* 115 East High Street  
\* P.O. Box 179  
\* Bellefonte, PA 16823-0179  
\* Phone: (814) 355-4769  
\* Facsimile: (814) 355-5024

RECEIVED

NOV 24 2010

Court Administrator's  
Office

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

JOHN L. MARSHALL and	*
STEPHANIE J. MARSHALL, his wife,	*
Plaintiffs	*
	*
	*
vs.	*
	No. 2006-00539-C.D.
	*
SAM STANFORD, individually and	*
d/b/a STANFORD CONSTRUCTION	*
Defendant	*
	*
	*

**ARBITRATION PRE-TRIAL STATEMENT PURSUANT TO LOCAL RULE 1306A**

AND NOW, comes Plaintiff, STEPHANIE J. MARSHALL, individually and as Executor of the Estate of John L. Marshall, and represents the following Pre-Trial Statement:

**I. General Background:**

Plaintiff previously filed a Pre-Trial Statement at the time of a Pre-Trial Conference before the Honorable Paul Cherry, Judge of this Court. That Pre-Trial Statement is incorporated herein by reference and has been previously provided to the Arbitrators.

**II. Supplemental Pre-Trial Statement:**

1. Plaintiffs add to their witness list the following rebuttal witnesses:

A. Michael and Ginger Bakaysa, P.O. Box 55, Westover, PA, 16692;

B. Daniel Rorabaugh, 8326 Ridge Road, Mahaffey, PA 15757.

One or more of these witnesses may be called with respect to Defendant's reputation in the community for workmanship. In the case of the Bakaysas, they may testify with respect to Defendant's work and workmanship on a roof at their residence.

2. Plaintiffs' supplement their exhibit list as follows:

A. Stanford Construction's estimate dated February 11, 2002 provided to Defense Counsel under letter of November 3, 2010, with hand written comments on second page, **copies attached;**

B. Receipts for material purchased and utilized to replace the roof in Summer of 2010 for a total of \$10,848.41 (too voluminous to attach);

C. Time records for labor expended and paid for replacement of roof in Summer of 2010 in the amount of \$9,693.25. Note: Time records include hourly rates paid roofing crew, including Ward Houser, Sam Pearce, Ryan Pearce, Dale Pearce, Justin Houser, Jeremy Houser, Timothy McCracken, Nathan Troupe and Cameron Troupe. This information and the hourly rates were provided to Defense Counsel under letter of November 3, 2010;

D. A spreadsheet itemizing and summarizing the foregoing two exhibits and supporting the receipts and funds expended;

E. Various photographs of the house and roof appended to Engineer Morris' report, attached to the Complaint and previously provided Defense;

F. Various photographs of the house and roof and interior of the house taken during 2004 and 2005, previously provided to Defense for inspection and review;

G. Various photographs of house and roof taken May-June 2010 in the course of removal and replacement of the roof. Duplicate copies provided to Defense with the filing of this Pre-Trial Statement;

H. Samples of roof nails removed from the porch roof and main house roof in the course of removing the Stanford roof and replacing it with a new roof in May-June of 2010. Samples provided to Defense Counsel with the filing of this Pre-Trial Statement;

I. Letter dated November 3, 2004 to Defendant from Plaintiffs, sent certified mail, return receipt requested, together with certified mail envelope returned marked unclaimed, **copies attached;**

J. A copy of Erie Insurance Group letter dated July 29, 2004 to Plaintiffs with respect to their claim for water damage repair, **copy attached;**

K. Copies of the following checks from Marshall paid on account of the contract work:

1. June 1, 2002 to Stanford Construction for \$5,000.00, **copy attached;**
2. August 28, 2002 to the Long Barn (for the roofing shingles) in the amount of \$3,818.23, **copy attached;**
3. September 5, 2002 to Stanford Construction in the amount of \$10,000.00, **copy attached;**
4. October 10, 2010 payable to Stanford Construction in the amount of \$7,539.09, **copy attached;**

L. Final statement of Stanford Construction dated October 3, 2002 indicating a balance due of \$7,539.09 together with a second sheet prepared by Sam Stanford indicating the computation and other comments, **copies attached;**

M. Ward D. Houser estimate dated September 1, 2004 for costs of repairing master bedroom ceiling as a result of water damages (material and labor) in the amount of \$820.00, **copy attached;**

N. Owens-Corning installation instructions for Oak Ridge Pro Series laminate shingles commonly referred to as architectural shingles consisting of four pages, **copy attached;**

O. John M. Bracken, Building Contractor, estimate of September 9, 2004 for repair of damages in the amount of \$14,944.31, **copy attached**;

P. Manor Roofing estimate dated August 28, 2004 for repair of damages in the amount of \$16,200.00, **copy attached**;

Q. John M. Bracken, Building Contractor, estimate dated April 3, 2008 for repair of damages in the amount of \$18,352.95, **copy attached**.

**III. Legal Citations:**

There are no extraordinary issues of contract law or warranty law. Plaintiffs' theory of legal liability is as set forth in the Complaint, specifically, breach of the express contract, breach of implied warranty of workmanship and fitness based primarily on the improper installation of the roof shingles, flashing and fasteners (nails or staples), as more fully set forth in the Complaint.

**IV. Statement of Damages:**

It is Plaintiffs' position that the installation of the roof was so defective (the house sustained consistent water leakage at various points disbursed throughout the house; the roof shingles literally slid off the roof or blew off the roof and the misaligned shingles were aesthetically unpleasing) to such an extent that there was no reasonable way to make permanent repairs in a proper manner. The only method of curing the defective roof and the damages resulting was the total removal and replacement of the roof properly installed. This was done in May-June 2010. The expense of that replacement is referenced above and will be presented at trial through the testimony of Ward Houser, the carpenter who replaced the roof.

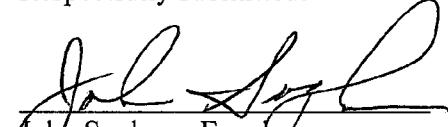
**V. General Comment:**

Plaintiff Counsel incorporates the contents of his prior letter to the Board of Arbitration with respect to the agreement of Counsel generally. Plaintiff Counsel agrees with Defense Counsel's comments. Inspection of the premises and discovery material have been amicably resolved and

exchanged. Counsel have worked to streamline the case and expects photographs, estimates, receipts, checks, and similar documentary evidence to be admitted without direct testimony. Defense Counsel has been given access to the property and roof on at least two occasions for inspection, photographing and the like, including with the old roof on and during the course of the removal of the old roof and the placement of the new roof. All photographs have been made available for inspection at the offices of Plaintiffs' Counsel. All known written documents, bills, receipts, expert reports, etc. have been provided except that Plaintiff Counsel has only advised Defendant of the costs of replacement of the roof in total sums, including materials and labor. The receipts, which are voluminous, are with Plaintiff Counsel for inspection and are too voluminous to reasonably attach to the Pre-Trial Statement. A spreadsheet specifying and summarizing each material invoice and individual labor paid will be provided to Defense Counsel prior to hearing on this matter and offered at the hearing to simplify documentation.

The original receipts and time records were made available to Defense Counsel for inspection and copying as he chose by letter dated November 3, 2010.

Respectfully submitted:



John Sughrue, Esquire  
Attorney for Plaintiff, Stephanie J. Marshall

# Stanford Construction



P.O. Box 45 Burnside, Pa 15721  
Phone (814) 845-2298 Fax (814) 845-2422

February 11, 2002

John and Stephanie Marshall  
Mahaffey, PA  
277-6443

Estimate:

45 square architectural 50 year.

1 1/3 square for caps.

1 square for starters.

5 rolls of ice guards.

20 capable ridge Omni.

Felt paper and white drip edge.

Dumpster.

Total:

\$ 8,765.00

4 gables.

White siding.

White soffit/fascia.

Center dormer/ round shake ginger bread, with soffit/fascia.

Total materials and labor:

\$2,000.00

Windows:

4 36 1/2x45 3/4 D-Hung

Dominion replacement - Low-E

1/2 screens, white vinyl.

2 52w x 33" picture/awning.

Split 2 with Low-E and white vinyl.

Total labor and materials:

\$2,387.33

Bathroom:

1 cherry vanity 40x20x30H

2 doors

3 drawers

Total:

\$450.00

3 sets of raised panel cherry doors for the china closet.

Total:

\$400.00

14102

1. China Doors 6 sets  
2 sets on each.
2. Awning Windows  
2 double  $52 \times 16 \frac{1}{2}$   
 $52 \times 16 \frac{1}{2}$  Both Open.
3. 4 Hung - Easy Cleaning - tilt in
4. Center dormer - Window?
5. Bathroom Mirrored Medicine?  
"Towel Cupboard above toilet
6. Back Porch: Shingles, Non Gable Roof  
(at least  
 $30 \times 16$ ) Pressure Treated 2x6 (floor)  
6x6 turned post.  
Hand rail - banister 2x2 turned  
pickets.

6x12. 1356

November 3, 2004

Stanford Construction  
Sam Stanford  
PO Box 457309 Main Street Route 219  
Burnside PA 15721  
814-845-2298

Dear Sam:

At the advice of our attorney, it has been recommended that we inform you of our insurance company's engineer's findings regarding the roof that was installed by your company. This is to give you and your insurance company the opportunity to respond to this matter (The report is enclosed for you to review). If necessary we will proceed further with this matter legally.

We are asking to be fully compensated for the upcoming replacement cost of the entire roof and ceiling in the master bedroom and any future damages that may occur until the roof is replaced (Copies of bids are enclosed).

Should your insurance company need to contact us they may call 814-590-9469. We would like to resolve this matter. A response would be appreciated within 30 days of your receiving this letter.

Sincerely,

*John L. Marshall*  
*Stephanie J. Marshall*

John L. & Stephanie J. Marshall  
125 Jack's Lane  
Mahaffey PA 15757  
814-590-9469 (7-4)

cc: Kim C. Kesner

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

**CERTIFIED MAIL™**

195 Jackson  
Mahaffey PA  
15757

7002 3150 0000 7467 8725



U.S. POSTAGE  
PAID  
CLYMER, PA  
NOV 15 2004  
AMOUNT  
\$6.49  
00065-29-05

UNCLAIMED

STANFORD CONSTRUCTION  
CAN STANFORD  
PO BOX 100  
PO Box 100  
Clymer PA 15728-0100  
15728-0100

11-30-04  
11-13-04  
11-20-04



## ERIE INSURANCE GROUP

Branch Office • 3410 West 12th Street • Erie, Pennsylvania 16505 • (814) 451-5000  
Toll Free 1-877-771-3743 • Fax (814) 451-5060 • [www.erieinsurance.com](http://www.erieinsurance.com)

JAMES J. WITKOWSKY, CPCU, AIC, AIM  
Claims Manager

July 29, 2004

John L. Marshall  
& Stephanie J. Marshall  
125 Jack's Lane  
Mahaffey, PA 15757

Re: ERIE Claim #010110514789  
Date of Loss: 4/12/04

Dear Mr. and Mrs. Marshall:

A copy of the inspection report of L. John Morris, P.E., Consulting Engineer was previously submitted to you for your review. You had submitted a claim for shingles that were leaking and causing water damage to the interior of your home as a result of an apparent faulty construction or laminate shingles. Mr. Morris concluded that in his professional opinion, the installation of the laminate shingles on your roof was due to incorrect installation and the installation did not meet the manufacturer's recommendations. His findings were consistent with the apparent findings that you and I made on our previous discussions and inspections. It is apparent that the contractor who installed your shingles performed an inadequate job.

Unfortunately, these conclusions result in a no coverage situation for you under your Extracover HomeProtector Policy (Ed. 02/01) for any claim for leaking shingles and interior water damage. In your Extracover HomeProtector Policy, under:

### PERILS WE INSURE AGAINST - DWELLING AND OTHER STRUCTURES COVERAGES

We do not pay for loss:

- ✓ 6. Caused by weather conditions if any peril excluded by this policy contributes to the loss in any way.
- ✓ 8. caused by, resulting from, contributed to or aggravated by faulty or inadequate
  - a. planning, zoning, development;
  - b. design, development of specifications, workmanship, construction;
  - c. materials used in construction; or
  - d. maintenance;

of property whether on or off the residence premises by any person, group, organization, or governmental body.

Based on these exclusions, we cannot offer you payment for any of the damages resulting from the apparent faulty construction job done when your shingles were installed.

If you care to discuss this with me further, you can reach me at (814) 938-4958.

Sincerely,

Donald B. Armstrong  
Claims Adjuster  
Erie Branch Claims

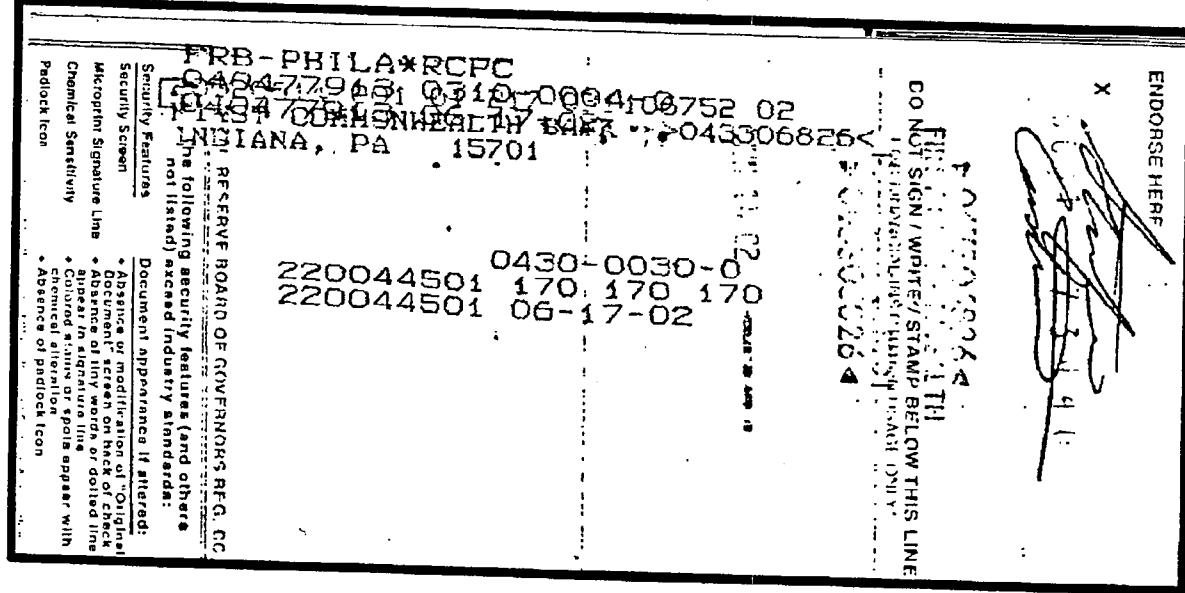
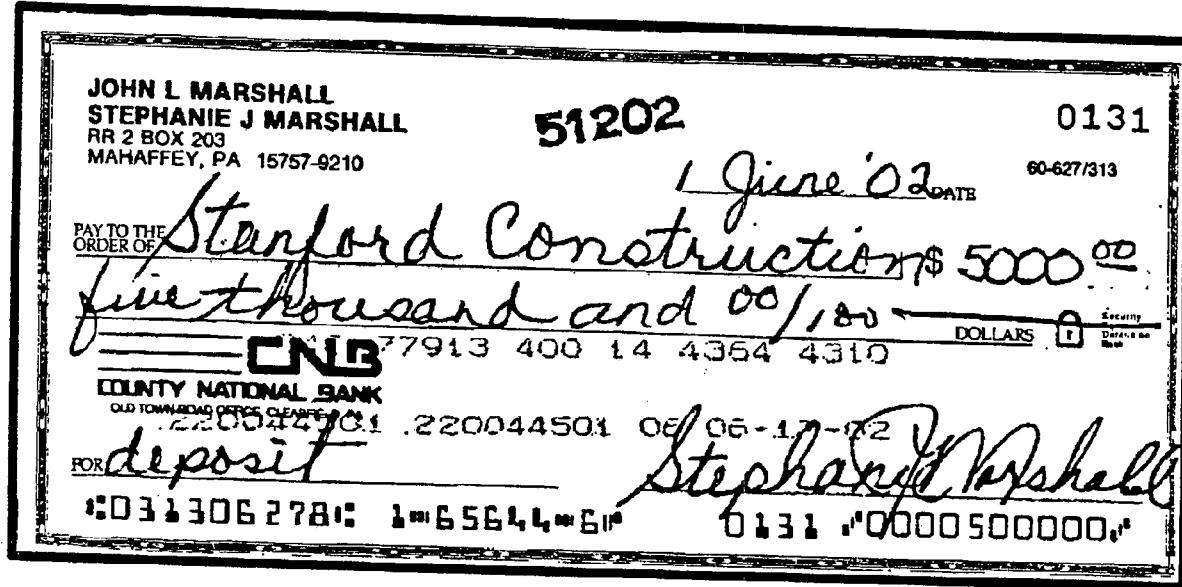
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941994\_1

Current Date: April 27, 2007

Account Number: 1656446  
Posted Date: June 17, 2002  
Amount: \$5,000.00

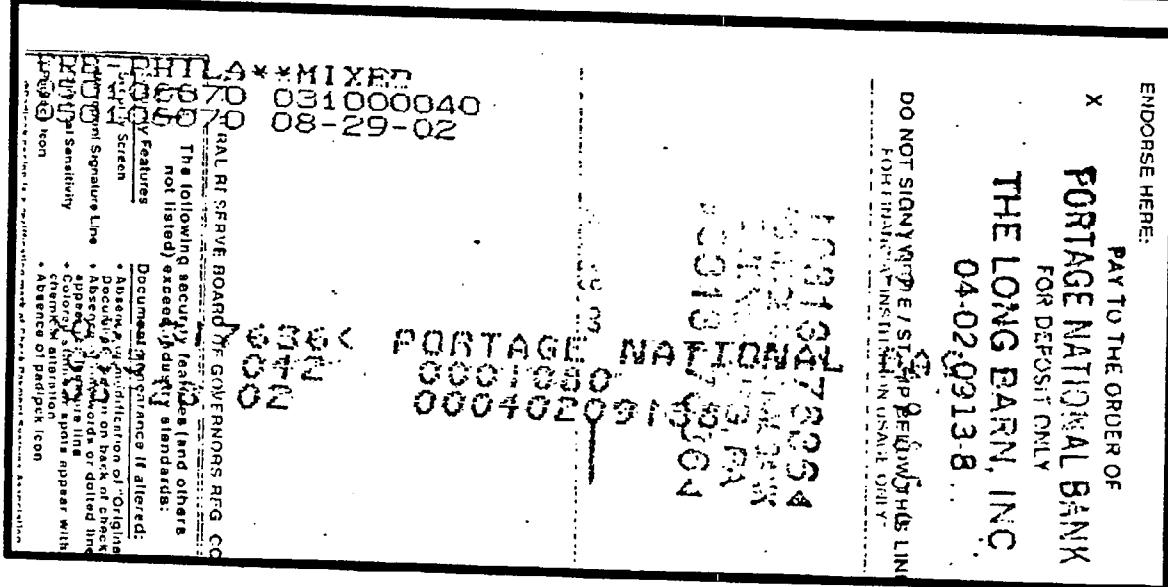
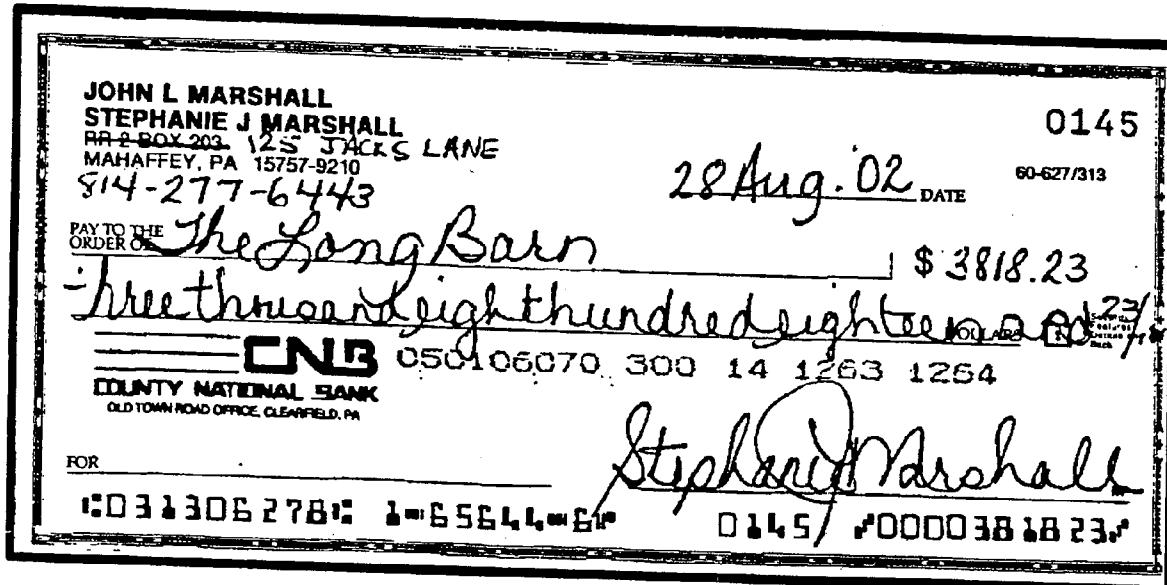
JOHN L MARSHALL  
STEPHANIE J MARSHALL  
125 JACKS LN  
MAHAFFEY PA 15757-8507



Current Date: April 27, 2007

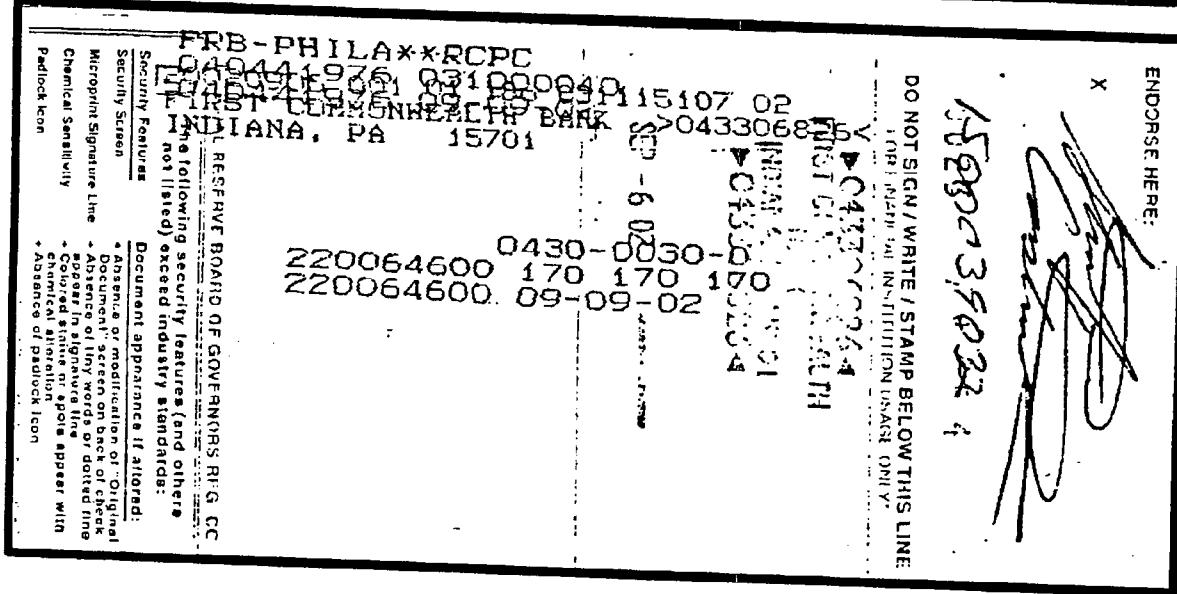
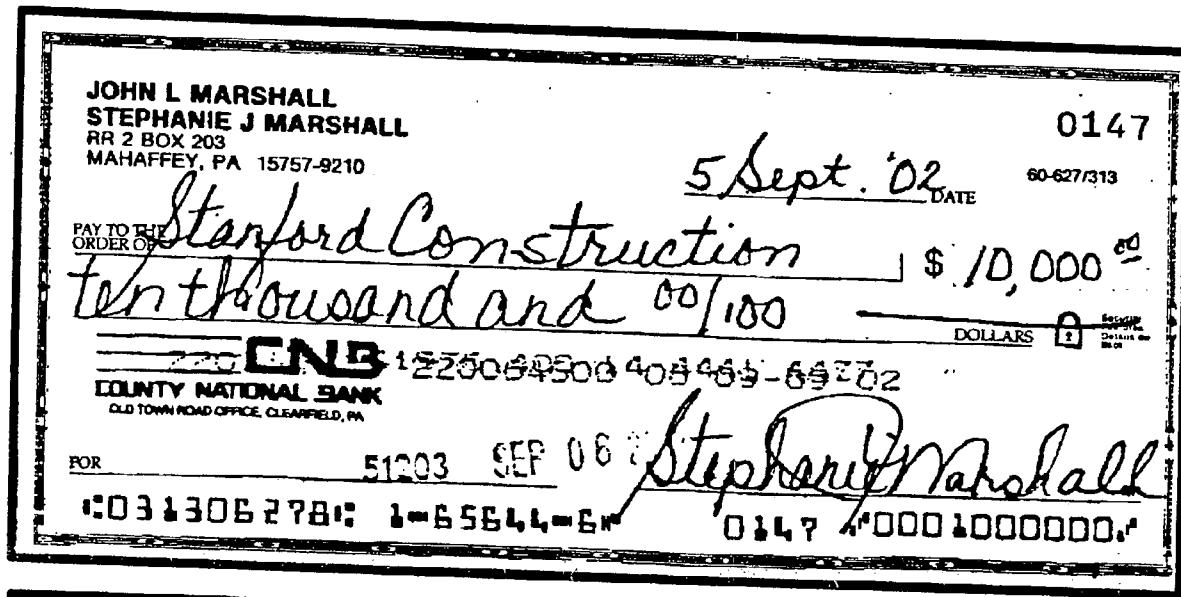
Account Number: 1656446  
Posted Date: August 29, 2002  
Amount: \$3,818.23

JOHN L MARSHALL  
STEPHANIE J MARSHALL  
125 JACKS LN  
MAHAFFEY PA 15757-8507



Current Date: April 27, 2007  
Account Number: 1656446  
Posted Date: September 09, 2002  
Amount: \$10,000.00

JOHN L MARSHALL  
STEPHANIE J MARSHALL  
125 JACKS LN  
MAHAFFEY PA 15757-8507



Current Date: April 27, 2007

Account Number: 1533215  
Posted Date: October 15, 2002  
Amount: \$7,539.09

MARSHALL EXCAVATING & LOGGING  
125 JACKS LN  
MAHAFFEY PA 15757-8507

<b>JOHN L. MARSHALL</b> <b>DBA MARSHALL EXCAVATING &amp; LOGGING</b> <b>RD 2, BOX 203</b> <b>MAHAFFEY, PA 15757</b> <b>(814) 277-6443</b>		<b>COUNTY NATIONAL BANK</b> <b>CLEARFIELD, PA</b> <b>60-6277313</b>	<b>4876</b>  <u>10 Oct. 02</u>
<b>PAY TO THE ORDER OF</b> <u>Stanford Construction</u> <u>730173557 400 14 4582 45</u> <u>\$27539.09</u> <u>Seven thousand five hundred thirty nine and 09/100</u> <u>DOLLARS</u> <small>Security Features Reversed Details on back</small>			
<u>230173557 230173557 06 10-15-02</u> <u>Stanford Marshall</u> <u>004876 0313062781 15332151</u> <u>0000753909</u>			

# STANFORD CONSTRUCTION

P.O. Box 45  
 BURNSIDE, PA 15721  
 (814) 845-2298 (814) 938-5317

NAME		John & Stephanie Marshall					
ADDRESS		Mahaffey P.P.					
		PH. NO.		DATE			
		217-6443		10/13/62			
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE. RETD.	PAID OUT	LAYAWAY
QTY.	DESCRIPTION				PRICE	AMOUNT	
	Roof				4400	00	
	Gables				2000	00	
	Deck				12	869.44	
	Window's				2	909.65	
	Gutter				360	00	
					22	539.09	
	payments				15	000	
					7	539.09	
Estimates Are Subject To Change						TAX	
RECEIVED BY						TOTAL	

No. 0001453

ALL CLAIMS AND RETURNED GOODS  
 MUST BE ACCOMPANIED BY THIS BILL.

GP-153-2  
 PRINTED IN U.S.A.

Thank You

Roof  
Gables

4,400  $\frac{\text{sq ft}}{\text{sq ft}}$

Deck

2,000  $\frac{\text{sq ft}}{\text{sq ft}}$

windows

12, 869.44

2, 909.65

22, 179.09

360.  $\frac{\text{sq ft}}{\text{sq ft}}$

22,539.09

15, 000  $\frac{\text{sq ft}}{\text{sq ft}}$

7, 539.09

Gutter -

Extras

no charge.

- 6' to 12' STEPS on Deck.
- concrete pad labor.
- Ice glasses 6 rolls -
- cut down trees around house
- vent gable
- Fix gutter in front.
- Siding in back

**WARD D. HOUSER**  
**4623 PATCHIN HIGHWAY**  
**CHERRY TREE PA 15724**  
**814 845 7106**

September 1, 2004

John and Stephanie Marshall  
125 Jacks Lane  
Mahaffey PA 15757  
814 590 9469

Cost estimate to replace Master Bedroom Ceiling:

Material and Labor: \$ 820.00

# Installation Instructions



Oakridge PRO™ Series

Laminate Shingles

These laminated shingles are designed for new or reroofing work over any properly built and supported wood roof deck having adequate nail holding capacity and a smooth surface.

## UL Class A Fire Resistance & Wind Resistance Ratings

When applied in accordance with these instructions, these shingles carry the Underwriters Laboratories Class A fire resistance rating, the top rating for residential shingles. They will resist exposure to fire in accordance with UL Standard 790. When applied properly, these shingles also meet UL wind resistance Standard 997. All laminated shingles have a factory-applied strip of special thermoplastic adhesive on each shingle. After direct exposure to the sun's heat, each course bonds securely to the course below (a matter of days in spring through fall seasons, in winter it varies depending on geographical location, roof slope and orientation of the house on the site, in relation to the sun).

## Other Roofing Materials

**Metal Drip Edges** – are recommended along rake and eaves edges of all decks.

**Underlayment** – is recommended for roofing over any bare deck, and is *required* for a UL Class A fire rating. Use only "breather type" material such as Asphalt Saturated Felt or Shingle Underlayment classified by UL as a Prepared Roofing Accessory to assure Class A fire performance and watertight performance from wind-driven rain.

**Nails** – must be galvanized, 11- or 12-gauge, with heads at least 3/8" in diameter. *Staples* must be 16-gauge minimum, 15/16" minimum crown width and sufficient length to penetrate 3/4" into wood decking or through APA rated roof sheathing. Staples are to be corrosion protected.

**All Fasteners** – must penetrate at least 3/4" into wood deck or completely through plywood sheathing.

*Note: Owens Corning recommends the use of nails as the preferred method of attaching shingles to wood decking or other nailable surface.*

**Plastic Cement** – where required must meet ASTM D 4586 Type II (Asbestos Free).

## 1a Deck Preparation

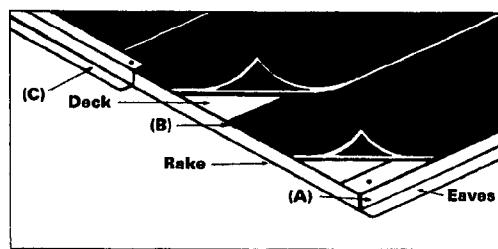
### For Standard Slope Decks (4" in 12" or more)

Application of underlayment, metal drip edges and eaves flashing:  
**(A)** Apply one layer of underlayment over metal drip edge at eaves. Use only enough fasteners to hold in place.

**(B)** Overlap successive courses 2". Overlap course ends 4". Side laps are to be staggered 6' apart.

**(C)** Apply metal drip edge over underlayment at rake.

*Note: Where ice-damming may cause leaks, apply Owens Corning WeatherLock® underlayment or equivalent eaves flashing at least 24" beyond the inside wall line. When using a coated smooth roll or mineral surfaced roll roofing, apply over the underlayment. When using a specialty eaves flashing product, follow the manufacturer's instructions.*



## 1b Deck Preparation

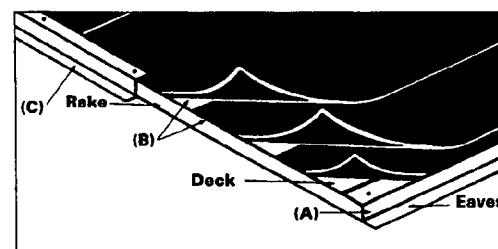
### For Low Slope Decks (2" in 12" to less than 4" in 12")

Application of underlayment, metal drip edges and eaves flashing:  
**(A)** Apply 19" starter strip of underlayment over metal drip edge at eaves. Use only enough fasteners to hold in place.

**(B)** Use 36" strip of underlayment for remaining courses, overlapping each course 19". Side laps are to be staggered 6' apart.

**(C)** Apply metal drip edge over underlayment at rake.

*Note: Where eaves flashing is required apply Owens Corning WeatherLock underlayment or equivalent specialty eaves flashing product or apply a continuous layer of asphalt plastic cement between the plies of underlayment at least 24" beyond the inside wall line.*





Laminate Shingles

Oakridge® PRO™ Series

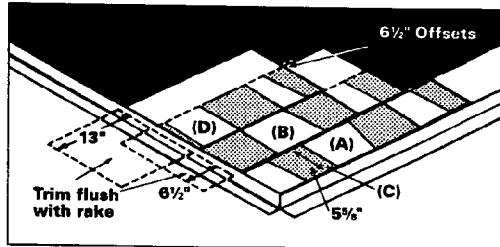
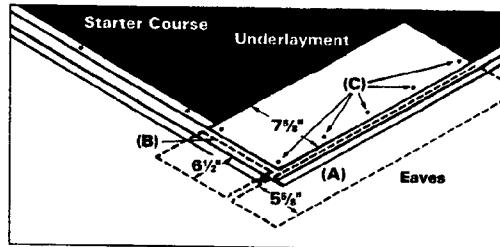
## 2 Shingle Application

Apply shingles over properly prepared roof deck, starting at bottom of roof and working across and up. This will blend shingles from one bundle into the next and minimizes any normal shade variation. Laminated shingles are applied with a 6-1/2" offset. While a 6-1/2" offset is recommended, any repeatable offset pattern from 4" to 8" is acceptable. Caution must be exercised to assure that end joints are no closer than 2" from a fastener in the shingle below and that side laps are no less than 4" in succeeding courses. Refer to course applications steps for specific instructions.

### Starter Course (see illustration on the right)

- (A) Trim tabs off all starter course shingles.
- (B) Trim 6-1/2" off rake end of first shingle. Extend 3/8" beyond rake and eaves, and fasten.
- (C) Complete rest of starter course.

Note: Start at rake edge. Use five fasteners for each shingle, placed 2" to 3" up from the eaves.



### First Course

- (A) Apply first course starting with a full shingle, even with the starter course. Fasten securely according to instructions.

Note: Complete course with full shingles. The fastening line should not be used for course alignment of shingles.

### Second Course

- (B) Begin second course by positioning first shingle 6-1/2" from the end of the underlaying shingle, and flush with the top of the overlay tab (dragon tooth).
- (C) Leave 5-5/8" exposure, fasten securely, and trim excess overhang at rake.

Note: Complete course with full shingles.

### Third Course

- (D) Begin by positioning the first shingle 6-1/2" from the end of the underlaying shingle, flush with the top of the dragon tooth pattern. Complete by repeating step (C).

Note: Complete course with full shingles.

### Fourth Course

- (E) Begin the fourth course by positioning the first shingle an additional 6-1/2" from the end of the underlying shingle, flush with the top of the dragon tooth pattern. Complete by repeating step (C).

Note: Complete course with full shingles.

### Fifth Course

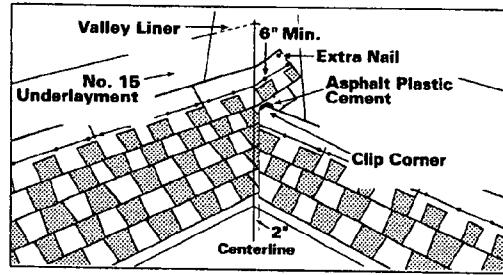
- (F) Begin fifth course by positioning full shingle flush with rake edge and leave 5-5/8" exposure. Complete by repeating step (C).

Note: Complete course with full shingles. For succeeding courses repeat steps for second, third, fourth and fifth courses.

### 3 Valley Construction

A closed cut valley is recommended and is applied as follows:

- (A) Lay a 36" wide valley liner of smooth surface roll roofing or Owens Corning *WeatherLock* underlayment or equivalent product. Fasten on outer edges only.
- (B) Lay all shingles on one side of valley and across centerline of valley a minimum of 12". Fasten a minimum of 6" away from centerline on each side of valley.
- (C) Strike a chalk line 2" from the centerline of the unshingled side. Apply shingles on the unshingled side up to the chalk line and trim, taking care not to cut the underlying shingles. Clip upper corners of these shingles, cement and fasten.
- (D) A metal valley is an acceptable alternative. A woven valley is also acceptable for Oakridge® PRO 30™.

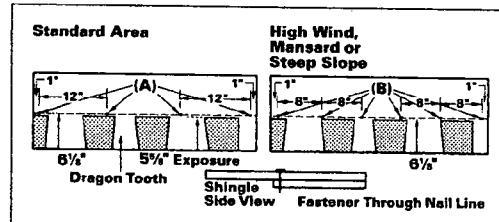


### 4 Fastening Instructions

Place fasteners 6-1/8" from bottom edge of each shingle and 1" from each end.

- (A) Use four fasteners in normal wind areas.
- (B) Use six fasteners per shingle for mansard construction. Use of six fasteners is recommended in high wind areas.

Note: Fasten on the 6-1/8" nail line to penetrate both segments of the shingle.



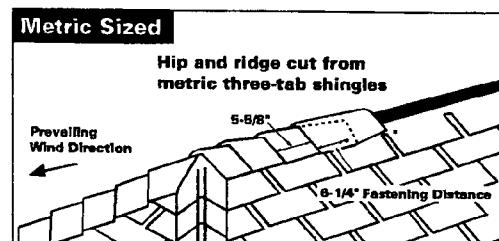
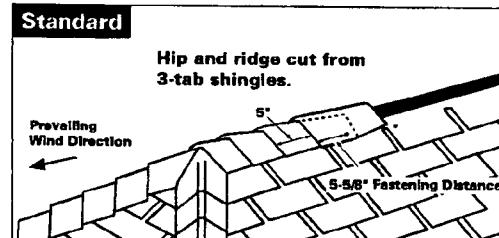
### 5 Hip & Ridge Application

High Ridge Hip & Ridge and High Style® Hip & Ridge available by region. If cutting three tabs for Hip & Ridge shingles, adhere to the following instructions.

Cut full three-tab shingles into three 12" x 12" (13-1/4" x 13-1/8" metric) Hip & Ridge shingles. Start hips at the eave and work up to ridge. Apply ridge only after hips have been applied, beginning on end of ridge opposite prevailing wind direction. Leave 5" (5-5/8" metric) exposure per shingle for Hip & Ridge application. Bend over the ridge; fasten on each side 5-5/8" (6-1/4" metric) from exposed end, 1" up from the edge. Cover exposed nails with asphalt plastic cement.

For more information on Hip & Ridge shingle application refer to Owens Corning's "How to Apply Hips & Ridges" (Pub. No. 5-RR-18491).

Note: For best appearance, when using three-tab shingles for Hip & Ridge, apply double thickness (two 12" x 12" shingles or 13-1/4" x 13-1/8" if using metric-sized products). Do not cut Hip & Ridge shingles from full size laminated shingles.



## Laminate Shingles

# Oakridge® PRO™ Series

### 6 Precautionary Notes

*The manufacturer will not be responsible for problems resulting from any deviation from the recommended application instructions and the following precautions:*

**(A) Roof Deck:** Recommended roof decks are 6" maximum width, 25/32" minimum thickness wood sheathing, or 3/8" minimum thickness plywood sheathing. Use plywood decking recommended by the American Plywood Association, Underwriters Laboratories, Inc., or local building codes.

*These Owens Corning shingles have been tested and rated as Class A by Underwriters Laboratories when these shingles are applied over recommended decks. If other decks are used, the resulting construction may not qualify as Class A.*

Regardless of deck type used, the roofing installer must:

1. Install the deck material in strict compliance with the deck manufacturer's instructions.
2. Prevent the deck from getting wet before, during and after installation.
3. Insure the attic ventilation meets or exceeds FHA Minimum Property Standards.

**Note:** All roof structures, especially Mansard style construction, must have complete through ventilation from bottom to top to prevent entrapment of moisture-laden air (winter) and hot air (summer). Both conditions may cause premature shingle failure. It is extremely important to maintain adequate ventilation when reinsulating or reroofing. Structures with bath and kitchen vents, which are vented directly into the attic space, may require additional ventilation to remove excess moisture vapor.

**(B) Handling:** Use extra care in handling shingles when the temperature is below 40° F. *Do not* drop bundles. Shingles can be broken easily in cold weather or their edges damaged in hot weather. *Do not* attempt to separate shingles by "breaking" them over another object such as a ridge.

**(C) Fastening:** Owens Corning recommends nails as the preferred method of attaching shingles to wood decking or other nailable surface. Drive all fasteners until they are flush with the surface of the shingle. Special care must be taken in the use of pneumatic staples or nail guns. Staples are to be driven with a pneumatic stapler with crown parallel to length of shingle so that the entire crown bears tightly against the shingle but does not cut the shingle surface. Nails are to be driven straight so

the entire head is flush against the shingle but does not cut the shingle surface. An improperly adjusted pneumatic gun can result in raised fasteners causing sealing failure, raised tabs, leaks or blow-off.

*Guidelines on fastener size, number and location must be followed. Failure to follow these instructions seriously reduces wind resistance. Owens Corning will not be responsible for any wind damage that occurs with shingles which have not been applied in accordance with these instructions.*

**(D) Mansard or Steep Slopes:** For slopes exceeding 60 degrees or 21 inches per foot, use six fasteners and four spots of asphalt plastic cement per shingle. All six fasteners must be spaced equally and placed in the fastening line. Place four spots of asphalt plastic cement, 1" in diameter, under each shingle immediately upon installation.

**(E) Storage:** Store in a covered ventilated area at a maximum temperature of 110° F. Stack in a flat fashion (maximum of 16 bundles high). Protect shingles from weather when stored at the job site. Do not store near steam pipes, radiators, etc.

**(F) Hip & Ridge Shingles:** These shingles should be cut from the back (smooth) side. In cool weather, shingles can be formed more easily to fit the ridge if they are stored in a warm indoor area, then taken out immediately before application.

**(G) All exposed material must be rated Class A by Underwriters Laboratories, to maintain a Class A system.**

### 7 Reroofing

If old asphalt shingles are to remain in place, nail down or cut away all loose, curled or lifted shingles. Sweep the surface clean of all loose debris just prior to applying the new roofing. Ensure proper size and length of fasteners. If roofing over old wood shingles, cut back the old shingles at eaves and rakes and apply wood edging strips. Some local building codes may require the use of a No. 30 asphalt saturated felt over the old wood shingles prior to reroofing. Consult local building code authorities. The surface must be smooth before shingles are installed. Make deck smooth by nailing down all loose and curled shingles, protruding nails, etc. Install beveled wood feathering strips, if necessary.



**OWENS CORNING WORLD HEADQUARTERS**  
ONE OWENS CORNING PARKWAY  
TOLEDO, OHIO, USA 43659

**John M. Bracken  
Building Contractor  
5 Irvin Street  
Mahaffey, PA 15757  
Phone (814) 277-6791 • Fax (814) 277-6793**

---

September 9, 2004

John and Stephanie Marshall

Mahaffey, Pa 15757

Cost estimate to replace Asphalt Roofing & Damaged Ceiling as Follows:

Roofing	53 sq. Architectural Shingles	\$ 3,730.14
Felt, Roof Edge, Flashing Nails		\$ 426.62
Ice & Water Sheild		\$ 695.25
Siding Moldings		\$ 87.30
Debris Removal		\$ 650.00
Ceiling Tile & Moldings		\$ 680.00
 Labor		\$ 8,675.00
 Total		<b>\$14,944.31</b>

RECEIVED  
JAN 10 2005

BY: \_\_\_\_\_

**JOB ESTIMATE**

To:

*John Marshall  
255 Jacob's Lain  
Mahaffey Pa 15757*

DATE:	JOB PHONE NO.
<i>Aug 28-04</i>	
JOB NAME/NO.	
JOB LOCATION	
<i>Same</i>	
<i>Same</i>	

**JOB DESCRIPTION**

Remove Shingles From:  Main House Roof  Side Roof  Front Porch  Rear Porch  
 Garage  Breeze Way  Left Side  Right Side

15 Lb. Felt

25-year, 3 tab shingles

30-year Architectural

<sup>50</sup> ~~40~~ year Architectural

Country Mansion Lifetime warranty, transferable once

Ice Guard, above all gutters

Ice Guard, in all valleys

Ice Guard, on entire low-pitched roof(s)

Roof wood replaced at cost of \$ 350 per Lin. Ft.

Shinglevent Low Profile

Whirly Bird rotating vents  Roof Thermatic Fan  House  Garage

Clean all gutters, lay ground tarps

Nail all loose roof sheeting

Exterior roof vent pipe flashing

Shingles installed with nails, debris removed to the landfill

Alcoa gutters & downspouts  White  Brown  House  Garage

Manor Roofing 3-year labor  
 and material warranty plus  
manufacturers warranty

Chimney Flashing

ESTIMATED JOB COST \$16,200.

ESTIMATED BY *Joe Hauny*

**John M. Bracken  
Building Contractor**

5 Irvin Street  
Mahaffey, PA 15757  
Phone (814) 277-6791 • Fax (814) 277-6793  
bracken5@comcast.net

April 3, 2008

John and Stephanie Marshall  
125 Jacks Lane  
Mahaffey PA 15757

Cost estimate to replace Asphalt Roofing & Damaged Ceiling as Follows:

Roofing	53 Sq. Architectural Shingles	\$5,066.76
Felt, Roof Edge, Flashing Nails		\$ 984.60
Ice & Water Shield		\$ 703.79
Siding Moldings		\$ 164.30
Debris Removal		\$ 650.00
Ceiling Tile & Moldings		\$ 894.00
LABOR		<u>\$9,889.50</u>
	<b>TOTAL</b>	<b>\$18,352.95</b>

**CERTIFICATE OF SERVICE**

AND NOW, I do hereby certify that on November 24, 2010, I caused a true and correct copy of ARBITRATION PRE-TRIAL STATEMENT PURSUANT TO LOCAL RULE 1306A to be served on the following and in the manner indicated below:

**By United States Mail, First Class, Postage Prepaid**  
**Addressed as Follows:**

Paula M. Cherry, Esquire  
Chairman of Board of Arbitration  
1 North Franklin Street  
P.O. Box 505  
DuBois, PA 15801

Robin J. Foor, Esquire  
Mid-Penn Legal Services  
211 ½ East Locust Street  
Clearfield, PA 16830

Joseph P. Green, Esquire  
Lee, Green & Reiter, Inc.  
115 East High Street  
P.O. Box 179  
Bellefonte, PA 16823-0179

Michael Marshall, Esquire  
254 Northwood Avenue  
DuBois, PA 15801

Date: November 24, 2010

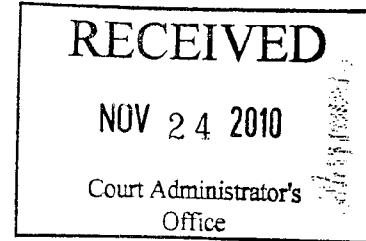


John Sughrue, Esquire  
Attorney for Plaintiffs

*Arbitration Dec 24, 2010*

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

JOHN L. MARSHALL and	)	
STEPHANIE J. MARSHALL, his wife,	:	No. 2006-00539-C.D.
Plaintiffs	)	
vs.	:	
SAM STANFORD i/d/b/a STANFORD	)	
CONSTRUCTION,	:	
Defendant	)	



**ARBITRATION MEMORANDUM SUBMITTED BY DEFENDANT**

Defendant Sam Stanford i/d/b/a Stanford Construction, hereby submits the following:

**I. NATURE OF ACTION**

The instant litigation involves the installation of a roof at residential property owned by the plaintiffs. Specific details are set forth in the Defendant's Pre-Trial Memorandum previously submitted to Judge Cherry, attached hereto as Exhibit A.

**II. WITNESSES**

The defendant's witnesses were originally identified in the attached Pre-Trial Memorandum. In that submission, the defendant listed three witnesses.

Sam Stanford and Darla Stanford, his wife, will testify at the hearing. They will testify as to the basic history of the relationship between them and the Marshalls. They will also testify concerning the construction that was performed at the plaintiffs' residence which would include testimony concerning the actual work performed. Stephanie Marshall will also testify in this matter. It is assumed that she will testify as to the same subject matter on direct examination by

her counsel. It may well be that the defense will not need to call Stephanie Marshall as a witness inasmuch as she will be cross-examined at the time the defense presents its case.

Finally, the defense will present the report of Robert Davis, P.E., who is a construction engineer and architect. The CV of Mr. Davis will also be presented as an exhibit. Mr. Davis inspected the property on or about May 29, 2010, at the commencement of the installation of the new roof and the removal of the existing roof.

### **III. EXHIBITS**

The parties have exchanged all exhibits, documents, and relevant photographs. In fact, numerous photographs have been taken over the years in connection with this property. Attorney Sughrue and Attorney Green will likely reduce the number of photographs that are used as exhibits in order to condense and/or streamline the presentation. In any event, it is not expected that there will be any objection to photographs and certain documentary exhibits will be admissible without the need for direct live testimony.

### **IV. DAMAGES CITATION**

Damages, if any, are to be assessed or calculated at or about the time that the cause of action arose and not many years later. In addition, any damages must be adjusted or reduced to reflect depreciation and the fact that the plaintiffs seek the cost of a completely new roof in the present timeframe which reflects considerable "betterment" and enhanced value to the plaintiffs. These concepts are generally discussed in Pennsylvania DGS v. U.S. Mineral Products, 898 A.2d 590 (Pa. 2006).

LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esquire

PA ID #19238

Attorney for Defendant

115 East High Street, PO Box 179

Bellefonte, PA 16823

814-355-4769

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

JOHN L. MARSHALL and	)	
STEPHANIE J. MARSHALL, his wife,	:	No. 2006-00539-C.D.
Plaintiffs	)	
	:	
vs.	)	
	:	
SAM STANFORD i/d/b/a STANFORD	)	
CONSTRUCTION,	:	
Defendant	)	

**DEFENDANT'S PRE-TRIAL MEMORANDUM**

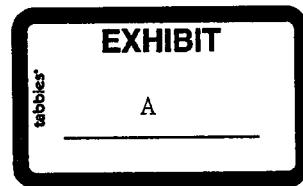
Defendant Sam Stanford i/d/b/a Stanford Construction, hereby files his pre-trial memorandum and submits the following:

**I. FACTUAL STATEMENT**

The instant civil action involves construction work in the form of repairs performed at the residence of the John L. Marshall and Stephanie J. Marshall located at 125 Jacks Land, Mahaffey, Clearfield County, Pennsylvania. John L. Marshall has since passed away and the property is presently owned by his surviving spouse.

The project basically involved the installation of a new roof on the plaintiffs' residential property.

The construction project was basically a joint effort undertaken by individuals who had formerly been good friends. In fact, John Marshall himself was actually involved in the physical work performed in connection with the project as well as the selection and purchase of materials, direction of activities, etc.



The underlying events transpired quite some time ago. The renovation work on the Marshall home was performed in the late Summer of 2002. The essence of the complaint is that the new roof shingles were not properly installed and that water leaks have developed as well as condensation and moisture being present.

The amount claimed in the Complaint is \$18,300.00. However, it is asserted that additional damages may well be present but that the roof needs to be removed in order to make that assessment. To date, Mrs. Marshall has not had this work performed.

**II. LIST OF EXHIBITS**

- A. Photographs of Residence
- B. Manufacturer's Instructions
- C. Contract Documents

**III. LIST OF WITNESSES**

- A. Sam Stanford
- B. Darla Stanford
- C. Stephanie Marshall

**IV. LEGAL POSITION**

The defendant contends that he did not engage in liability-producing conduct in any respects. The underlying project was a joint effort in which the two former friends performed the construction work.

In addition, it is asserted that the damages claimed by the plaintiffs are exaggerated and magnified. An inspection of the property held approximately one year ago indicated that there was essentially no physical or visible evidence of leakage although the work had been done a number of years prior to the inspection.

The measure of damages may well be diminution in value, if any, as opposed to repair costs. The home has been occupied as a residence for eight years since the work was completed with essentially no deficiencies that have impaired use of the structure. In addition, if the plaintiff is now seeking a new roof then there would need to be some "accounting" for the value of the subject roof which as performed its function for all intents and purposes for eight years.

**V. DESCRIPTION OF DAMAGES**

Plaintiffs will likely provide this information in their pre-trial memorandum. At the time of the inspection, it had been mentioned that there may be a removal of the roof. This was to have occurred last summer but, to the best of the knowledge of the undersigned, that work has not taken place. Mr. Sughrue has advised the undersigned that this may still be done in the next few weeks.

**VI. EXTRAORDINARY EVIDENTIARY PROBLEMS**

There are no known extraordinary evidentiary problems. However, it may be that there will exist an issue as to the measure of damages, i.e., diminution in value versus repair cost.

**VII. STIPULATIONS**

It is anticipated that counsel will be able to enter any stipulations regarding the authenticity of documents and similar issues.

**VIII. PLAINTIFFS' EXPERT**

Defense counsel was just recently advised that the plaintiff has retained a new and different expert. No report has yet been received relative to this point.

**IX. SPECIAL POINTS FOR CHARGE**

None known at this time other than standard questions concerning whether any jurors are related to, friends of, or otherwise associated with the litigants.

**X. ESTIMATED TIME FOR TRIAL**

Two days.

LEE, GREEN & REITER, INC.

By: 

Joseph P. Green, Esquire  
PA ID #19238  
Attorney for Defendant  
115 East High Street  
PO Box 179  
Bellefonte, PA 16823  
814-355-4769

**CERTIFICATE OF SERVICE**

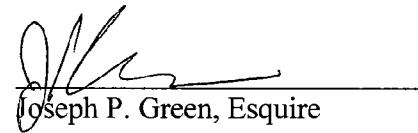
I hereby certify that a true and correct copy of the foregoing Arbitration Memorandum  
Submitted by Defendant was deposited in the United States mail, postage prepaid, in Bellefonte,  
Pennsylvania, on the 23 day of November, 2010 addressed to the following:

John Sughrue, Esq.  
225 East Market Street  
Clearfield, PA 16830

Michael Marshall, Esq.  
254 Northwood Avenue  
DuBois, PA 15801

Paula Cherry, Esquire  
One N. Franklin Street  
PO Box 505  
Clearfield, PA 16830

Robin Foor, Esquire  
Mid Penn Legal Services  
211 E. Locust Street  
Clearfield, PA 16830



Joseph P. Green, Esquire

# LEE, GREEN & REITER, INC.

DONALD E. LEE  
JOSEPH P. GREEN  
DENNIS O. REITER  
ROBERT A. MIX

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

November 23, 2010

115 EAST HIGH STREET  
POST OFFICE BOX 179  
BELLEFONTE, PA 16823-0179  
(814) 355-4769  
FAX (814) 355-5024  
WWW.LMGR LAW.COM

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
PO Box 361  
Clearfield, PA 16830

Re: John L. Marshall & Stephanie J. Marshall  
Vs. Sam Stanford i/d/b/a Stanford Construction  
No. 2006-00539 CD  
Our File: L-9931

Dear Mr. Nelson:

I am enclosing herewith the Arbitration Memorandum Submitted by Defendant Sam Stanford i/d/b/a Stanford Construction. Also, copies are being provided to opposing counsel as well as the three arbitrators.

Thank you.

Very truly yours,

LEE, GREEN & REITER, INC.



Joseph P. Green

JPG/cl  
Enclosure  
C: John Sughrue, Esq. - w/enc.

*Arbitration*  
Dec 2 & 3, 2010

**JOHN SUGHRUE**  
**Attorney at Law**

Phone: (814) 765-1704  
Fax: (814) 765-6959

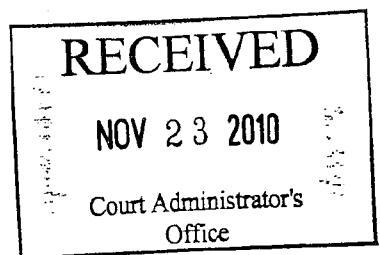
225 East Market Street  
Clearfield, PA 16830

Email:  
jsughrue@sughruelaw.com

November 23, 2010

**VIA FAXSIMILE 371-0936  
AND FIRST CLASS MAIL**

Paula M. Cherry, Esquire  
Chairman of Board of Arbitration  
1 North Franklin Street  
P.O. Box 505  
DuBois, PA 15801



**RE: Marshall v. Stanford  
Clearfield County No. 2006-0539-CD  
Arbitration Hearing: Thursday, December 2<sup>nd</sup> and Friday, December 3<sup>rd</sup>**

Dear Ms. Cherry,

This will serve as a follow-up to today's phone conference between you, as Chairman of the Board of Arbitration here in the above captioned case, and Mr. Joseph Green, Defense Attorney and myself, Plaintiff Attorney.

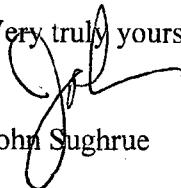
Mr. Green and I advised you that this case is a bit different in that it was previously on the trial list and then referred to Arbitration. In the ordinary course, the case was pre-tried in front of Judge Cherry. Prior to that Pre-Trial Conference, Pre-Trial Statements, which are comparable to the Arbitration required statements, were filed by each of us.

Mr. Green and I indicated that we would each forward to you, a copy of our original Pre-Trial Statement in lieu of the Pre-Hearing Statement required under the Arbitration Rules. Accordingly, I enclose a copy of Plaintiff's Pre-Trial Statement with the mail copy of this letter and am also, by copy of this letter, forwarding the same Statement to Ms. Foor and Mr. Marshall.

Mr. Green and I have agreed to appear at the hearing with Exhibits pre-marked and to have copies for the Board as well as opposing counsel. We have also agreed that we may provide to you applicable law and/or citations prior to the hearing or at the time of the hearing. We have also agreed that in the event our Pre-Trial Statement should be updated, that we will later today or tomorrow, file a Supplemental Pre-Trial Statement in order to assure that you have pertinent information prior to hearing.

AP Paula M. Cherry, Chairman  
11/23/10  
Page 2

Also, with a copy of this letter, I am advising the Court Administrator of the previous Pre-Trial Memorandum that was filed in this case and our understanding in the event the Court Administrator's Office is looking for a Pre-Trial Memorandum to be filed with the Court Administrator's Office in accordance with the Rule.

Very truly yours,  
  
John Sughrue

JS/aw  
Enclosure

cc: Robin J. Foor, Esquire, via hand delivery  
Michael S. Marshall, Esquire, via mail  
Court Administrator's Office, via hand delivery (letter only)  
Joseph Green, Esquire, via fax 355-5024 and mail (letter only)