

2006-556-CD  
Cheryl Taylor vs Reliable  
Construction

06-556-CD  
Cheryl Taylor vs Reliable  
Construction LLC

3:03 P.M.

## Appeal Docket Sheet

Docket Number: 1925 WDA 2008

Page 1 of 3

December 3, 2008

Superior Court of Pennsylvania



06-5560-CD

Cheryl A. Taylor

v.

Reliable Construction, LLC., Appellant

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: November 24, 2008 Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType: Assumpsit

Consolidated Docket Nos.:

Related Docket Nos.:

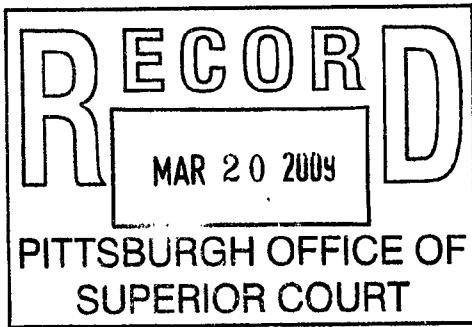
### SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: December 17, 2008

Next Event Type: Original Record Received

Next Event Due Date: January 19, 2009



FILED NOCC  
M 12/31/2008  
DEC 05 2008  
(610)

S William A. Shaw  
Prothonotary/Clerk of Courts

Record- 1 part  
Trans. - 2

**Appeal Docket Sheet****Docket Number: 1925 WDA 2008****Page 2 of 3****December 3, 2008****Superior Court of Pennsylvania****COUNSEL INFORMATION**

**Appellant** Reliable Construction, LLC  
 Pro Se: Appoint Counsel Status:

IPF Status: No

**Appellant Attorney Information:**

Attorney: DuBois, Jeffrey Scott  
 Bar No.: 62074 Law Firm:  
 Address: 190 West Park Avenue  
 Suite #5  
 Dubois, PA 15801

Phone No.: (814)375-5598 Fax No.:

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

**Appellee** Taylor, Cheryl A.  
 Pro Se: Appoint Counsel Status:

IPF Status:

**Appellee Attorney Information:**

Attorney: Lavelle, Patrick  
 Bar No.: 85537 Law Firm:  
 Address: 25 E Park Ave  
 Suite #4  
 Du Bois, PA 15801

Phone No.: (814)371-2232 Fax No.: (814)371-4480

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

**FEE INFORMATION**

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
11/18/08	Notice of Appeal	60.00	60.00	2008SPRWD001166

**TRIAL COURT/AGENCY INFORMATION**

Court Below: Clearfield County Court of Common Pleas

County: Clearfield Division: Civil

Date of Order Appealed From: October 23, 2008 Judicial District: 46

Date Documents Received: November 24, 2008 Date Notice of Appeal Filed: November 18, 2008

Order Type: Order Entered OTN:

Judge: Ammerman, Fredric J. Lower Court Docket No.: No. 06-556-CD  
 President Judge**ORIGINAL RECORD CONTENTS**

## Appeal Docket Sheet

Docket Number: 1925 WDA 2008

Page 3 of 3

December 3, 2008

Superior Court of Pennsylvania



Original Record Item	Filed Date	Content/Description
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Date of Remand of Record:

**BRIEFS****DOCKET ENTRIES**

Filed Date	Docket Entry/Document Name	Party Type	Filed By
November 24, 2008	Notice of Appeal Filed	Appellant	Reliable Construction, LLC
December 3, 2008	Docketing Statement Exited (Civil)		Western District Filing Office

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA  
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

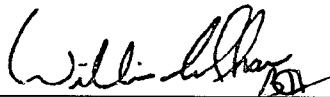
THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

06-556-CD  
Cheryl A. Taylor  
Vs.  
Reliable Construction

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from **No. 1 to 37**, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is March 19, 2009.

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk of Courts

(seal)

Date: 3/19/2009

Time: 09:40 AM

Page 1 of 3

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date	Judge
4/10/2006	New Case Filed. No Judge
	Filing: Civil Complaint Paid by: Lavelle, Patrick (attorney for Taylor, Cheryl A.) Receipt number: 1913290 Dated: 04/10/2006 Amount: \$85.00 (Check) 1CC shff.
5/5/2006	Sheriff Return, April 20, 2006 at 12:08 pm served the within Complaint on Reliable Construction LLC./ So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Lavelle \$45.30 No Judge
6/12/2006	Important Notice, dated June 9, 2006, filed. (Ten day notice) No CC. No Judge
6/30/2006	Preliminary Objections, filed by Atty. Buckley. 1 Cert. to Atty. Cert. of Service to Atty. Lavelle. No Judge
7/3/2006	Order, AND NOW, this 30 day of June, 2006, Court having received Defendant's Preliminary Objections, Ordered that hearing on said Motion shall be conducted on the 23rd day of August, 2006, at 2:30 p.m. in Court Room No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Buckley Fredric Joseph Ammerman
7/24/2006	Motion For Continuance, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC to Fredric Joseph Ammerman Atty Fredric Joseph Ammerman
7/27/2006	Order AND NOW, on this 27th day of July 2006, upon consideration of the Motion for Continuance filed by Joseph E. Buckley Jr. counsel for the defendant, and for good cause having been shown, it is the ORDER of this Court that the Motion for Continuance is granted and the hearing scheduled on Defendant's Preliminary Objections is continued from August 23, 2006 : 2:30 p.m. to the 18th day of September 2006 at 9:00 a.m. in Courtroom 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Buckley. Fredric Joseph Ammerman
9/21/2006	Order, NOW, this 18th day of Sept., 2006, following argument on the Defendant's Preliminary Objections, Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty: Lavelle, Buckley Fredric Joseph Ammerman
10/10/2006	Amended Complaint, filed by s/ Patrick Lavelle, Esquire. 1CC to Atty. Fredric Joseph Ammerman
11/6/2006	Answer to Amended Complaint, New Matter and Counterclaim, filed by s/ Joseph E. Buckley Jr. Esq. 4 CC deft. Fredric Joseph Ammerman
11/22/2006	Response to New Matter, and Answer to Counterclaim, filed by s/ Patrick Lavelle Esq. 1CC atty. Fredric Joseph Ammerman
7/5/2007	Certificate of Readiness for Trial, Re: Jury Trial, filed by s/Patrick Lavelle, Esq. One CC Attorney Lavelle Fredric Joseph Ammerman
7/18/2007	Objection to Certificate of Readiness, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC Atty. Buckley Fredric Joseph Ammerman
7/20/2007	Order, this 20th day of July, 2007, Ordered that case be removed from trial list. Defendant is directed to determine as soon as possible if it will be required to obtain new counsel or, in the alternative, when Attorney Joseph E. Buckley, Jr., may be available. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, Buckley Fredric Joseph Ammerman
9/19/2007	Praecipe For Entry of Appearance, filed on behalf of Defendant, enter appearance of Jeffrey S. DuBois, Esquire. 2CC Atty. DuBois Fredric Joseph Ammerman
10/11/2007	Order, this 11th day of Oct. 2007, pre-trial conference has been scheduled for Dec. 3, 2007 at 9:00 a.m. in Judges Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois, Buckley Fredric Joseph Ammerman

Date: 1/19/2009

Time: 09:40 AM

Page 2 of 3

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date	Judge
12/3/2007	Order, this 3rd day of Dec., 2007; it is Ordered: Jury Section will be held on Fredric Joseph Ammerman Jan. 3, 2008 at 11:00 a.m. in Courtroom 1. Jury Trial is scheduled for March 4 and 5, 2008 at 9:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois, Buckley
12/28/2007	Motion to Withdraw Demand for Jury Trial, filed by s/ Patrick Lavelle, Esquire. 1CC Atty. Lavelle
1/2/2008	Order, 1. Motion to Withdraw Demand for Jury Trial is Granted. This case will be removed from the list for Jury Selection on Jan. 3, 2008; and 2. A one-day bench trial in this matter will be held on March 4, 2008 commencing at 9:00 a.m. in Courtroom 1. by The court, /s/ Fredric J. Ammerman, Pres. judge. 1CC Atty: Lavelle, DuBois, Buckley
3/3/2008	Motion in Limine, filed by s/ Jeffrey S. DuBois, Esq. Three CC Attorney DuBois
	Order, NOW, this 3rd day of March, 2008, upon review of Motion in Limine filed on behalf of Defendant; Order that argument on said Motion shall be heard March 4, 2008, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys Lavelle and DuBois
3/6/2008	Order, this 4th day of March, 2008, it is Ordered that this matter is rescheduled to be completed at 9:00 a.m. on April 11, 2008. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty: Lavelle, DuBois
3/28/2008	Motion for Continuance, filed by Atty. DuBois 3 Cert. to Atty.
4/1/2008	Order AND NOW, this 1st day of April 2008, in consideration of Defendant's Motion for Continuance, IT IS HEREBY ORDERED AND DECREED that the Trial scheduled for April 11, 2008, be rescheduled for the 2nd day of June 2008 at 9:00 a.m. at the Clearfield County Courthouse, Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty DuBois.
5/1/2008	Notice of Entry Upon Property, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
6/3/2008	Order, this 2nd day of June, 2008, upon the conclusion of nonjury trial and agreement upon of counsel, it is Ordered that counsel have no more than 40 days from this date in which to submit appropriate brief to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty: Lavelle, DuBois
8/25/2008	Order, this 22nd day of August, 2008, following non-jury trial and subsequent receipt of the parties briefs, the Court hereby finds in favor of the Plaintiff an awards her the sum of \$69,978.00. As the evidence showed the Defendant was already paid the amount of \$151,980.00, the Defendant's Counterclaim is hereby Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois
9/2/2008	Motion For Post Trial Relief, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
9/4/2008	Order, this 4th day of Sept., 2008, argument on the Defendant's Motion for Post Trial Relief is scheduled for the 8th day of Oct., 2008 at 10:00 A.M. in Courtroom No. 1. By The Court /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois
9/8/2008	Response to Defendant's Motion for Post Trial Relief, filed by s/ Patrick Lavelle, Esquire. 1CC Atty. Lavelle

Date: 9/19/2009

Time: 09:40 AM

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Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date	Judge
10/23/2008	Order, this 22nd day of Oct., 2008, it is Ordered that the Defendant's Motion Fredric Joseph Ammerman for Post Trial Relief is DISMISSED. By The Court, /s/ Fredric J. Ammerman Pres. Judge. 1CC Attys: Lavelle, DuBois
11/18/2008	Filing: Appeal to High Court Paid by: DuBois, Jeffrey S. (attorney for Reliable Construction, LLC) Receipt number: 1926851 Dated: 11/18/2008 Amount: \$50.00 (Check) For: Reliable Construction, LLC (defendant) 1 Cer to Superior Court with \$60.00 Check and 6 cert. copies to Atty.
11/21/2008	Order, this 21st day of Nov., 2008, it is Ordered that Reliable Construction, Fredric Joseph Ammerman LLC, file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois
11/24/2008	Filing: Praeclipe to Enter Judgment on Verdict Paid by: Lavelle, Patrick Fredric Joseph Ammerman (attorney for Taylor, Cheryl A.) Receipt number: 1926947 Dated: 11/24/2008 Amount: \$20.00 (Check) For: Taylor, Cheryl A. (plaintiff) filed by s/Patrick Lavelle, Esq. Judgment is entered in favor of Plaintiff and against Defendant in the amount of \$69,978.00, as set forth in the Order of Court dated August 22, 2008, and entered of record on August 25, 2008. One CC and Statement to Attorney Lavelle Notice to Attorney DuBois
12/5/2008	Appeal Docket Sheet, filed. 1925 WDA 2008. No CC Fredric Joseph Ammerman
12/10/2008	Defendant's Statement of Errors Complained of on Appeal, filed by s/ Jeffrey S. DuBois, Esquire. 4CC Atty. DuBois Fredric Joseph Ammerman
2/19/2009	Transcript of Proceedings, filed. Civil Nonjury Trial, Day I and II, held before Fredric Joseph Ammerman the Honorable Fredric J. Ammerman, Pres. Judge, on March 4, 2008.
	Transcript of Proceedings, filed. Civil Nonjury Trial, Day II of II, held before t Fredric Joseph Ammerman Nonorable Fredric J. Ammerman, Pres. Judge, on Monday, June 2, 2008.
3/18/2009	Opinion, March 18, 2009, (See Original for Details) BY THE COURT: Fredric Joseph Ammerman /s/Fredric J. Ammerman, P.J. Three CC Attorneys Lavelle and DuBois One CC D. Mikesell and Law Library
3/19/2009	March 19, 2009, Mailed Appeal to Superior Court. Fredric Joseph Ammerman March 19, 2009, Letters, Re: Notification of mailing appeal mailed to Patrick Lavelle, Esq. and Jeffrey S. DuBois, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).

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

MAR 19 2009

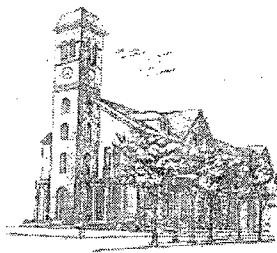
Attest.

*William J. Hudson*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-556CD  
*Cheryl A. Taylor*  
*Vs.*  
*Reliable Construction*

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	04/10/06	Civil Complaint	21
02	05/05/06	Sheriff Return	01
03	06/12/06	Important Notice (10-Day Notice)	05
04	06/30/06	Preliminary Objections with Scheduling Order filed July 3, 2006	05
05	07/24/06	Motion for Continuance with Order filed July 27, 2006	09
06	09/21/06	Order, Re: argument on Defendant's Preliminary Objections	01
07	10/10/06	Amended Complaint	22
08	11/06/06	Answer to Amended Complaint, New Matter and Counterclaim	11
09	11/22/06	Response to New Matter and Answer to Counterclaim	06
10	07/05/07	Certificate of Readiness for Trial	02
11	07/18/07	Objection to Certificate of Readiness	03
12	07/20/07	Order, Re: Case removed from trial list	01
13	09/19/07	Praecipe for Entry of Appearance	02
14	10/11/07	Order, Re: Pre-Trial Conference scheduled	01
15	12/03/07	Order, Re: Jury selection scheduled	01
16	12/28/07	Motion to Withdraw Demand for Jury Trial	04
17	01/02/08	Order, Re: Motion to Withdraw Demand for Jury Trial Granted	01
18	03/03/08	Motion in Limine	04
19	03/03/08	Order, Re: argument scheduled on Motion in Limine	01
20	03/06/08	Order, Re: Matter rescheduled to be completed	01
21	03/28/08	Motion for Continuance with Order filed April 1, 2008	05
22	05/01/08	Notice of Entry Upon Property	03
23	06/03/08	Order, Re: briefs to be submitted	01
24	08/25/08	Order, Re: Court verdict	01
25	09/02/08	Motion for Post Trial Relief	06
26	09/04/08	Order, Re: argument on Defendant's Motion for Post Trial Relief	01
27	09/08/08	Response to Defendant's Motion for Post Trial Relief	06
28	10/23/08	Order, Defendant's Motion for Post Trial Relief is Dismissed	01
29	11/18/08	Notice of Appeal to High Court	07
30	11/21/08	Order, Re: Concise Statement	01
31	11/24/08	Praecipe to Enter Judgment on Verdict	05
32	12/05/08	Appeal Docket Sheet, 1925 WDA 2008	03
33	12/10/08	Defendant's Statement of Errors Complained of on Appeal	06
34	02/19/09	Transcript of Proceedings, Civil Non-Jury Trial, Day I of II	Separate Cover
35	02/19/09	Transcript of Proceedings, Civil Non-Jury Trial, Day II of II	Separate Cover
36	03/18/09	Opinion	07
37	03/19/09	Letters, Re: Notification of mailing appeal mailed to Patrick Lavelle, Esq. and Jeffrey S. DuBois, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	05



## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

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

**COPY**

Fredric J. Ammerman, P.J.  
Court of Common Pleas  
230 E. Market Street  
Clearfield, PA 16830

Patrick Lavelle, Esq.  
25 East Park Ave., Ste. 4  
DuBois, PA 15801

Jeffrey S. DuBois, Esq.  
210 McCracken Run Road  
DuBois, PA 15801

Cheryl A. Taylor  
Vs.  
Reliable Construction

Court No. 06-556-CD; Superior Court No. 1925 WDA 2008

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on March 19, 2009.

Sincerely,

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**  
03/19/09  
MAR 19 2009

William A. Shaw  
Prothonotary/Clerk of Courts

631

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-556CD  
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 Vs.  
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36	03/18/09	Opinion	07

Date: 3/19/2009

Time: 09:33 AM

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## Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

## Civil Other-COUNT

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7/27/2006	Order AND NOW, on this 27th day of July 2006, upon consideration of the Motion for Continuance filed by Joseph E. Buckley Jr. counsel for the defendant, and for good cause having been shown, it is the ORDER of this Court that the Motion for Continuance is granted and the hearing scheduled on Defendant's Preliminary Objections is continued from August 23, 2006 : 2:30 p.m. to the 18th day of September 2006 at 9:00 a.m. in Courtroom 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Buckley.
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Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylorvs.Reliable Construction, LLC

## Civil Other-COUNT

Date	Judge
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1/2/2008	Order, 1. Motion to Withdraw Demand for Jury Trial is Granted. This case will be removed from the list for Jury Selection on Jan. 3, 2008; and 2. A one-day bench trial in this matter will be held on March 4, 2008 commencing at 9:00 a.m. in Courtroom 1. by The court, /s/ Fredric J. ammerman, Pres. judge. 1CC Attys: Lavelle, DuBois, Buckley
3/3/2008	Motion in Limine, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois  Order, NOW, this 3rd day of March, 2008, upon review of Motion in Limine filed on behalf of Defendant; Order that argument on said Motion shall be heard March 4, 2008, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys Lavelle and DuBois
3/6/2008	Order, this 4th day of March, 2008, it is Ordered that this matter is rescheduled to be completed at 9:00 a.m. on April 11, 2008. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Lavelle, DuBois
3/28/2008	Motion for Continuance, filed by Atty. DuBois 3 Cert. to Atty.
4/1/2008	Order AND NOW, this 1st day of April 2008, in consideration of Defendant's Fredric Joseph Ammerman Motion for Continuance, IT IS HEREBY ORDERED AND DECREED that the Trial scheduled for April 11, 2008, be rescheduled for the 2nd day of June 2008 at 9:00 a.m. at the Clearfield County Courthouse, Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty DuBois.
5/1/2008	Notice of Entry Upon Property, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Fredric Joseph Ammerman Atty. DuBois
5/3/2008	Order, this 2nd day of June, 2008, upon the conclusion of nonjury trial and agreement upon of counsel, it is Ordered that counsel have no more than 40 days from this date in which to submit appropriate brief to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Attys: Lavelle, DuBois
5/25/2008	Order, this 22nd day of August, 2008, following non-jury trial and subsequent receipt of the parties briefs, the Court hereby finds in favor of the Plaintiff and awards her the sum of \$69,978.00. As the evidence showed the Defendant was already paid the amount of \$151,980.00, the Defendant's Counterclaim is hereby Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys; Lavelle, DuBois
5/2/2008	Motion For Post Trial Relief, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Fredric Joseph Ammerman Atty. DuBois
5/4/2008	Order, this 4th day of Sept., 2008, argument on the Defendant's Motion for Post Trial Relief is scheduled for the 8th day of Oct., 2008 at 10:00 A.M. in Courtroom No. 1. By The Court /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois
5/8/2008	Response to Defendant's Motion for Post Trial Relief, filed by s/Patrick Lavelle, Esquire. 1CC Atty. Lavelle

Date: 3/19/2009

Time: 09:33 AM

Page 3 of 3

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00556-CD

User: BHUDSON

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date

Judge

10/23/2008	Order, this 22nd day of Oct., 2008, it is Ordered that the Defendant's Motion Fredric Joseph Ammerman for Post Trial Relief is DISMISSED. By The Court, /s/ Fredric J. Ammerman Pres. Judge. 1CC Attys: Lavelle, DuBois	
11/18/2008	Filing: Appeal to High Court Paid by: DuBois, Jeffrey S. (attorney for Reliable Construction, LLC) Receipt number: 1926851 Dated: 11/18/2008 Amount: \$50.00 (Check) For: Reliable Construction, LLC (defendant) 1 Cer to Superior Court with \$60.00 Check and 6 cert. copies to Atty.	Fredric Joseph Ammerman
11/21/2008	Order, this 21st day of Nov., 2008, it is Ordered that Reliable Construction, Fredric Joseph Ammerman LLC, file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois	
11/24/2008	Filing: Praecipe to Enter Judgment on Verdict Paid by: Lavelle, Patrick (attorney for Taylor, Cheryl A.) Receipt number: 1926947 Dated: 11/24/2008 Amount: \$20.00 (Check) For: Taylor, Cheryl A. (plaintiff) filed by s/Patrick Lavelle, Esq. Judgment is entered in favor of Plaintiff and against Defendant in the amount of \$69,978.00, as set forth in the Order of Court dated August 22, 2008, and entered of record on August 25, 2008. One CC and Statement to Attorney Lavelle Notice to Attorney DuBois	Fredric Joseph Ammerman
12/5/2008	Appeal Docket Sheet, filed. 1925 WDA 2008. No CC	Fredric Joseph Ammerman
12/10/2008	Defendant's Statement of Errors Complained of on Appeal, filed by s/ Jeffrey S. DuBois, Esquire. 4CC Atty. DuBois	Fredric Joseph Ammerman
3/19/2009	Transcript of Proceedings, filed. Civil Nonjury Trial, Day I and II, held before Fredric Joseph Ammerman the Honorable Fredric J. Ammerman, Pres. Judge, on March 4, 2008.	
	Transcript of Proceedings, filed. Civil Nonjury Trial, Day II of II, held before t Fredric Joseph Ammerman Nonorable Fredric J. Ammerman, Pres. Judge, on Monday, June 2, 2008.	
3/18/2009	Opinion, March 18, 2009, (See Original for Details) BY THE COURT: /s/Fredric J. Ammerman, P.J. Three CC Attorneys Lavelle and DuBois One CC D. Mikesell and Law Library	Fredric Joseph Ammerman

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

MAR 19 2009

Attest,

  
William L. Hudson  
Prothonotary/  
Clerk of Courts

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

CHERYL A. TAYLOR,

Plaintiff

vs.

NO. 06-556-CD

RELIABLE CONSTRUCTION, LLC.

Defendant

FILED  
02/10/09  
MAR 18 2009

3cc Attns:  
Lavelle  
DeBois

Bldg  
William A. Shaw  
Prothonotary/Clerk of Courts, D. Mikesell  
(without memo)

100 Law Library  
D. Mikesell

OPINION

On April 10, 2006 Plaintiff Cheryl A. Taylor (hereinafter, "Plaintiff") initiated a cause of action claiming breach of contract and negligence against Reliable Construction Building and Remodeling Services, LLC. (hereinafter, "Defendant"). On the August 22, 2008, following a bench trial, judgment was entered in favor of the Plaintiff in the amount of Sixty-Nine Thousand Nine Hundred and Seventy-Eight (\$69,978.00) The Defendant's Counter Claim was dismissed. Upon denial of the Defendant's Post Trial Motions a timely appeal was filed. The scope for deliberating the merits of an appeal of a trial court's decision is narrow, the reviewing court should view the evidence in a light most favorable to the prevailing party, granting that party the benefit of all reasonable inferences. *Curran v. Stradley, Ronon, S & Young*, 521 A.2d 451, 454 (Pa.Super.,1987).

The Plaintiff's cause of action arises from a series of agreements entered into w. Defendant starting on or about April 20, 2005, for the construction and remodeling Plaintiff's home located at 3943 Chestnut Grove Highway, Grampian. Consideration for contract and subsequent modified contracts was approximately One Hundred and Fifty-<sup>one</sup>

316

Thousand (\$151,000.00) dollars, roughly. The Defendant began working in accordance with the contracts in the spring of 2005 and extended into the summer of 2005. Periodically, the Plaintiff provided the Defendant with payments by check, in the approximate amount of One Hundred and Fifty-One Thousand Four Hundred and Eighty (\$151,480.00) dollars. *Transcript of Civil Non Jury Trial*, June 2, 2008, Day II of II: Plaintiff's Exhibits 20-25. At some point therein, the Plaintiff believed the Defendant's workmanship to be negligent and a breach of contract. Consequently, the Plaintiff pursued a claim for damages against the Defendant for defects cause by the Defendant's workmanship.

First, the Defendant asserts that this Court erred in admitting the testimony of the Plaintiff's expert witness Gary Borden (hereinafter "Borden"), as his identity was not revealed in a timely fashion and his expert report was not produced until a week before trial. The Defendant claims prejudice because it was denied a sufficient opportunity to formulate a proper defense. "The preclusion of testimony is a drastic sanction, and it should be done only where the facts of the case make it necessary; the prejudice may not be assumed." *Kurian ex rel. Kurian v. Anisman*, 851 A.2d 152, 162 (Pa.Super.,2004). citing *Kemp v. Qualls*, 473 A.2d 1369, 1374 (Pa. 1984). "Assuming that a party has not acted in bad faith and has not misrepresented the existence of an expert expected to be called at trial, no sanction should be imposed unless the complaining party shows that he has been prejudiced from properly preparing his case for trial as a result of the dilatory disclosure." *Id.*

This Court did not abuse its discretion in allowing the testimony of the Plaintiff's expert witness Borden at trial as the Defendant received sufficient notice to enable an adequate defense; hence, the Defendant suffered no prejudice. The Defendant argues that Borden was not listed as an expert in Plaintiff's Pretrial Statement, yet Defense acknowledge on the record

that it had notice of Borden since November 2007, more than three months before the 1<sup>st</sup> day of trial. *Transcript of Civil Non Jury Trial*, March 4, 2008, Day I of II, pp. 155. As such, the Defendant's argument that the identity of Borden as an expert witness was untimely is without merit.

Next, the Defendant claims that this Court erred in admitting the Plaintiff's expert report, which was untimely and denied it the opportunity to prepare an adequate defense. Actually, Borden's expert reports were not admitted as part of the trial record. The Defendant asserts that it received the report one week before trial. Pursuant to Pa.C.R.A. 4003.5, the opinions held by a testifying expert are discoverable. As mentioned before, the Defendant had knowledge of the expert at least three months before trial. Borden was a structural engineer hired to inspect the home in November of 2005, two years before trial. Also, Borden's initial inspection of the Plaintiff's house occurred before the Plaintiff's Complaint was filed. It is obvious from Borden's testimony<sup>1</sup> that the opinions of his initial report were completely incorporated in the Plaintiff's Complaint and Amended Complaint, filed April 10, 2006 and October 10, 2006, respectively. Hence, the Defendant should have reasonably anticipated defending the contents of Borden's expert opinion, even though it was presented a week before trial. The Defendant suffered no unfair surprise nor was it placed at a disadvantage because the Defendant was allotted adequate amount of time to examine each particular issue testified to at trial and contained in the expert report, as it mirrors the claims asserted in the Plaintiff's complaint filed approximately two years prior to at trial.

The Defendant has notably expressed concern with Borden's second expert report, which contains opinions about the construction of the new addition to the Plaintiff's house. The Defendant asserts that Borden was seemly pressured into addressing the construction of

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<sup>1</sup> *Transcript of Civil Non Jury Trial*, March 4, 2008, Day I of II, pp. 156-183.

the new addition in his second expert report because he did not mention it in his initial report from two years ago. Borden's second report reflected his second visit to the Plaintiff's house, two weeks before the trial. Borden was asked at trial what were his reasons for not mentioning the construction of the new addition in his initial report. He responded by saying "[b]ecause I was called for a specific purpose. To view the wall situation in the upstairs bedroom and look at the siding." *Transcript of Civil Non Jury Trial*, March 4, 2008, Day I of II, pp. 171. It is only reasonable for Borden to visit Plaintiff's house two weeks prior to trial in an effort to refresh his memory, as his last inspection was more than two years prior. Further, the Defendant should have reasonably anticipated defending Borden's testimony about the construction of the new addition because it was well within the scope of the defects that gave rise to the complaint. The claims of the new addition being defective were also supported by the Guardian Inspection Report and detailed in the video of the Defendant's performance, which were both admitted into evidence at trial. This Court finds that the Defendant was not prejudiced by Borden's decision to inspect the new addition two weeks prior to trial or from the subsequent expert report.

Secondly, the Defendant argues that this Court erred in admitting into evidence six canceled checks because the Plaintiff did not reference them until the second day of trial. The Defendant believes that it was prejudiced by the admission of the checks because they were not mentioned in the Pre-trial Statement or Pretrial Conference. However, the canceled checks were entered into evidence as rebuttal to the Defendant's counter-claim that it was not sufficiently paid for its performance of the contract. The cancelled checks were not used to support or bolster any substantial part of the Plaintiff's claims, hence, the Defendant was not challenged with defending the admission of the checks. "The purpose of the discovery rules is

to prevent surprise and unfairness and to allow a trial on the merits. The rules must be interpreted to prevent surprise and unfairness and not as devices for excluding relevant rebuttal evidence. Where there is ambiguity, the rule will be construed...to secure a just determination of the action. This will more likely be achieved by receiving relevant evidence than by excluding it." *American Future Systems, Inc. v. BBB*, 872 A.2d 1202, 1213 (Pa.Super.,2005) citing *Clark v. Hoerner*, 525 A.2d 377, 382 (1987). "Generally the admission of rebuttal evidence is a matter within the sound discretion of the trial court. Rebuttal evidence is proper where it is offered to discredit testimony of an opponent's witness. Our Supreme Court has previously opined where the evidence goes to the impeachment of his opponent's witness, it is admissible as a matter of right. Furthermore, in order to constitute proper impeachment evidence, the rebuttal witness' version of the facts must differ from that of the witness being impeached." *Id.* Here, the Defendant claimed breach of contract because the Plaintiff had allegedly failed to pay the full amount of approximately One Hundred and Fifty-One Thousand (\$151,000.00) dollars that was agreed upon for its performance. The Defendant's counter-claim alleges that the Plaintiff failed to pay the remaining Twenty-Five Thousand Five Hundred (\$25,500.00) dollars of the contracts' price. However, the Plaintiff produced cancelled checks that were endorsed by the Defendant's agent in excess of One Hundred and Fifty-One (\$151,000.00) for the construction and remodeling performed on the Plaintiff's house, which disproves the Defendant's counter-claim. This Courts exercised proper discretion in admitting the cancelled checks as rebuttal evidence to discredit the Defendant's counter-claim for breach of contract for failure to pay in full.

Finally, the Defendant challenges on appeal many of the discretionary aspects of this Court's finding of fact and conclusion, specifically the amount of judgment rewarded and

issues of damages, which were all decided in the Plaintiff's favor. "It waived a jury trial and submitted its case to the trial judge, who thereby had power to decide all factual issues. Findings of fact made by the judge, sitting without a jury, and affirmed by the court in banc, have the force and effect of a jury's verdict, and, if supported by the evidence, will not be disturbed on appeal." *U. S. Gypsum Co. v. Birdsboro Steel Foundry & Mach. Co.*, 52 A.2d 344, 348 (Pa.Super., 1947). "When reviewing the results of a non-jury trial, we are bound by the trial court's findings of fact, unless those findings are not based on competent evidence." *Viener v. Jacobs*, 834 A.2d 546, 554 (Pa.Super., 2003). Absent an abuse of discretion, the reviewing Court is bound by the lower court's assessment of facts and credibility. *Id.* The Court as fact-finder was free to believe all, part or none of the evidence admitted at trial. *Commonwealth v. West*, 937 A.2d 516, 523 (Pa.Super., 2007).

Here, there is sufficient evidence to support this Court's finding of fact and conclusion in favor of the Plaintiff. The Plaintiff's Exhibits 20-25 were cancelled checks that were entered into evidence at trial. These Checks were issued by the Plaintiff and endorsed by Joseph W. Andres (hereinafter "Andres"), general manager of Reliable Construction. Andres testified at trial that it was in fact his signature endorsing the checks from the Plaintiff.<sup>2</sup> This Court concluded that the Plaintiff did pay the Defendant One Hundred and Fifty-One Thousand, Four Hundred and Eighty (\$151,480.00) dollars in adherence with the contract. However, upon assessment of the evidence entered this Court concluded that the Defendant was negligent in performing the construction required under the parties' agreement and hence breached the contract. To satisfy the terms of the contract and make the Plaintiff "whole again" the Defendant is liable in the amount of Sixty Nine Thousand Nine Hundred and Seventy Eight (\$69,978.00) dollars. "In the absence of a clear abuse of discretion, matters

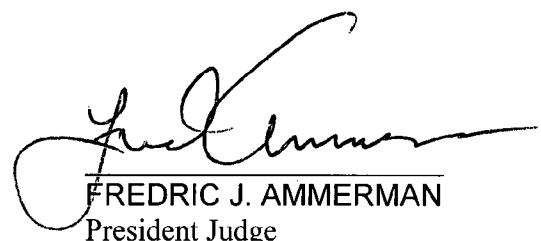
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<sup>2</sup> *Transcript of Civil Non Jury Trial*, June 2, 2008, Day II of II, pp. 105-107.

purely within the discretion of a trial court are not reversible on appeal and to justify a reversal, the abuse of discretion must be clearly shown." *Hankin v. Hankin*, 448 A.2d 1049, 1052 (Pa.Super., 1981). As the record justifies this Court's determinations, the Defendant's claims must fail.

BY THE COURT,

Date: March 18, 2009



FREDRIC J. AMMERMAN  
President Judge

**FILED**

**MAR 18 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/18/09

       You are responsible for serving all appropriate parties.

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

       Plaintiff(s)  Plaintiff(s) Attorney        Other

       Defendant(s)  Defendant(s) Attorney

       Special Instructions:

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

CHERYL A. TAYLOR,

Plaintiff

No. 06-556-CD

Vs.

RELIABLE CONSTRUCTION, LLC,

Defendant

Type of Pleading:

**DEFENDANT'S STATEMENT  
OF ERRORS COMPLAINED OF  
ON APPEAL PURSUANT TO  
Pa.R.A.P. 1925(b)**

Filed on Behalf of:

DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
210 McCracken Run Road  
DuBois, PA 15801  
(814) 375-5598

**FILED** 4CC  
01/25/08 Atty DuBois  
DEC 10 2008

5 60  
William A. Shaw  
Prothonotary/Clerk of Courts

#33

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

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
: Vs.  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**DEFENDANT'S STATEMENT OF ERRORS**  
**COMPLAINED OF ON APPEAL PURSUANT TO PA.R.A.P 1925(b)**

AND NOW, comes the Defendant, Reliable Construction, LLC, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Statement of Errors Complained of on Appeal Pursuant to PA.R.A.P 1925(b) and in support thereof avers the following:

1. The Trial Court erred as a matter of law in admitting the testimony of Plaintiff's expert witness, Gary Borden, at Trial, when said witness was not listed as an expert in Plaintiff's Pretrial Statement, nor was an expert report set forth on the aforementioned Pretrial Statement. Further, at the Pretrial Conference between counsel for both parties and the Court, no such expert report by Gary Borden was referenced by Plaintiff.
2. As such, there was no notice given to counsel for Defendant to prepare for the expert report in advance of Trial.

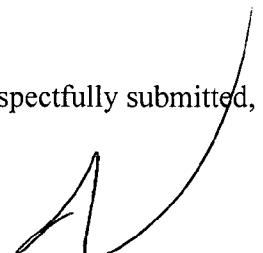
3. The Trial Court erred as a matter of law in admitting the testimony and expert report of Gary Borden at Trial when the report used by counsel for Plaintiff was only given to counsel for Defendant one (1) week prior to Trial.
4. As a consequence, counsel for Defendant would not have sufficient opportunity to plan a defense to said expert at Trial.
5. The Trial Court erred as a matter of law in admitting said expert report of Gary Borden at Trial when this report contained information on the new addition of the home and its relation to the existing foundation, and when there was no such reference by the expert in his prior report when he would have viewed the home approximately sixteen (16) months earlier. In particular, when Mr. Borden first inspected the home, nothing was mentioned in the report of this new addition in relation to the existing foundation. Further, the second time that the expert went to Plaintiff's house, was only at the insistence of counsel for Plaintiff, and counsel for Plaintiff directed him on what to view.
6. The Trial Court erred as a matter of law in awarding damages to Plaintiff in the amount in excess of Sixty Nine Thousand (\$69,000.00) dollars, when Plaintiff's own witness, Brian Wruble from Guardian Inspection Services, testified that his company, an inspection company certified in the local municipality, had inspected the home and gave a one (1) sheet of paper of items still needed to be worked on for the house to come under code and pass inspection. Further, he testified at Trial the vast majority of said items were "punchlist items" and would require only a little amount of work to finish the

same. As a consequence, damages in the amount of Sixty Nine Thousand (\$69,000.00) dollars are not only excessive, but not supported by the record.

7. The Trial Court erred as a matter of law in not finding in favor of Defendant and against Plaintiff on the issue of moving the addition wall up to the existing foundation wall in light of the architectural expert report on behalf of Defendant, the construction testimony on behalf of Defendant, the testimony from Guardian Inspection Services, and Plaintiff's own expert's admission at Trial that if the existing foundation were to be below that of the new addition, moving the wall would compromise structural integrity. Consequently, the evidence at Trial greatly favored Defendant.
8. Hence, with respect to damages, if it were to be found that it is not necessary to move the wall, per Plaintiff's own witness from CAM General, stating the majority of this estimate would be to move the wall, and if the same were not necessary, said estimate would be vastly reduced. Therefore, Plaintiff's claim would be vastly reduced.
9. The Trial Court erred as a matter of law in not granting Defendant's counterclaim when by Plaintiff's own evidence, Plaintiff failed to pay Defendant what was owed to them under the contract.
10. Specifically, as was set forth in Plaintiff's Complaint, Plaintiff admitted that she only paid the Defendant the total sum of One Hundred Three Thousand Four Hundred Ninety (\$103,490.00) dollars. No amended pleading was ever filed by Plaintiff. The amount owed to Defendant, as admitted by Plaintiff, exceeded One Hundred Fifty Thousand (\$150,000.00) dollars.

11. In addition, at Trial, Plaintiff produced eight (8) invoices which totaled approximately One Hundred Eighteen Thousand (\$118,000.00) dollars, representing, as asserted by Plaintiff, all monies paid by her to Defendant.
12. Therefore, even using the second set of numbers by Plaintiff, Defendant would still be owed more than Thirty Thousand (\$30,000.00) dollars by Plaintiff.
13. Hence, the Trial Court erred in not awarding this amount to Defendant, and/or offsetting it by any amount awarded to Plaintiff.
14. The Trial Court erred as a matter of law in allowing Plaintiff to admit into evidence, on the second day of Trial, cancelled checks which were alleged to be payments made by Plaintiff to Defendant. These checks were not set forth in any pleading by Plaintiff, not referenced in the Pretrial Statement or Pretrial Conference held between the parties and the Court, and were not presented by Plaintiff in her Case in Chief.
15. Moreover, copies of these checks were never given to counsel for Defendant until the continued second day of Trial, even though three (3) months had elapsed between the first day of Trial and the second day of Trial.
16. As such, it was error for the Trial Court to allow the admission of the said exhibits.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
Vs. :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

CERTIFICATE OF SERVICE

I do hereby certify that on the 10<sup>th</sup> day of December 2008, I served a true and correct copy of the within Defendant Statement of Errors Complained of on Appeal Pursuant to P.A.R.A.P 1925(b) by hand delivery, on the following:

Honorable Judge Fredric J. Ammerman  
President Judge  
230 E. Market Street  
Clearfield, PA 16830

Patrick Lavelle, Esquire  
25 East Park Avenue, Suite #4  
DuBois, PA 15801



\_\_\_\_\_  
Jeffrey S. DuBois

3:03 P.M.

Appeal Docket Sheet

Docket Number: 1925 WDA 2008

Page 1 of 3

December 3, 2008

COPY

Superior Court of Pennsylvania



06-556-CD

Cheryl A. Taylor

v.

Reliable Construction, LLC., Appellant

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: November 24, 2008

Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType: Assumpsit

Consolidated Docket Nos.:

Related Docket Nos.:

**SCHEDULED EVENT**

Next Event Type: Receive Docketing Statement

Next Event Due Date: December 17, 2008

Next Event Type: Original Record Received

Next Event Due Date: January 19, 2009

RECEIVED  
12/3/08  
DEC 05 2008  
NOCC  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)

## Appeal Docket Sheet

Docket Number: 1925 WDA 2008

Page 2 of 3

December 3, 2008

## Superior Court of Pennsylvania



## COUNSEL INFORMATION

**Appellant** Reliable Construction, LLC  
 Pro Se: Appoint Counsel Status:  
 IFP Status: No

**Appellant Attorney Information:**

Attorney: DuBois, Jeffrey Scott  
 Bar No.: 62074 Law Firm:  
 Address: 190 West Park Avenue  
 Suite #5  
 Dubois, PA 15801

Phone No.: (814)375-5598 Fax No.:

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

**Appellee** Taylor, Cheryl A.  
 Pro Se: Appoint Counsel Status:  
 IFP Status:

**Appellee Attorney Information:**

Attorney: Lavelle, Patrick  
 Bar No.: 85537 Law Firm:  
 Address: 25 E Park Ave  
 Suite #4  
 Du Bois, PA 15801

Phone No.: (814)371-2232 Fax No.: (814)371-4480

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

## FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
11/18/08	Notice of Appeal	60.00	60.00	2008SPRWD001166

## TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas

County: Clearfield

Division: Civil

Date of Order Appealed From: October 23, 2008

Judicial District: 46

Date Documents Received: November 24, 2008

Date Notice of Appeal Filed: November 18, 2008

Order Type: Order Entered

OTN:

Judge: Ammerman, Fredric J.  
 President Judge

Lower Court Docket No.: No. 06-556-CD

## ORIGINAL RECORD CONTENTS

3:03 P.M.

## Appeal Docket Sheet

Docket Number: 1925 WDA 2008

Page 3 of 3

December 3, 2008

## Superior Court of Pennsylvania



Original Record Item	Filed Date	Content/Description
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Date of Remand of Record:

### BRIEFS

### DOCKET ENTRIES

Filed Date	Docket Entry/Document Name	Party Type	Filed By
November 24, 2008	Notice of Appeal Filed	Appellant	Reliable Construction, LLC
December 3, 2008	Docketing Statement Exited (Civil)		Western District Filing Office

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:**  
Praecipe to Enter Judgment

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

FILED *Atty pd.  
m/12/44/01  
20.00*  
S *NOV 24 2008 ICC Statement*  
*to Atty  
Lavelle*  
*W. A. Shaw  
Notary/Clerk of Courts*

*Notice to  
Atty DuBois  
#31*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 - 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

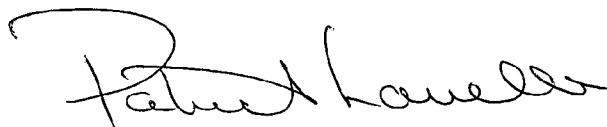
Defendant

**PRAECIPE TO ENTER JUDGEMENT**

TO THE PROTHONOTARY:

Please enter Judgment on the verdict rendered in favor of the Plaintiff and against the Defendant in the amount of \$69,978.00, as set forth in the ORDER of the Court dated August 22, 2008, and entered of record on August 25, 2008.

RESPECTFULLY SUBMITTED



Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that on the 20<sup>th</sup> day of November, 2008, a copy of the foregoing Praeclipe to Enter Judgment was served on the Defendant, Reliable Construction, LLC., by mailing a copy of same via first class mail, postage prepaid, to the following:

Jeffrey S. DuBois, Esq.  
210 McCracken Run Rd.  
DuBois, PA. 15801



\_\_\_\_\_  
Patrick Lavelle

Patrick Lavelle, Esq.

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Cheryl A. Taylor

Vs.

No. 2006-00556-CD

Reliable Construction, LLC

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you in the amount of \$69,978.00 on November 24, 2008.

William A. Shaw  
Prothonotary

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Cheryl A. Taylor  
Plaintiff(s)

No.: 2006-00556-CD

Real Debt: \$69,978.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Reliable Construction, LLC  
Defendant(s)

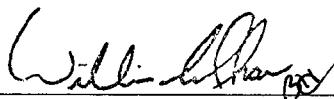
Entry: \$20.00

Instrument: Judgment on Verdict

Date of Entry: November 24, 2008

Expires: November 24, 2013

Certified from the record this 24th day of November, 2008.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

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

CHERYL A. TAYLOR,  
Plaintiff

vs.  
RELIABLE CONSTRUCTION, LLC,  
Defendant

\* NO. 06-556-CD

ORDER

NOW, this 21<sup>st</sup> day of November, 2008, this Court having been notified of Appeal to the Superior Court of Pennsylvania in the above-captioned matter; it is the ORDER of this Court that RELIABLE CONSTRUCTION, LLC, Appellant, file a concise statement of the matters complained of on said Appeal no later than twenty-one (21) days herefrom, as set forth in Rule 1925(b) of the Rules of Appellate Procedure.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
014:00 PM  
NOV 21 2008  
Lavelle  
DuBois  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)  
#30

**FILED**

NOV 21 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/21/08

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  
CRIMINAL DIVISION

CHERYL A. TAYLOR

No. 06-556-CD

Vs.

RELIABLE CONSTRUCTION, LLC,  
Defendant

Type of Pleading: *S*

**NOTICE OF APPEAL**

Filed on Behalf of:  
DEFENDANT

Counsel of Record for this Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801  
(814) 375-5598

**FILED**

NOV 18 2008  
010:30 AM

William A. Shaw  
Prothonotary/Clerk of Courts

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6 CERT TO APP

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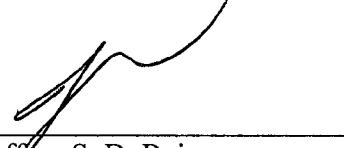
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CRIMINAL DIVISION

CHERYL A. TAYLOR : No. 06-556-CD  
Vs. :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**NOTICE OF APPEAL**

Notice is hereby given that Reliable Construction, LLC, Defendant above named, hereby appeals to the Superior Court of Pennsylvania from the order entered in this matter on the 23<sup>rd</sup> day of October, 2008. This order has been entered in the docket as evidenced by the attached copy of the docket entry. The undersigned requests a copy of the transcript pursuant to Rule 1911.

Respectfully Submitted,

  
\_\_\_\_\_  
Jeffrey S. DuBois  
Attorney for Defendant

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

CHERYL A. TAYLOR : No. 06-556-CD

Vs. :

RELIABLE CONSTRUCTION, LLC  
Defendant :

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 18<sup>th</sup> day of November, 2008, I served a true and correct copy of the within Notice of Appeal by first class mail, postage prepaid, on the following:

Honorable Fredric J. Ammerman  
President Judge  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Court Reporter  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Dan Nelson, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Patrick Lavelle, Esquire  
25 East Park Ave., Suite 4  
DuBois, PA 15801



---

Jeffrey S. DuBois

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

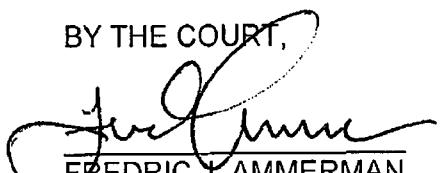
CHERYL A. TAYLOR,  
Plaintiff  
vs.  
RELIABLE CONSTRUCTION, LLC.,  
Defendant

\* NO. 06-556-CD  
\*  
\*  
\*  
\*

ORDER

NOW, this 22<sup>nd</sup> day of October, 2008, it is the ORDER of this Court that the  
Defendant's Motion for Post Trial Relief be and is hereby DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED *ICC Attns:*  
*0140081* *Lavelle*  
*OCT 23 2008* *Bois*

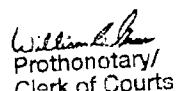
William A. Shaw  
Prothonotary/Clerk of Courts

*610*

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

NOV 18 2008

Attest.

  
William A. Shaw  
Prothonotary/  
Clerk of Courts

Date: 11/18/2008

Time: 10:18 AM

Page 1 of 3

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00556-CD

User: BHUDSON

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date	Judge
4/10/2006	New Case Filed. No Judge
	Filing: Civil Complaint Paid by: Lavelle, Patrick (attorney for Taylor, Cheryl A.) Receipt number: 1913290 Dated: 04/10/2006 Amount: \$85.00 (Check) 1CC shff. No Judge
5/5/2006	Sheriff Return, April 20, 2006 at 12:08 pm served the within Complaint on Reliable Construction LLC./ So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Lavelle \$45.30 No Judge
6/12/2006	Important Notice, dated June 9, 2006, filed. (Ten day notice) No CC. No Judge
6/30/2006	Preliminary Objections, filed by Atty. Buckley. 1 Cert. to Atty. Cert. of Service to Atty. Lavelle. No Judge
7/3/2006	Order, AND NOW, this 30 day of June, 2006, Court having received Defendant's Preliminary Objections, Ordered that hearing on said Motion shall be conducted on the 23rd day of August, 2006, at 2:30 p.m. in Court Room No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Buckley Fredric Joseph Ammerman
7/24/2006	Motion For Continuance, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC to Fredric Joseph Ammerman Atty
7/27/2006	Order AND NOW, on this 27th day of July 2006, upon consideration of the Motion for Continuance filed by Joseph E. Buckley Jr. counsel for the defendant, and for good cause having been shown, it is the ORDER of this Court that the Motion for Continuance is granted and the hearing scheduled on Defendant's Preliminary Objections is continued from August 23, 2006 at 2:30 p.m. to the 18th day of September 2006 at 9:00 a.m. in Courtroom 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Buckley. Fredric Joseph Ammerman
9/21/2006	Order, NOW, this 18th day of Sept., 2006, following argument on the Defendant's Preliminary Objections, Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty: Lavelle, Buckley Fredric Joseph Ammerman
10/10/2006	Amended Complaint, filed by s/ Patrick Lavelle, Esquire. 1CC to Atty. Fredric Joseph Ammerman
11/6/2006	Answer to Amended Complaint, New Matter and Counterclaim, filed by s/ Joseph E. Buckley Jr. Esq. 4 CC deft. Fredric Joseph Ammerman
11/22/2006	Response to New Matter, and Answer to Counterclaim, filed by s/ Patrick Lavelle Esq. 1CC atty. Fredric Joseph Ammerman
7/5/2007	Certificate of Readiness for Trial, Re: Jury Trial, filed by s/ Patrick Lavelle, Esq. One CC Attorney Lavelle Fredric Joseph Ammerman
7/18/2007	Objection to Certificate of Readiness, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC Atty. Buckley Fredric Joseph Ammerman
7/20/2007	Order, this 20th day of July, 2007, Ordered that case be removed from trial list. Defendant is directed to determine as soon as possible if it will be required to obtain new counsel or, in the alternative, when Attorney Joseph E. Buckley, Jr., may be available. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, Buckley Fredric Joseph Ammerman
9/19/2007	Praecipe For Entry of Appearance, filed on behalf of Defendant, enter appearance of Jeffrey S. DuBois, Esquire. 2CC Atty. DuBois Fredric Joseph Ammerman
10/11/2007	Order, this 11th day of Oct. 2007, pre-trial conference has been scheduled for Dec. 3, 2007 at 9:00 a.m. in Judges Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois, Buckley Fredric Joseph Ammerman

Date: 11/18/2008

Time: 10:18 AM

Page 2 of 3

Clearfield County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date	Judge
12/3/2007	Order, this 3rd day of Dec., 2007, it is Ordered: Jury Section will be held on Jan. 3, 2008 at 11:00 a.m. in Courtroom 1. Jury Trial is scheduled for March 4 and 5, 2008 at 9:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois, Buckley
12/28/2007	Motion to Withdraw Demand for Jury Trial, filed by s/ Patrick Lavelle, Esquire. 1CC Atty. Lavelle
1/2/2008	Order, 1. Motion to Withdraw Demand for Jury Trial is Granted. This case will be removed from the list for Jury Selection on Jan. 3, 2008; and 2. A one-day bench trial in this matter will be held on March 4, 2008 commencing at 9:00 a.m. in Courtroom 1. by The court, /s/ Fredric J. Ammerman, Pres. judge. 1CC Attys: Lavelle, DuBois, Buckley
3/3/2008	Motion in Limine, filed by s/ Jeffrey S. DuBois, Esq. Three CC Attorney DuBois
	Order, NOW, this 3rd day of March, 2008, upon review of Motion in Limine filed on behalf of Defendant; Order that argument on said Motion shall be heard March 4, 2008, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys Lavelle and DuBois
3/6/2008	Order, this 4th day of March, 2008, it is Ordered that this matter is rescheduled to be completed at 9:00 a.m. on April 11, 2008. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Lavelle, DuBois
3/28/2008	Motion for Continuance, filed by Atty. DuBois 3 Cert. to Atty.
4/1/2008	Order AND NOW, this 1st day of April 2008, in consideration of Defendant's Motion for Continuance, IT IS HEREBY ORDERED AND DECREED that the Trial scheduled for April 11, 2008, be rescheduled for the 2nd day of June 2008 at 9:00 a.m. at the Clearfield County Courthouse, Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty DuBois.
5/1/2008	Notice of Entry Upon Property, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
6/3/2008	Order, this 2nd day of June, 2008, upon the conclusion of nonjury trial and agreement upon of counsel, it is Ordered that counsel have no more than 40 days from this date in which to submit appropriate brief to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Attys: Lavelle, DuBois
8/25/2008	Order, this 22nd day of August, 2008, following non-jury trial and subsequent receipt of the parties briefs, the Court hereby finds in favor of the Plaintiff an awards her the sum of \$69,978.00. As the evidence showed the Defendant was already paid the amount of \$151,980.00, the Defendant's Counterclaim is hereby Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois
9/2/2008	Motion For Post Trial Relief, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
9/4/2008	Order, this 4th day of Sept., 2008, argument on the Defendant's Motion for Post Trial Relief is scheduled for the 8th day of Oct., 2008 at 10:00 A.M. in Courtroom No. 1. By The Court /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois
9/8/2008	Response to Defendant's Motion for Post Trial Relief, filed by s/ Patrick Lavelle, Esquire. 1CC Atty. Lavelle

Date: 11/18/2008

Time: 10:18 AM

Page 3 of 3

Cleod County Court of Common Pleas

ROA Report

User: BHUDSON

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date

Judge

10/23/2008 Order, this 22nd day of Oct., 2008, it is Ordered that the Defendant's Motion Fredric Joseph Ammerman for Post Trial Relief is DISMISSED. By The Court, /s/ Fredric J. Ammerman  
Pres. Judge. 1CC Attys: Lavelle, DuBois

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

NOV 18 2008

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

CHERYL A. TAYLOR,  
Plaintiff

\* NO. 06-556-CD

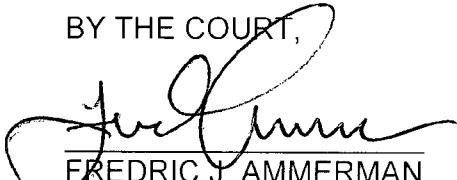
vs.  
RELIABLE CONSTRUCTION, LLC.,  
Defendant

\*  
\*  
\*  
\*  
\*

ORDER

NOW, this 22<sup>nd</sup> day of October, 2008, it is the ORDER of this Court that the  
Defendant's Motion for Post Trial Relief be and is hereby DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED *ICC Attns:*  
014-00301 *Lavelle*  
OCT 23 2008 *DeBois*

S William A. Shaw  
Prothonotary/Clerk of Courts

*610*

*\*8*

FILED

OCT 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 10/23/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney  Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:**  
Response to Defendant's Motion  
for Post Trial Relief

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

FILED  
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Lavelle  
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William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**RESPONSE TO DEFENDANT'S MOTION FOR POST TRIAL RELIEF**

AND NOW comes the plaintiff, CHERYL A. TAYLOR, by and through her counsel, PATRICK LAVELLE, ESQ., and files the following Response to the Defendant's Motion for Post Trial Relief, averments in support of which are as follows:

1. Defendant's paragraph one (1) is merely a prayer for relief and no response is required.
2. Defendant's paragraph two (2) is merely a prayer for relief and no response is required.
3. The averments of paragraph three (3) are denied. By way of further response, the checks that were offered by the plaintiff on the second day of trial were properly admitted into evidence by the court. The defendant had advanced a counter-claim in this case alleging that the plaintiff still owed him money on the original contracts in the amount of \$25,500.00. The record in this case contained

un-controverted evidence that the entire construction project at the plaintiff's residence cost approximately \$150,000.00. The checks, which the defendant admitted receiving, endorsing and cashing totaled \$151,980.00, and thus the checks were properly admitted in defense of the defendant's counterclaim.

4. The averments of defendant's paragraph four (4) are denied. By way of further response the plaintiff asserts that the evidence was properly admitted by the Court.

5. The averments of paragraph five (5) are admitted to the extent they comport with the contents of the pleadings in this case.

6. The averments of paragraph six (6) are denied. During her case in chief the plaintiff submitted evidence in the form of written proposals, signed by the parties, which indicated that the parties had contracted for work to be done totaling \$151,890.00. The plaintiff testified that she had paid the defendant in full. Further, defendant admitted to the existence of this evidence when he sought the Court's recognition of same in paragraphs five (5) through (10) of his proposed findings of fact.

7. The averments of paragraph seven (7) are denied. By way of further response the plaintiff avers that the court properly ruled that the defendant was paid \$151,980.00, and that said ruling was based upon the admissions of the defendant that he had received, endorsed and cashed the plaintiff's checks in that amount.

8. The averments of paragraph eight (8) are denied. By way of further response the plaintiff avers that the Court did not err in making its award of

damages. The plaintiff had submitted evidence that was properly admitted into the record to support damages in the amount of \$69,978.00, and the Court was justified in relying on same.

9. The averments of paragraph nine (9) are denied. The record will reflect that the plaintiff's witness from Guardian Services presented a multi-page summary of deficiencies that he had identified in the work of the defendant at the home of the plaintiff.

10. The averments of paragraph ten (10) are denied. The defendant hereby incorporated its response to paragraph the same as if set forth fully herein.

11. The averments of paragraph eleven (11) admitted in part and denied in part. With respect to the extent of, or the timing of the plaintiff's expert's involvement in this case, such are a matter of record and are therefore admitted. With regards to the propriety of the admission of the plaintiff's expert's report or his subsequent testimony they are denied. The defendant raised this objection at the first day of trial and the Court reserved its ruling on the objection. The Court then allowed the plaintiff's expert to testify subject to the ruling on the objection. At the end of the first day of trial it was clear that there would be a substantial delay in scheduling additional time for the defense case. Based upon the fact that the defendant would have ample time to identify, employ and utilize an expert prior to the next scheduled trial date, the Court ruled that the defendant was not prejudiced by the admission of the plaintiff's expert's testimony and report, and overruled the defendant's objection on that basis.

12. The averments of paragraph twelve (12) are denied. By way of further response the plaintiff avers that the Court's verdict in this case is supported by proper evidence of record.

13. The averments of paragraph thirteen (13) are denied. By way of further response the plaintiff avers that the weight to be afforded any evidence in this case is for the Court to determine, and based upon the evidence of record there is ample support for the verdict in this case.

14. The averments of paragraph fourteen (14) are merely a summary of the contents of the record of this case, and therefore no answer is required.

WHEREFORE, for all of the foregoing reasons the plaintiff prays that this Honorable Court will dismiss the Defendant's Motion for Post Trial Relief.

RESPECTFULLY SUBMITTED



Patrick Lavelle  
Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

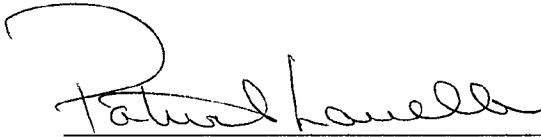
RELIABLE CONSTRUCTION, LLC

Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that on the 5th day of September, 2008, a copy of the foregoing Response to Defendants Motion for Post Trial Relief was served on the Defendant, Reliable Construction, LLC., by mailing a copy of same via first class mail, postage prepaid, to the following:

Jeffrey S. DuBois, Esq.  
210 McCracken Run Rd.  
DuBois, PA. 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

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

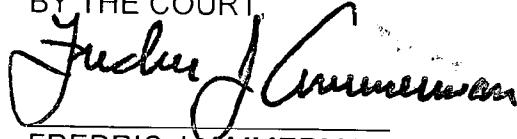
CHERYL A. TAYLOR, \*  
Plaintiff \*  
vs. \*  
RELIABLE CONSTRUCTION, LLC, \*  
Defendant \*

No. 06-556-CD

ORDER

NOW, this 4<sup>th</sup> day of September, 2008, the Court being in receipt of the Defendant's Motion for Post Trial Relief filed by Jeffrey S. DuBois, Esquire; it is the ORDER of this Court that argument on the Defendant's Motion be and is hereby scheduled for the 8<sup>th</sup> day of October, 2008 at 10:00 A.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



FREDRIC J. AMMERMAN  
President Judge

'FILED  
OCT 11 2008  
SEP 14 2008  
ICC Atty's  
Lavelle  
DuBois

William A. Shaw  
Prothonotary/Clerk of Courts

(60)



**FILED**

SEP 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/4/08

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 LAW

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
Vs. : Type of Pleading:  
RELIABLE CONSTRUCTION, LLC, :  
Defendant : **MOTION FOR  
POST TRIAL RELIEF**  
: Filed on Behalf of:  
: DEFENDANT  
: Counsel of Record for this Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 210 McCracken Run Road  
: DuBois, PA 15801  
: (814) 375-5598

FILED 3CC  
09/3/2008 Atty DuBois  
SEP 02 2008  
(GK)

William A. Shaw  
Prothonotary/Clerk of Courts

AS2

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

CHERYL A. TAYLOR, : No. 06-556-CD

Plaintiff :

:

Vs.

:

:

RELIABLE CONSTRUCTION, LLC, :  
Defendant :

**MOTION FOR POST TRIAL RELIEF**  
**PURSUANT TO PA. R.C.P. 227.1**

AND NOW, comes the Defendant, RELIABLE CONSTRUCTION, LLC., by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Post Trial Relief, pursuant to Pa. R.C.P. 227.1, and in support thereof avers the following:

1. Defendant requests this Honorable Court modify and/or change its decision filed on August 25, 2008 in the above captioned matter and award judgment in favor of Defendant.
2. Defendant hereby requests this Honorable Court to direct entry of judgment in favor of Defendant in the above captioned matter pursuant to the Non Jury Trial held in the above captioned matter this calendar year.
3. As objected to by counsel for Defendant at Trial, as well as argued, as requested by the Court, in its Brief, Plaintiff should not have been allowed to admit, at the second day of Trial in rebuttal evidence, copies of alleged checks given by Plaintiff to Defendant. Said exhibits were never submitted by Plaintiff at the Pre Trial Conference held in December 2007, nor were said checks ever presented as evidence in Plaintiff's Case in Chief in Court

on March 4, 2008. Thereafter, between the first day of Trial and the second day of Trial, which was held on June 2, 2008, counsel for Plaintiff failed to submit in advance a copy of said exhibits to counsel for Defendant for his review prior to the second day of Trial. Because these exhibits were not presented to the opposing counsel at the Pre Trial Conference, and prior to Trial, the rules of evidence require their exclusion.

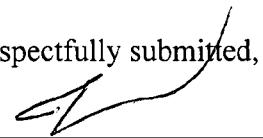
4. As a consequence, the Trial Court should have excluded said evidence.
5. Moreover, Plaintiff's Complaint sets forth that the amount paid by Plaintiff to Defendant was approximately One Hundred Three Thousand (\$103,000.00) dollars. This amount was never amended in any pleading by Plaintiff.
6. In Plaintiff's Case in Chief, Plaintiff presented evidence that Plaintiff paid Defendant approximately One Hundred Eighteen Thousand (\$118,000.00) dollars over the course of their contract.
7. Therefore, it was error for this Honorable Court to rule that Defendant was paid the sum of One Hundred Fifty One Thousand Nine Hundred Eighty (\$151,980.00) dollars.
8. Additionally, it was error for the Court to award Plaintiff Sixty Nine Thousand Nine Hundred Seventy Eight (\$69,978.00) dollars in damages as the evidence did not justify the same.
9. Specifically, Guardian Inspection Services, which is the entity tasked with inspecting residences in the municipality in which the Plaintiff's house was

located, approved of the addition built by Defendant, as well as the location of the addition to the existing home.

10. As such, Defendant's construction practices were proper and approved by the inspecting agency.
11. In addition, Plaintiff's expert viewed Plaintiff's home shortly after Defendant was removed from the contract, and made no mention nor did he reference anything with respect to this addition in his report. It was only approximately a year and a half later, only two weeks prior to Trial, when said expert came to Plaintiff's residence again at the insistence of Plaintiff's counsel and after he was shown by Plaintiff's counsel this part of the addition. Only then did Plaintiff's expert produce a report with respect to the addition and its relation to the existing structure.
12. Hence, a verdict in favor of Plaintiff is not in line with the evidence submitted at Trial.
13. The overwhelming evidence submitted at Trial is in favor of Defendant and against Plaintiff and judgment should be entered in favor of Defendant.
14. All grounds asserted in this Motion were raised by Counsel at Trial, and were also raised in its Request for Findings of Fact and Conclusions of Law.

WHEREFORE, Defendant respectfully requests this Honorable Court to grant its Motion for Post Trial Relief and direct the entry of judgment in favor of Defendant.

Respectfully submitted,

  
Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

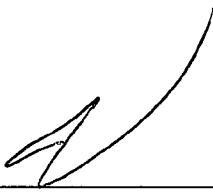
CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
Vs. :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 2<sup>nd</sup> day of September, 2008, I served a true and correct copy of the within Motion for Post Trial Relief pursuant to Pa. R.C.P. 227.1 by first class mail, postage prepaid, on the following:

President Judge Frederic J. Ammerman  
230 E. Market Street  
Clearfield, PA 16830

Patrick Lavelle, Esquire  
25 East Park Avenue  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire

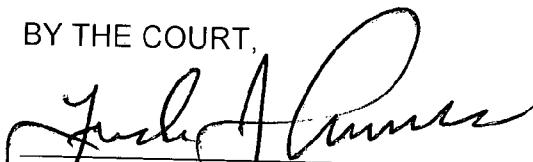
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CHERYL A. TAYLOR, \* NO. 06-556-CD  
Plaintiff \*  
vs. \*  
RELIABLE CONSTRUCTION, L.L.C., \*  
Defendant \*  
\*  
\*  
\*

ORDER

NOW, this 22<sup>nd</sup> day of August, 2008, following non-jury trial and subsequent receipt of the parties' briefs, the Court hereby finds in favor of the Plaintiff and awards her the sum of \$69,978.00. As the evidence showed the Defendant was already paid the amount of \$151,980.00, the Defendant's Counterclaim is hereby DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
014-0081  
AUG 25 2008  
ICC Atty's  
Lavelle  
Sebois

William A. Shaw  
Prothonotary/Clerk of Courts  
RK

8/25/08

FILED

AUG 25 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/26/08

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:

44  
FILED

JUN 03 2008

07/12/05 (LW) (b)(4)

William A. Shaw

Prothonotary/Clerk of Courts

CLERK TO ATTYS LAVELL

DUBOIS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR : :

VS. : NO. 06-556-CD

RELIABLE CONSTRUCTION, LLC : :

O R D E R

AND NOW, this 2nd day June, 2008, upon the conclusion of nonjury trial in the above-captioned matter and agreement upon of counsel, it is the ORDER of this Court that counsel have no more than forty (40) days from this date in which to submit appropriate brief to the Court.

BY THE COURT,



President Judge

44  
23  
20

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

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
Vs. : Type of Pleading:  
RELIABLE CONSTRUCTION, LLC, :  
Defendant : **NOTICE OF ENTRY  
UPON PROPERTY**  
: Filed on Behalf of:  
: DEFENDANT  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 210 McCracken Run Road  
: DuBois, PA 15801  
: (814) 375-5598

FILED  
MAY 12 2008  
MAY 01 2008  
3CC  
Atty DuBois  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

422

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

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
Vs. :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**NOTICE OF ENTRY UPON PROPERTY**

Pursuant to an appointment made by the parties' attorneys, notice is given that the Defendant will enter the Plaintiff's real estate, which is the subject to this litigation, known as 3943 Chestnut Grove Highway, Grampian, PA 16838, Clearfield County on May 14, 2008. Entry will be made for the purpose of inspecting those aspects of the property relevant to this litigation and shall commence at 10:00 a.m. on this date.



Jeffrey S. DuBois, Esquire  
Attorney for Defendant

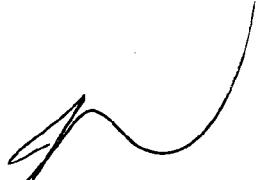
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL LAW

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
Vs. :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I hereby certify that on the 29<sup>th</sup> day of April, 2008, this Notice of Entry Upon  
Property was serviced upon PATRICK LAVELLE, ESQUIRE, counsel for Plaintiff, by  
mailing the same to him by United States First Class Mail, postage prepaid, by depositing  
the same in the United States Post Office at DuBois, Pennsylvania, addressed as follows:

Patrick Lavelle  
25 East Park Avenue, Suite #4  
DuBois, PA 15801



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

FILED

MAR 28 2008

6/11/08/wa

William A. Shaw  
Prothonotary/Clerk of Courts

CHERYL A. TAYLOR,

Plaintiff

No. 06-556-CD

Vs.

RELIABLE CONSTRUCTION, LLC,

Defendant

Type of Pleading:

**MOTION FOR CONTINUANCE**

Filed on Behalf of:

DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
210 McCracken Run Road  
DuBois, PA 15801  
(814) 375-5598

3 cent to  
Att'l

42

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

CHERYL A. TAYLOR, : No. 06-556-CD

Plaintiff :

Vs. :

RELIABLE CONSTRUCTION, LLC, :  
Defendant :

FILED  
O 11:10 a.m. GK

APR 01 2008

William A. Shaw  
Prothonotary/Clerk of Courts

3cc Arty DuBois

ORDER

AND NOW, this 1<sup>st</sup> day of April, 2008, in consideration of  
Defendant's Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED that the Trial scheduled for April  
11, 2008, be rescheduled for the 2<sup>nd</sup> day of June, 2008, at  
9:00 o'clock A.M. at the Clearfield County Courthouse, Courtroom No. 1,  
Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge

(2)

**FILED**

APR 01 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 4-1-08

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

CHERYL A. TAYLOR,	:	No. 06-556-CD
Plaintiff	:	
	:	
Vs.	:	
	:	
RELIABLE CONSTRUCTION, LLC,	:	
Defendant	:	

**MOTION FOR CONTINUANCE**

AND NOW, comes the Defendant, RELIABLE CONSTRUCTION, LLC, by and through its attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

1. There was a Non Jury Trial that started on March 4, 2008, and all matters were not heard on that day.
2. Day two (2) of said Trial is scheduled for April 11, 2008.
3. One of the issues discussed at the end of Day one (1) was an expert report for Defendant.
4. Counsels for Plaintiff and Defendant have not been able to coordinate their schedules with respect to Defendant's Expert Witness so everyone can view Plaintiff's residence.
5. Counsels do not believe they will be able to have this done prior to the Trial date, and it is important that the Expert view the home and submit his report.

6. Therefore, Defendant requests day two (2) of the Trial be continued to another date and time.

7. Counsel for Plaintiff is in agreement with the necessity of a continuance.

WHEREFORE, Defendant respectfully requests this Honorable Court to grant a continuance in this matter and reschedule day two (2) of the Trial to another date and time.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

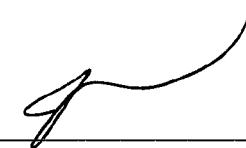
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
: Vs. :  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 18<sup>th</sup> day of March, 2008, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

Patrick Lavelle, Esquire  
25 East Park Avenue, Suite #4  
DuBois, PA 15801



\_\_\_\_\_  
Jeffrey S. DuBois

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

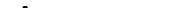
## CIVIL DIVISION

CHERYL A. TAYLOR :  
VS. : NO. 06-556-CD  
RELIABLE CONSTRUCTION, LLC :

O R D E R

AND NOW, this 4th day of March, 2008, following the taking of testimony relative the civil nonjury trial; insufficient time remaining for the matter to be completed this date, it is the ORDER that this matter be and is hereby rescheduled to be completed at 9:00 a.m. on Friday, April 11, 2008.

BY THE COURT,

THE COURT,  


President Judge

4  
FILED *acc*  
01/31/2008 Atty: Lavelle  
MAR 06 2008 SubB5

William A. Shaw  
Prothonotary/Clerk of Courts

60

30

**FILED**

**MAR 06 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3/10/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:  
\_\_\_\_ Plaintiff(s)  Plaintiff(s) Attorney \_\_\_\_\_ Other  
\_\_\_\_ Defendant(s)  Defendant(s) Attorney \_\_\_\_\_

Special Instructions:

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

CHERYL A. TAYLOR,  
Plaintiff

vs.  
RELIABLE CONSTRUCTION, LLC,  
Defendant

\*

\*

\*

\*

\*

NO. 06-556-CD

ORDER

NOW, this 3<sup>rd</sup> day of March, 2008, upon review of the Motion in Limine filed on behalf of the Defendant; it is the ORDER of this Court that argument on said Motion shall be held on the 4th day of March, 2008 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED *ICC Attns:*

03/04/08  
MAR 03 2008

*Lavelle  
DeBois*

*REC'D*  
William A. Shaw  
Prothonotary/Clerk of Courts  
Both attorneys notified  
by Court by telephone  
3/3/08.

*(x) A*

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

CHERYL A. TAYLOR,

Plaintiff

No. 06-556-CD

Vs.

RELIABLE CONSTRUCTION, LLC,  
Defendant

Type of Pleading:

**MOTION IN LIMINE**

Filed on Behalf of:  
DEFENDANT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
210 McCracken Run Road  
DuBois, PA 15801  
(814) 375-5598

FILED 3cc  
018:58/30 Atty DuBois  
MAR 03 2008

WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

WAS

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

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
: Vs.  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**MOTION IN LIMINE**

AND NOW, comes the Defendant, RELIABLE CONSTRUCTION, LLC, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion in Limine, and in support thereof avers the following:

1. There is a Non Jury Trial scheduled in this case for Tuesday, March 4, 2008.
2. A Pre-Trial Conference was held in this matter on December 3, 2007.
3. On Friday, February 29, 2008, counsel for Plaintiff personally delivered to counsel for Defendant an Engineers Expert Report, from Lee-Simpson and Associates, supposedly to be used at trial.
4. Said Engineers Report should have been disclosed prior to said Pre-Trial Conference in December, 2007.
5. Because said report was given to counsel for Defendant only a few days prior to Trial, no time has been allocated to review said report nor have an expert for Defendant to comment/review on said report. Moreover, counsel for Defendant was not given enough time to question said expert on his said report.

6. Because of the untimeliness of the submission of this report, Plaintiff should be barred from presenting any evidence at Trial with respect to this report.

WHEREFORE, Defendant respectfully requests this Honorable Court to exclude any evidence presented in said engineers report.

Respectfully submitted,



\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Defendant

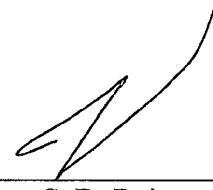
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
: Vs.  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 3<sup>rd</sup> day of March, 2008, I served a true and correct copy of the within Motion in Limine by fax and personal delivery, on the following:

Patrick Lavelle, Esquire  
25 East Park Avenue, Suite #4  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois

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

CHERYL A. TAYLOR,  
Plaintiff

vs.

NO. 06-556-CD

RELIABLE CONSTRUCTION, LLC,  
Defendant

ORDER

NOW, this 31<sup>st</sup> day of December, 2007, the Court being in receipt and having reviewed the Plaintiff's Motion to Withdraw Demand for Jury Trial, it is the ORDER of this Court as follows:

1. The Motion to Withdraw Demand for Jury Trial is GRANTED. This case will be removed from the list for Jury Selection on January 3, 2008; and
2. A one-day bench trial in this matter will be held on March 4, 2008 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED

01/02/2008  
JAN 02 2008

William A. Shaw  
Prothonotary/Clerk of Courts

ICCAHys:  
Lavelle  
DeBois  
Buckley

(CR)

(CR)

**FILED**

**JAN 02 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1/2/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney  Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No.** 06-556-CD

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:** Motion to  
Withdraw Demand for Jury Trial

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA 15801  
(814) 371-2232  
(814) 371-4480 (fax)

FILED  
11/02/01 Atty Lavelle  
DEC 28 2001  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

#16

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 06-556-CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

MOTION TO WITHDRAW DEMAND FOR JURY TRIAL

AND NOW comes the plaintiff, CHERYL A. TAYLOR, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within stated Motion to Withdraw her Demand for a Jury Trial, averments in support of which are as follows:

1. The plaintiff had filed her complaint in this case on and at that time endorsed her pleading to include a demand for a jury trial.
2. The case has been set for trial beginning on March 4<sup>th</sup>, 2008.
3. Jury selection in the case is set for January 3, 2008.
4. The plaintiff, upon review of her case and the associated evidence, and following consultation with her counsel, wishes to withdraw her demand for jury trial and proceed with a bench trial.
5. Counsel for the defendant has been consulted and has agreed to proceed with a bench trial.

WHEREFORE the plaintiff prays that this Honorable Court will grant her motion to withdraw her demand for a jury trial and set the matter for a bench trial.

Respectfully Submitted,



Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No.** 06-556-CD

Plaintiff

v.

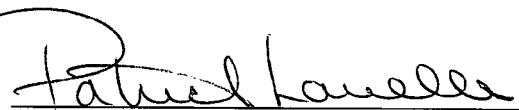
RELIABLE CONSTRUCTION, LLC

Defendant

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 27<sup>th</sup> day of December, 2007, I served a copy of the foregoing Motion to Withdraw Demand for Jury Trial, by mailing same via first class mail and certified mail, postage prepaid to the following:

Jeffrey S. DuBois, Esq.  
190 W. Park Ave.  
Suite #5  
DuBois, PA. 15801

  
Patrick Lavelle, Esq.

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

CHERYL A. TAYLOR,  
Plaintiff

vs.  
RELIABLE CONSTRUCTION, LLC,  
Defendant

\*  
\*  
\* NO. 06-556-CD  
\*  
\*

ORDER

NOW, this 3<sup>rd</sup> day of December, 2007, following pre-trial conference with  
counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Jury Selection will be held on January 3, 2008 commencing at 11:00 a.m. in  
Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Jury Trial is hereby scheduled for March 4 and 5, 2008 commencing at 9:00 a.m. in  
Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania
3. Any party making objections relative the testimony to be provided by any witness in  
the form of a deposition at the time of trial shall submit said objections to the Court,  
in writing, no later than thirty (30) days prior to the commencement of trial. All  
objections shall reference specific page and line numbers within the deposition(s)  
in question along with that party's brief relative same. The opposing party shall  
submit its brief in opposition to said objections no later than fifteen (15) days prior  
to the commencement of trial.
4. Any party filing any Motion or Petition regarding limitation or exclusion of evidence  
or testimony to be presented at time of trial, including but not limited to Motions in  
Limine, shall file the same no more than thirty (30) days prior to the trial date. The  
party's Petition or Motion shall be accompanied by an appropriate brief. The  
responding party thereto shall file its Answer and submit appropriate response brief  
no later than fifteen (15) days prior to trial.

FILED  
03/00/07  
DEC 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts

cc: Atlys:  
Lavelle  
DuBois  
Buckley

BY THE COURT  
FREDRICK J. AMMERMANN  
President Judge

15

**FILED**

DEC 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 12/30/07

- You are responsible for serving all appropriate parties.
- The Prothonotary's office has provided service to the following parties:
- Plaintiff(s)  Plaintiff(s) Attorney  Other
- Defendant(s)  Defendant(s) Attorney  Other
- Special Instructions:

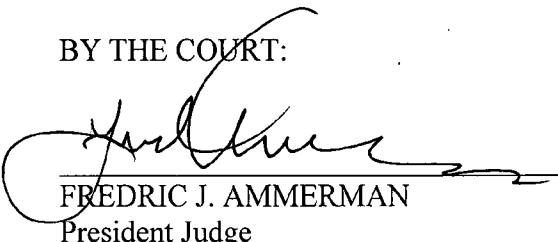
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION

CHERYL A. TAYLOR :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC :  
:

ORDER

AND NOW, this 11<sup>th</sup> day of October, 2007, it is the Order of  
the Court that a pre-trial conference in the above-captioned matter has been  
scheduled for Monday, December 3, 2007 at 9:00 A.M. in Judges Chambers,  
Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED  
09/3/2007  
OCT 11 2007

William A. Shaw  
Prothonotary/Clerk of Courts

cc Atty's:  
Lowelle  
DeBois  
Buckley  
6X  
SAC

**FILED**

OCT 11 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 10/11/07

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

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

CHERYL A. TAYLOR,  
Plaintiff

Vs.

RELIABLE CONSTRUCTION, LLC.  
Defendant

: No. 2006-556-CD

: Type of Pleading:

: Preacipe for Entry of Appearance

: Filed on behalf of:  
DEFENDANT

: Counsel of Record for This Party:

: Jeffrey S. DuBois, Esquire  
Supreme Court No. 62074  
190 West Park Avenue, Suite #5  
DuBois, PA 15801  
(814) 375-5598

FILED 2cc  
01:39 PM SEP 17 2007 Amy DuBois  
Copy to C/A  
William A. Shaw  
Prothonotary/Clerk of Courts  
(60)

(13)

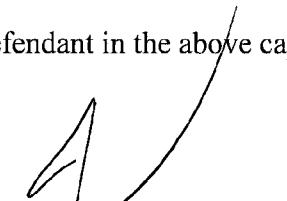
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CHERYL A. TAYLOR, : No. 2006-556-CD  
Plaintiff :  
: Vs.  
: :  
RELIABLE CONSTRUCTION, LLC. :  
Defendant :  
:

**PREACIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

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

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
190 West Park Avenue, Suite #5  
DuBois, PA 15801

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

CHERYL A. TAYLOR,  
Plaintiff  
vs.  
RELIABLE CONSTRUCTION, LLC,  
Defendant

\*  
\*  
\*  
\*

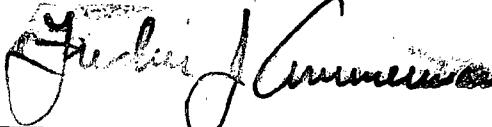
NO. 06-556-CD

ORDER

NOW, this 20<sup>th</sup> day of July, 2007, in consideration of the Defense counsel's illness and resulting unavailability, it is the ORDER of this Court that the above-captioned case be removed from the trial list.

As the case needs to be resolved, the Defendant is directed to determine as soon as possible if it will be required to obtain new counsel or, in the alternative, when Attorney Joseph E. Buckley, Jr., may be available.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
01/12/2007  
JUL 20 2007  
ICCA Atty's:  
Lavelle  
Buckley  
William A. Shaw  
Prothonotary/Clerk of Courts  
812

**FILED**

**JUL 20 2007**

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

DATE: 7/20/07

       You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

       Special Instructions:

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

CHERYL A. TAYLOR  
Plaintiff,

vs.

RELIABLE CONSTRUCTION, LLC  
Defendant.

: Type of Case: Civil  
: No. 06-556-CD  
: Type of Pleading:  
: Objection to Certificate of Readiness  
: Filed on behalf of:  
: Defendant  
: Counsel of Record:  
: Joseph E. Buckley, Jr., Esquire  
: Supreme Court I.D.# 49827  
: Law Offices of Joseph E. Buckley, Jr.  
: 100 Main Street  
: Brookville, PA 15825  
: 814-849-2828

CA  
57057-04  
JUL 18 2007  
Att'y Buckley  
FILED  
William A. Shaw  
Prothonotary/Clerk of Courts  
610  
#11

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL ACTION – LAW

CHERYL A. TAYLOR : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC :  
Defendant. : Type of Pleading:  
: Objection to Certificate of Readiness

**OBJECTION TO CERTIFICATE OF READINESS**

AND NOW comes the Defendant, by and through his attorney, Joseph E. Buckley, Jr., Esquire, and files the following Objection to Certificate of Readiness:

1. Counsel for Defendant has recently become ill, is presently hospitalized and is, therefore, unable to proceed with this case at this time.

WHEREFORE, Defendant objects to the Plaintiff's Certificate of Readiness, requests additional time, and request that an extension of all deadlines scheduled as a result of the filing of the Certificate of Readiness.

Respectfully Submitted,

Date: 7-13-07

*Jina M. Hesse*  
for Joseph E. Buckley, Jr., Esquire  
Supreme Court I.D.# 49827

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

CHERYL A. TAYLOR : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC :  
Defendant. :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing Objection to Certificate of Readiness in the above-entitled action was served on the following via First-class, United States Mail, postage prepaid, on the date set forth below unless otherwise indicated:

Patrick Lavelle, Esquire  
25 East Park Avenue  
Suite 4  
DuBois, PA 15801

Date: 7-16-07

*for* Tina M. Hesse  
Joseph E. Buckley, Jr., Esquire

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

CA

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Cheryl A. Taylor

Case Number: 556-2006 CD

Defendant(s): Reliable Construction, LLC

**FILED**

*11/11/2007*  
*JUL 05 2007*

*cc*  
*Atty*  
*Lavelle*

*11/11/2007*  
William A. Shaw  
Prothonotary/Clerk of Courts

**To the Prothonotary:**

Arbitration Limit:

Type Trial Requested:  Jury  Non-Jury  Arbitration  
Estimated Trial Time: 1.5 days

Jury Demand Filed By: Plaintiff

Date Jury Demand Filed: April 10, 2006

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

Patrick Lavelle  
(Signature)

July 3, 2007

(Date)

For the Plaintiff: Patrick Lavelle, Esq. 814 371 2232 Telephone Number

For the Defendant: Joseph E. Buckley, Jr, Esq. 814 849 1000 Telephone Number

For Additional Defendant: \_\_\_\_\_ Telephone Number

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

Name:	Address:	Suite #	City/State/Zip:
Patrick Lavelle, Esq.	25 E. Park Ave.	4	DuBois, PA 15801
Joseph E. Buckley, Jr	100 Main St.		Brookville, PA
Name:	Address:		15825
Name:	Address:		City/State/Zip:
Name:	Address:		City/State/Zip:
Name:	Address:		City/State/Zip:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

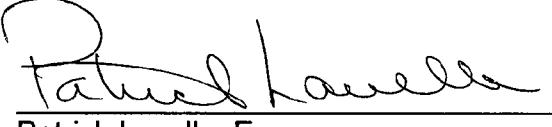
Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that on the 3<sup>rd</sup> day of July, 2007, a copy of the foregoing Certificate of Readiness for Trial was served by mailing a copy of same via first class mail, postage prepaid, to the following:

Joseph E. Buckley Jr., Esq.  
100 Main St.  
Brookville, PA. 15825

Mr. Dan Nelson  
Court Administrator  
Clearfield County Courthouse  
230 Market St.  
Clearfield, PA. 16830

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:**

Response to New Matter, and  
Answer to Counterclaim

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

**JURY TRIAL DEMANDED**

**FILED**

NOV 22 2006  
M 12:50 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**RESPONSE TO NEW MATTER, AND ANSWER TO COUNTERCLAIM**

AND NOW comes the Plaintiff, CHERYL A. TAYLOR, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within state Response to Defendant's New Matter, and Answer to Counterclaim, averments in support of which are set forth as follows:

1. Admitted.
2. Admitted.
3. Paragraph three is denied. Plaintiff at all times dealt with the defendant in good faith.

3a. Subparagraph 3a is denied. Plaintiff did not terminate the Contract, but merely suspended the defendant's performance due to substandard work;

3b. Subparagraph 3b is denied. Plaintiff allowed sufficient time within which defendant was to complete repairs, however defendant failed and/or refused to address the problems identified by the plaintiff;

3c. Subparagraph 3c is denied. Plaintiff avers that she has paid the entirety of the contract price;

3d. Plaintiff is without sufficient knowledge to admit or deny the averments of subparagraph 3d, and they are therefore denied, full proof thereof is therefore demanded at the time of trial. By way of further response, the existence and/or applicability of any sub-contracts existing between the defendant and others are unenforceable as against the plaintiff.

3e. Subparagraph 3e is denied. Plaintiff further incorporates her response as indicated in 3a above, the same as if set forth fully herein.

4. The averments of paragraph 4 are denied. By way of further response it is averred that the plaintiff was incapable of providing the Consent alleged by the defendant, in that plaintiff is without sufficient knowledge of the building contractor and house remodeling trades to the extent that would allow for her valid consent to such un-workmanlike performance on the part of the defendant.

5. The averments of paragraph 5 are denied. Plaintiff further incorporates her response as indicated in 3a above, the same as if set forth fully herein.

6. The averments of paragraph 6 are denied. Plaintiff further incorporates her response as indicated in 3a above, the same as if set forth fully herein. Further, plaintiff denies any knowledge regarding the existence of subcontracts between the defendant and others, and further denies the applicability or enforceability of such contracts against her.

7. The averments of paragraph 7 are denied. By way of further response, plaintiff's allegations of breach of contract and negligent performance occurring

15. Denied. To the contrary, the "Taylor" avers that she has paid the

prior to defendant's attempts to respond to her complaints, would serve to deny the existence of a release of the defendant from his contractual obligations.

Further, the burden of proving the existence of a release, as well as the specific damages that are within it, is on the defendant, and plaintiff therefore demands strict proof thereof at the time of trial.

8. The averments of paragraph 8 are denied. By way of further response, the plaintiff does not possess knowledge of the building or remodeling trades to any extent that she could be held to have voluntarily assumed the risk associated with un-workmanlike or negligent performance of those trades.

9. The averments of paragraph 9 are denied. By way of further response, defendant hereby incorporates her response to subparagraph 3a above, the same as though set forth fully herein.

10. The averments of paragraph 10 are denied. By way of further response, there is no principle of contract law that requires a homeowner to continue to suffer the un-workmanlike and negligent performance of her remodeling contractor, to the detriment of the structural integrity of her home.

11. Admitted, (hereinafter "Reliable").

12. Admitted, (hereinafter "Taylor").

13. Admitted.

14. Denied. To the contrary, the "Reliable" performed in an un-workmanlike and negligent fashion as alleged in "Taylor's" amended complaint, and to date there remains unfinished and or substandard conditions of performance at the work site.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

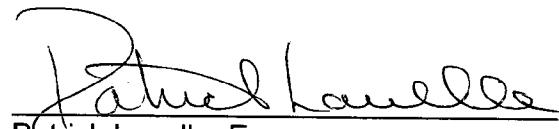
RELIABLE CONSTRUCTION, LLC

Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that on the 7<sup>th</sup> day of November, 2006, a copy of the foregoing Response to New Matter and Answer to Counter Claim was served on the Defendant, Reliable Construction, LLC., by mailing a copy of same via first class mail, postage prepaid, to the following:

Joseph E. Buckley Jr., Esq.  
100 Main St.  
Brookville, PA. 15825

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL ACTION – LAW

CHERYL A. TAYLOR : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC : Type of Pleading:  
Defendant. : Answer to Amended Complaint,  
: New Matter and Counterclaim  
: Filed on behalf of:  
: Defendant  
: Counsel of Record:  
: Joseph E. Buckley, Jr., Esquire  
: Supreme Court I.D.# 49827  
: Law Offices of Joseph E. Buckley, Jr.  
: 100 Main Street  
: Brookville, PA 15825  
: 814-849-2828

FILED  
01-25-2006  
NOV 06 2006  
4CC Def.

William A. Shaw  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL ACTION – LAW

<b>CHERYL A. TAYLOR</b>	:	<b>Type of Case: Civil</b>
<b>Plaintiff,</b>	:	
	:	<b>No. 06-556-CD</b>
<b>vs.</b>	:	
	:	<b>Type of Pleading:</b>
	:	<b>Answer to Amended Complaint,</b>
<b>RELIABLE CONSTRUCTION, LLC</b>	:	<b>New Matter and Counterclaim</b>
<b>Defendant.</b>	:	

**NOTICE TO DEFEND AND CLAIM RIGHTS**

**TO: Cheryl A. Taylor**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take prompt action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney 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 for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641, ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL ACTION – LAW

CHERYL A. TAYLOR : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC : Type of Pleading:  
Defendant. : Answer to Amended Complaint,  
New Matter and Counterclaim

**ANSWER TO AMENDED COMPLAINT, NEW MATTER AND COUNTERCLAIM**

COMES NOW, Reliable Construction, LLC, by and through its lawyer, Joseph E. Buckley, Jr., and files the foregoing Answer, New Matter and Counterclaim as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied and on the contrary, Joseph Andres is an employee of the Defendant.
5. Admitted.
6. Admitted.
7. Denied. Defendant did not sign or date the proposal change.
8. Admitted.
9. Admitted.
10. The consideration to be paid is found in the documents. All else is denied.
11. Denied and on the contrary Plaintiff owes Defendant on the contracts the sum of \$25,500.00.
12. Denied and on the contrary Plaintiff owes Defendant on the contracts the sum of \$25,500.00.
- 
- COUNT I**
13. Defendant incorporates paragraphs 1 – 12 of its answer herein.

14. Denied and on the contrary Defendant performed, to the extent allowed by Plaintiff, it's work according to contract documents.

15. Denied and on the contrary Defendant did not breach its contract with Plaintiff, Plaintiff refused to allow Defendant to complete its contract.

a. Denied and on the contrary:

1. This is a punch list item that Plaintiff refused to allow Defendant to complete.
2. This is a punch list item that Plaintiff refused to allow Defendant to complete.
3. Lightning rod did not need to be replaced.
4. This is a punch list item that Plaintiff refused to allow Defendant to complete.
5. Denied. Plaintiff never complained about this alleged problem.
6. This is a punch list item that Plaintiff refused to allow Defendant to complete.

b. Denied and on the contrary:

1. Denied, due to footer on existing house, turned space into pantry and closet.
2. This is a punch list item that Plaintiff refused to allow Defendant to complete.
3. Denied. Plaintiff never complained about this alleged problem.
4. Plaintiff refused to allow Defendant to use retaining rebar and wire and was warned that the floor would likely crack.
5. Denied. Plaintiff never complained about this alleged problem.
6. Denied. Plaintiff never complained about this alleged problem.
7. Denied. This was not within the scope of work on contracts
8. Denied. Plaintiff never complained about this alleged problem.
9. Denied. Plaintiff never complained about this alleged problem.
10. Denied. Plaintiff, after warning, refused to allow Defendant to install overhead beam. Plaintiff insisted Defendant remove wall, after being warned not to do so.

11. Denied. This was not in contract. Defendant was to side over existing wood. What was installed was done so according to contract.
12. This is a punch list item that Plaintiff refused to allow Defendant to complete.
13. Denied. This was repaired at Defendant's expense.
14. This is a punch list item that Plaintiff refused to allow Defendant to complete.
15. This is a punch list item that Plaintiff refused to allow Defendant to complete.
16. Denied. Plaintiff never complained about this alleged problem.
17. This is a punch list item that Plaintiff refused to allow Defendant to complete.
16. Denied. Defendant did not break its contract in any particular; it prosecuted its work according to contract.

COUNT 2

17. Defendant repeats paragraphs 1 – 16 herein.
18. Denied and on the contrary Defendant did not breach its contract with Plaintiff in any way.
19. Denied.
  - a. Denied, and to the contrary:
    1. Denied.
    2. Denied. The boiler did not leak.
    3. Denied. The boiler was installed properly.
    4. Denied.
  - b. Denied, and to the contrary:
    1. This is a punch list item that Plaintiff refused to allow Defendant to complete.

2. Denied. Plaintiff was told a retaining wall was needed and she refused to allow it to be constructed.

20. Denied.

WHEREFORE, Defendant demands dismissal of Count 2 and Judgment in its favor.

COUNT 3

21. Defendant repeats paragraphs 1 – 20 herein.

22. Denied and on the contrary it was the Plaintiff who breached the contract, not the Defendant.

23. Denied, and to the contrary:

a. Defendant did not fail to properly complete structural and carpentry work:

1. Denied. It was not Defendants obligation under contract to do this work.
2. Denied. This is a punch list item that Plaintiff refused to allow Defendant to complete.
3. Denied. Plaintiff never complained about this.
4. Denied. Plaintiff stopped Defendant from completing this work.

24. Denied.

WHEREFORE, Defendant demands judgment in its favor.

COUNT 4

25. Defendant repeats paragraphs 1 – 24 herein.

26. This paragraph pleads law, not facts, and an answer is not required. In the event the court determines that an answer is required the paragraph is denied because the code does not apply to this project and the parties agreed in the contract what standard was to be used.

27. Denied, Defendant did not breach its duty under the contract in any respect, any duty was contracted in nature, subject to the good faith of the parties and the duties imposed on them by law, it was Plaintiff who breached the contract.

a. Denied, and to the contrary Defendant repeats herein paragraph answers: 15 a.) 1.) – 6.);  
15. b.) 1.) – 17.); 19. a.) 1.) – 4.) and 19. b.) 1 – 2 and p. 23 a.) 1.) – 4.) in answer to  
paragraph 27 and its sub-parts.

28. Denied. Defendant did not breach his contract or a duty to Plaintiff.

29. Denied. Strict proof of Plaintiff is demanded.

**WHEREFORE**, your Defendant demands judgment in its favor.

**NEW MATTER**

1. Plaintiff entered into contract with Defendant for the construction of various improvements to her dwelling.
2. Plaintiff is under a duty to deal with Defendant in good faith.
3. Plaintiff failed to deal in good faith by:
  - a. Terminating the contract before Defendant completed the punch list.
  - b. Failing to allow Defendant to make timely repairs before the end of the contract.
  - c. Failing to pay Defendant for the work it completed.
  - d. Insisting on changes that interfered with Defendants contract with sub-contractors.
  - e. Denying access to the worksite to Defendant and its sub-contractors.

**WHEREFORE**, Defendant demands judgment in its favor.

**CONSENT**

4. Plaintiff consented to the result of work by insisting, after warning, to the work. Plaintiff knew that the basement would crack without wire or rebar and insisted it be poured as it was; she knew that by removing a retaining wall the floor would likely sag and she knew the side walks needed a retaining wall and refused to pay for one. She knew that Defendant had prepared a punch list and was in the process of completing the same when she denied Defendant and his sub-contractors access to the worksite thus not allowing Defendant to complete.

**WHEREFORE**, Defendant demands judgment in its favor.

IMPOSSIBILITY OF PERFORMANCE

5. Plaintiff interfered with Defendants prosecution of performance by locking out it and its employees, agents and sub-contractors from the job site thus rendering Defendant's ability to complete the contract impossible.

INTERFERENCE WITH CONTRACT

6. Plaintiff knew the Defendant contracted with a sub-contractor to prosecute the contract on her house. Plaintiff interfered with the prosecution of works by hindering the efforts of the laborers by denying access to the worksite.

RELEASE

7. By blocking access to Defendant and its sub-contractors to the work site Plaintiff released Defendant from its contract obligations.

WHEREFORE, Defendant demands judgment in its favor.

ASSUMPTION OF THE RISK

8. Plaintiff assumed the risk of unsatisfactory construction results by refusing to take the advise of Defendant and his sub-contractors and in particular to the facts in paragraph 4 of "New Matter".

ACCORD AND SATISFACTION

9. Plaintiff conducted a "punch list" inspection and approved the work. Plaintiff then refused to allow Defendant to cure the punch list items, which result in satisfaction of the terms of the contract.

FAILURE TO ALLOW CURE

10. Under principles of contract law Defendant is entitled to cure defects in the works. Plaintiff refused to allow Defendant to cure the works thus breaching the contract and releasing the Defendant from further obligation.

COUNTERCLAIM

11. Plaintiff is Reliable Construction, LLC.
12. Defendant is Cheryl A. Taylor.
13. Plaintiff and Defendant entered into a series of construction contracts found at exhibits 1, 3, 4, and 5 of the Amended Complaint, which is incorporated by reference herein.
14. Plaintiff performed its obligations under the terms of the contracts.
15. Defendant failed to pay the sum of \$25,500.00 still due and owing to Plaintiff after demand.
16. Paragraphs 1, 2, 3, 4, 5, 6, 8, and 9 of the Amended Complaint are incorporated herein.

WHEREFORE, Counterclaim Plaintiff demands judgment against Cheryl A. Taylor, Defendant in the amount of \$25,500.00 plus interest and costs of suit.

Date: 11-06-06

Respectfully Submitted,

Joseph E. Buckley, Jr., Esquire  
Supreme Court I.D. # 49827

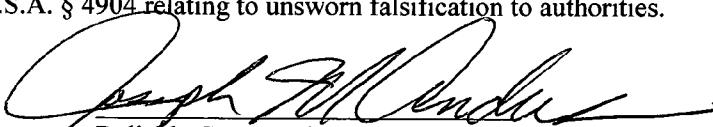
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
CIVIL ACTION – LAW

CHERYL A. TAYLOR : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC : Type of Pleading:  
Defendant. : Answer to Amended Complaint,  
New Matter and Counterclaim

VERIFICATION

I, Reliable Construction, LLC, the Defendant in the above-captioned action, do verify that the statements made in the within Answer to Amended Complaint, New Matter and Counterclaim are true and correct to the best of our knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

Dated: 11-06-06



Joseph J. Anderson  
Reliable Construction, LLC

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

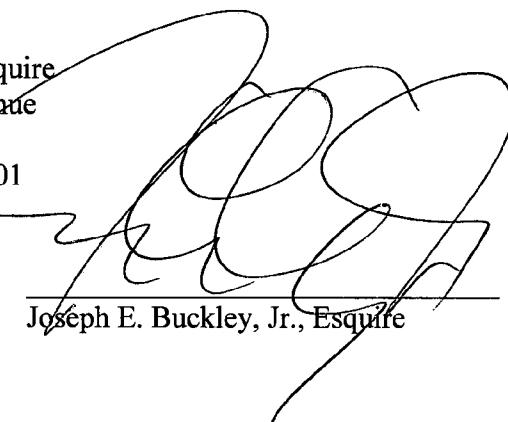
CHERYL A. TAYLOR : Type of Case: Civil  
Plaintiff, :  
: No. 06-556-CD  
vs. :  
: Type of Pleading:  
RELIABLE CONSTRUCTION, LLC : Answer to Amended Complaint,  
Defendant. : New Matter and Counterclaim

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct filed copy of the foregoing Answer to Amended Complaint, New Matter and Counterclaim in the above-entitled action was served on the following via First-class, United States Mail, postage prepaid, on the date set forth below unless otherwise indicated:

Patrick Lavelle, Esquire  
25 East Park Avenue  
Suite 4  
DuBois, PA 15801

Date: 11-06-06

  
Joseph E. Buckley, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:**  
Amended Complaint

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

**JURY TRIAL DEMANDED**

**FILED**

OCT 10 2006

ml 11:50/w

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Mail



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

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. 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA. 16830  
(814) 765-2641, Ext. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**COMPLAINT**

AND NOW comes the Plaintiff, CHERYL A. TAYLOR, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within state Complaint, the facts in support of which are set forth as follows:

1. The plaintiff, CHERYL A. TAYLOR, is an adult individual, *sui juris*, who resides at 3943 Chestnut Grove Highway, Grampian, Clearfield County, PA. 16838.
2. At all times material to this complaint, the plaintiff was the owner of the real property located at 3943 Chestnut Grove Highway, Grampian, Clearfield County, PA. 16838.
3. The defendant, RELIABLE CONSTRUCTION, LLC, is a Limited Liability Company, registered in the Commonwealth of Pennsylvania as entity Number 3195296, which is engaged in the business of home remodeling and

construction, with its principal office located at 153 Treasure Lake, DuBois, Clearfield County, PA. 15801.

4. At all times material to this complaint, Mr. Joseph Andres, 153 Treasure Lake, DuBois, Clearfield County, PA. 15801, was a member, manager, member/manager or agent of the defendant, Reliable Construction, LLC.

5. At all times material to this complaint, the aforementioned Joseph Andres was authorized to act on behalf of the defendant with regards to contracting with customers in furtherance of the stated business of the defendant.

6. On or about April 20, 2005, the defendant entered into a Contract with the plaintiff to perform construction work at the plaintiff's home located at 3943 Chestnut Grove Hwy., Grampian, PA. 16838. (*Copy of accepted proposal is hereby incorporated by reference as though set forth fully herein, and is attached and marked as Plaintiff's Exhibit #1*).

7. On or about May 18, 2005 the defendant and the plaintiff agreed to a limited modification of the April 20, 2005 Contract with regard to the bathroom design at the plaintiff's home. (*Copy of accepted modification is hereby incorporated by reference as though set forth fully herein, and is attached and marked as Plaintiff's Exhibit #2*).

8. On or about May 25, 2005, the defendant entered into a second Contract with the plaintiff to perform construction work at the plaintiff's home located at 3943 Chestnut Grove Hwy., Grampian, PA. 16838. (*Copy of*

*accepted proposal is hereby incorporated by reference as though set forth fully herein, and is attached and marked as Plaintiff's Exhibit #3).*

9. On or about June 28, 2005, the defendant entered into a third Contract with the plaintiff to perform construction work at the plaintiff's home located at 3943 Chestnut Grove Hgwy., Grampian, PA. 16838. *(Copy of accepted proposal attached and marked as Plaintiff's Exhibit #4).*

10. The stated consideration in support of the aforementioned contracts to be paid to the defendant by the plaintiff was in excess of \$150,000.00.

11. The total amount paid to the defendant by the plaintiff on all of the aforementioned contracts was \$ 103,490.00.

12. Defendant has acknowledged receipt of total payments due on all of the aforementioned contracts as evidenced by his Invoice #3006, dated June 28, 2005. *(Copy of Invoice #3006 is incorporated by reference as though set forth fully herein, is attached hereto and marked as Plaintiff's Exhibit #5).*

**COUNT No. 1**

**BREACH OF CONTRACT**

Cheryl A. Taylor

v.

Reliable Construction LLC

13. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

14. Plaintiff asserts that the defendant has breached the April 20, 2005 Contract with the plaintiff by failing to perform the contracted work in a workmanlike manner, and/or failing to perform to the extent required by the

approved plans which were made part of all of the contracts related to the construction project.

15. Plaintiff specifically asserts that the defendant's performance under the April 20, 2005 Contract constitutes a breach of that contract in the following particulars;

a.) Defendant failed to properly complete the electrical work associated with the project to wit:

- 1.) Exposed wiring is sticking out through the siding on the deck;
- 2.) Electrical Outlets were left uncovered;
- 3.) Lightning Rod was not replaced;
- 4.) Lighting Fixtures were not properly installed in the new bedroom and the stairway hall on the 2<sup>nd</sup> floor;
- 5.) Lighting fixtures were not properly installed in the new addition;
- 6.) Failed to install or re-install light switches for the outside lights.

b.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

- 1.) Failed to integrate the new addition with the existing structure, leaving a two foot gap between the old house and the new addition;
- 2.) Failed to finish the stairways leading to the basement and the upstairs;
- 3.) Failed to properly install and seal the new windows;
- 4.) Failed to properly install the new concrete basement floor, thus allowing for cracks to form in the floor;

- 5.) Failed to finish the new closets, and failed to properly install the closet doors;
- 6.) Failed to install proper venting for appliances;
- 7.) Failed to install medicine cabinets in any of the bathrooms;
- 8.) Failed to properly install the sliding glass doors;
- 9.) Failed to properly install interior doors;
- 10.) Failed to provide proper structural support upon the removal of a load bearing wall in the second floor bedroom, causing the entire house to sag, the outside walls to bulge, and thus seriously undermining the structural stability of the house;
- 11.) Failed to properly install the siding and the soffit & fascia on the exterior of the house, installing same without properly addressing the existence of rotted wood, and failing to correctly install the siding leaving areas of loose siding sticking out from the house;
- 12.) Failed to properly install and/or support the built-in bench in the entry way;
- 13.) Failed to properly install the French drains, utilizing sub-standard piping, failing to connect the downspouts to the drains, failing to provide for adequate water flow through the drains, and failing to properly backfill the excavations;
- 14.) Failed to properly install the stair rail and the railing on the second floor landing, as numerous spindles in the railing are installed upside down;
- 15.) Failed to complete the drywall work in the stairway, leaving a hole in the ceiling in the stairway;
- 16.) Failed to properly install the bathroom fixtures, leaving the shower in the second floor unusable due to leaks which flowed through kitchen ceiling, leaks in the first floor bathroom, and bathroom faucets which cause excessive noise when they are turned on;

17.) Failed to properly clean up the property upon completion, leaving dirt piles from excavations in the yard, bricks and other unused construction supplies and refuse laying in the yard, leaving dirt piles from support excavations on the basement floor.

16. Due to the defendant's breach, the plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused by the defendant's breach of his contract.

WHEREFORE the plaintiff seeks judgment for compensatory, expectation, and consequential damages in an amount in excess of the amount which would implicate the rules providing for mandatory arbitration.

**COUNT No. 2**

**BREACH OF CONTRACT**  
**Cheryl A. Taylor**  
**v.**  
**Reliable Construction LLC**

17. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

18. Plaintiff asserts that the defendant has breached the May 25, 2005 Contract with the plaintiff by failing to perform to the extent required by that contract.

19. Plaintiff specifically asserts that the defendant's performance under the May 25, 2005 Contract constitutes a breach of that contract in the following particulars;

a.) the defendant failed to properly complete the heating and plumbing project associated with the project to wit:

- 1.) Defendant failed to properly install the plumbing associated the installation of the new boiler, when he removed the new copper pipes and replaced same with a synthetic (plastic or pvc) pipe;
- 2.) Failed to properly install the new boiler causing the boiler to leak water;
- 3.) Failed to properly install the new boiler by incorrectly installing the fuel line, requiring another contractor to repair same;
- 4.) Failed to reinstall or otherwise integrate the existing hot water heater with the new boiler causing excessive fuel costs associated with maintaining domestic hot water.

b.) the defendant failed to properly complete the concrete sidewalk work associated with the project to wit:

- 1.) The concrete sidewalk bed was not properly prepared in that the defendant failed to dig out the path to allow for a sidewalk that was grade level;
- 2.) The concrete sidewalk was poured on top of the ground creating a mound effect which channels water away from the sidewalk creating a pool of water at the foundation of the house allowing for seepage into the house.

20. Due to the defendant's breach, the Plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused the defendant's breach of his contract.

WHEREFORE the plaintiff seeks judgment for compensatory, expectation, and consequential damages in an amount in excess of the amount which would implicate the rules providing for mandatory arbitration.

COUNT No. 3

**BREACH OF CONTRACT**

**Cheryl A. Taylor**

**v.**

**Reliable Construction LLC**

21. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

22. Plaintiff asserts that the defendant has breached the June 28, 2005 Contract with the plaintiff by failing to perform to the extent required by that contract.

23. Plaintiff specifically asserts that the defendant's performance under the June 28, 2005 Contract constitutes a breach of that contract in the following particulars;

a.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

- 1.) Failed to properly support and finish the kitchen floor, creating a floor that sags, and squeaks when it is walked on;
- 2.) Failed to properly install and support the deck by basing the upright supports too shallow and by failing to ensure their stability by setting them in a concrete base.
- 3.) Failed to properly install the deck such that the water run off from above is allowed to collect on the deck;
- 4.) Failed to complete the work by failing to paint the ceilings in the living room area.

24. Due to the defendant's breach the Plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused by the defendant's breach of his contract.

WHEREFORE the plaintiff seeks judgment for compensatory, expectation and consequential damages in an amount in excess of the amount which would implicate the rules providing for mandatory arbitration.

**COUNT No. 4**

**NEGLIGENCE**  
**Cheryl A. Taylor**

**v.**  
**Reliable Construction LLC**

25. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

26. At all times material to this case, the defendant had an affirmative duty to perform in conformance with accepted standards of good and competent workmanship and in conformance with all requirements imposed upon such contractors by the Pennsylvania Construction Code Act, 35 P.S. § 7210.101 et seq., and the rules and regulations adopted thereunder and set forth at 34 Pa. Code, Chapter 401.

27. Defendant breached the duty of performing in a good and workman like manner in the following respects:

a.) Defendant failed to properly complete the electrical work associated with the project to wit:

- 1.) Exposed wiring is sticking out through the siding on the deck;
- 2.) Electrical Outlets were left uncovered;
- 3.) Lightning Rod was not replaced;

- 4.) Lighting Fixtures were not properly installed in the new bedroom and the stairway hall on the 2<sup>nd</sup> floor;
- 5.) Lighting fixtures were not properly installed in the new addition;
- 6.) Failed to install/re-install light switches for the outside lights.

b.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

- 1.) Failed to integrate the new addition with the existing structure, leaving a two foot gap between the old house and the new addition;
- 2.) Failed to finish the stairways leading to the basement and the upstairs;
- 3.) Failed to properly install and seal the new windows;
- 4.) Failed to properly install the new concrete basement floor, thus allowing for cracks to form in the floor;
- 5.) Failed to finish the new closets, and failed to properly install the closet doors;
- 6.) Failed to install proper venting for appliances;
- 7.) Failed to install medicine cabinets in any of the bathrooms;
- 8.) Failed to properly install the sliding glass doors;
- 9.) Failed to properly install interior doors;
- 10.) Failed to provide proper structural support upon the removal of a load bearing wall in the second floor bedroom, causing the entire house to sag, the outside walls to bulge, and thus seriously undermining the structural stability of the house;

- 11.) Failed to properly install the siding and the soffit & fascia on the exterior of the house, installing same without properly addressing the existence of rotted wood, and failing to correctly install the siding leaving areas of loose siding sticking out from the house;
- 12.) Failed to properly install and/or support the built-in bench in the entry way;
- 13.) Failed to properly install the French drains, utilizing sub-standard piping, failing to connect the downspouts to the drains, failing to provide for adequate water flow through the drains, and failing to properly backfill the excavations;
- 14.) Failed to properly install the stair rail and the railing on the second floor landing, as numerous spindles in the railing are installed upside down;
- 15.) Failed to complete the drywall work in the stairway, leaving a hole in the ceiling in the stairway;
- 16.) Failed to properly install the bathroom fixtures, leaving the shower in the second floor unusable due to leaks which flowed through kitchen ceiling, leaks in the first floor bathroom, and bathroom faucets which cause excessive noise when they are turned on;
- 17.) Failed to properly clean up the property upon completion, leaving dirt piles from excavations in the yard, bricks and other unused construction supplies and refuse laying in the yard, leaving dirt piles from support excavations on the basement floor.

c.) the defendant failed to properly complete the heating and plumbing project associated with the project to wit:

- 1.) Defendant failed to properly install the plumbing associated the installation of the new boiler, when he removed the new copper pipes and replaced same with a synthetic (plastic or pvc) pipe;
- 2.) Failed to properly install the new boiler causing the boiler to leak water;

- 3.) Failed to properly install the new boiler by incorrectly installing the fuel line, requiring another contractor to repair same;
- 4.) Failed to reinstall or otherwise integrate the existing hot water heater with the new boiler causing excessive fuel costs associated with maintaining domestic hot water.

d.) the defendant failed to properly complete the concrete sidewalk work associated with the project to wit:

- 1.) The concrete sidewalk bed was not properly prepared in that the defendant failed to dig out the path to allow for a sidewalk that was grade level;
- 2.) The concrete sidewalk was poured on top of the ground creating a mound effect which channels water away from the sidewalk creating a pool of water at the foundation of the house allowing for seepage into the house.

e.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

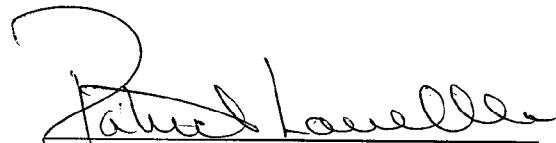
- 1.) Failed to properly support and finish the kitchen floor, creating a floor that sags, and squeaks when it is walked on;
- 2.) Failed to properly install and support the deck by basing the upright supports too shallow and by failing to ensure their stability by setting them in a concrete base.
- 3.) Failed to properly install the deck such that the water run off from above is allowed to collect on the deck;
- 4.) Failed to complete the work by failing to paint the ceilings in the living room area.

28. Due to the defendant's breach the Plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused by the defendant's breach of his contract.

29. As a result of the breach of the plaintiff, the defendant has endured significant inconvenience and substantial alarm over the lack of structural stability in her home caused by the conduct of the plaintiff.

WHEREFORE the plaintiff seeks compensatory damages in an amount in excess of the statutory limit requiring mandatory arbitration.

RESPECTFULLY SUBMITTED



Patrick Lavelle, Esq.  
Counsel for the Plaintiff

JURY TRIAL DEMANDED

VERIFICATION

I, Cheryl A. Taylor, the plaintiff in this action, do hereby verify that all of the foregoing facts set forth in the Complaint are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. § 4904 (*Unsworn Falsification to Authorities*).

Cheryl A Taylor  
Cheryl A. Taylor

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

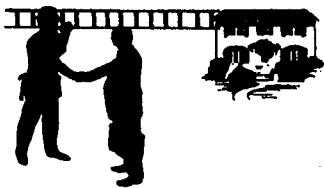
**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of OCTOBER, 2006, a copy of the foregoing Amended Complaint was served on the plaintiff by mailing a copy of same via first class mail, postage prepaid, to the following:

Joseph E. Buckley Jr., Esq.  
100 Main St.  
Brookville, PA. 15825

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

# Proposal



## Reliable Construction Building and Remodeling Services, LLC.

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

1781

PROPOSAL SUBMITTED TO ("OWNER") <i>Cheryl Taylor</i>		PHONE <i>583-7975</i>	DATE <i>4/18/05</i>
STREET <i>3943 Chestnut Drive</i>		JOB NUMBER <i>Taylor - 00</i>	
CITY, STATE and ZIP CODE <i>Franklin Pa 16838</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

- 1) Remove existing 15'6" x 14' room on second floor with bathroom
- 2) Install 2' walls with new trusses and reinstall bathroom.
- 3) Have plans drawn up by Architect which have been submitted and approved by customer
- 4) Obtain building permit and erect additions to approved plans. pages 1 thru 3 dated 4-3-05

*59,095 down CL # 05/07 38,500 + 50,595.00*

PLAINTIFF'S  
EXHIBIT  
**1**

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

*One Hundred Eighteen Thousand One Ninety 118,190.00*  
Payment to be made as follows:  
*59,095 down with progressive payments on work completed*

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

Authorized  
Signature

*Joseph St Andrews*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance *4/20/05*

Signature

*Cheryl A Taylor*

Signature

## ADDITIONAL WORK AUTHORIZATION

## RELIABLE CONSTRUCTION SERVICES

15G Treasure Lake  
PUBS. PA. (1580)  
1-800-628-8311

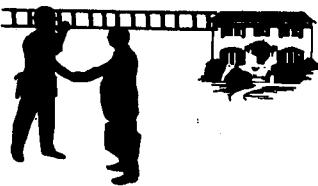
Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 5/1/2011 Authorizing Signature John Doe (OR NEAR SIGNATURE)

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

NOTE: This RevApp does not conform to the requirements of the existing contract.



## Reliable Construction

Building and Remodeling Services, LLC.

1889

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

PROPOSAL SUBMITTED TO ("OWNER")

Cheryl Taylor

STREET

3943 Chestnut Lane

CITY, STATE and ZIP CODE

Champion, PA 16838

ARCHITECT

PHONE

583-7975

DATE

5/25/05

JOB NUMBER

Taylor - 002

JOB LOCATION

DATE OF PLANS

JOB PHONE

We hereby submit specifications and estimates for:

- 1) Replace existing boiler with new one.
- 2) Run 4 zones of heating.
- 3) Heat floor in basement and first floor of new addition.
- 4) Install a 3' wide sidewalk from front porch to driveway to garage.

9950.00 down CT# 1110 5/25/05



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

Nineteen Thousand Nine Hundred 00 dollars (\$ 19,900.00).

Payment to be made as follows:

9950.00 Down 4975.00 upon half completion and 4975.00 upon completion.

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

Authorized  
Signature

Joseph M. Cendres

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Cheryl A Taylor

Signature

Date of Acceptance 5/25/05

19000869



## **Reliable Construction Building and Remodeling Services, LLC**

1890

153 Treasure Lake  
DuBois, PA 15801  
814-377-7910

**PLAINTIFF'S  
EXHIBIT**

4

10x. Propose to furnish material and labor complete in accordance with the above specification.

Bayesian classification survey

卷之三

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

**Acceptance of Proposal:** The above document and its conditions and conditions are hereby accepted. Your organization is hereby accepted to do the work as specified. Payment will be made as per the terms.

Signature

Date of Access: 10/10/2017 10:10:41 AM

### Signature

INVOICE

3006



## Reliable Construction

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

CUSTOMER

Taylor

DATE

6/28/65

YOUR

ORDER NO.

OUR

ORDER NO.

SOLD TO:

Cheryl Taylor  
3943 Chestnut Drive  
Champain

SHIP TO:

F.O.B.

TERMS

DATE SHIPPED

SHIPPED VIA

SALESMAN

ORDERED	SHIPPED	DESCRIPTION	PRICE	PER	AMOUNT
		Balance on original contract			23,905
		Balance of Heating contract			169.00
		Payment in Full contract			13,990
		CT# 1114			4,389.50
		Thank you for your business!			

PLAINTIFF'S  
EXHIBIT

5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

:

VS.

: NO. 06-556-CD

RELIABLE CONSTRUCTION, LLC

:

O R D E R

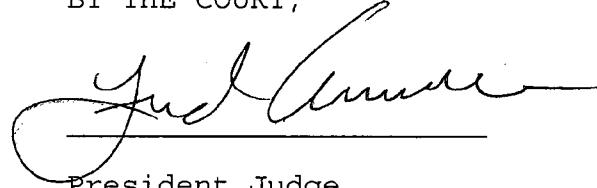
AND NOW, this 18th day of September, 2006, following argument on the Defendant's Preliminary Objections, it is the ORDER of this Court as follows:

1. The Preliminary Objections set forth in Paragraphs 1, 2 and 3 are hereby dismissed.

2. Preliminary Objections as set forth in Paragraphs 4, 5, 6 and 7 are granted to the extent that the Court, with the agreement of the Plaintiff, hereby strikes the words "inter alia" from Paragraphs 15, 19, 23 and 27 of the Plaintiff's Complaint.

3. Preliminary Objection 8 is granted in that the Plaintiff shall have no more than twenty (20) days from this date in which to file an Amended Complaint specifically setting forth what applicable building, construction, plumbing or electrical codes are applicable to this case.

BY THE COURT,

  
\_\_\_\_\_  
President Judge

FILED  
09-18-06  
SEP 21 2006

2cc  
Attns: Lavelle  
Buckley

William A. Shaw  
Prothonotary/Clerk of Courts

6K

(X10)

**FILED**

SEP 21 2006

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: September

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:

4A

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

**CHERYL A. TAYLOR** : **Type of Case: Civil**  
**Plaintiff,** :  
vs. : **No. 06-556-CD**  
**RELIABLE CONSTRUCTION, LLC** :  
**Defendant.** : **Type of Pleading:**  
: **Motion for Continuance**  
: **Filed on behalf of:**  
: **Defendant**  
: **Counsel of Record:**  
: **Joseph E. Buckley, Jr., Esquire**  
: **Supreme Court I.D.# 49827**  
: **Law Offices of Joseph E. Buckley, Jr.**  
: **100 Main Street**  
: **Brookville, PA 15825**  
: **814-849-2828**

**FILED**

JUL 24 2006

11:50 AM  
William A. Shaw

Prothonotary/Clerk of Courts

1 CEN T 6  
ATTY

65

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

**CHERYL A. TAYLOR** : **Type of Case: Civil**  
**Plaintiff,** :  
  
**vs.** :  
  
**RELIABLE CONSTRUCTION, LLC** : **Type of Pleading:**  
**Defendant.** : **Motion for Continuance**

## **ORDER**

AND NOW, on this 27 day of July 2006, upon consideration of the Motion for Continuance filed by Joseph E. Buckley, Jr., Counsel for the Defendant, and for good cause having been shown, it is the

**ORDER** of this Court that the Motion for Continuance is granted and the hearing scheduled on Defendant's Preliminary Objections is continued from August 23, 2006 at 2:30 p.m. to the 18<sup>th</sup> day of September, 2006 at 9:00 o'clock, A .m. in Courtroom 1 of the Clearfield County Courthouse, 230 East Market Street, Clearfield, Pennsylvania.

**By the Court:**

Paul J. Kinsler P.J.

FILED 1CC  
01/27/2006 Atty Buckley  
JUL 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

25

DATE: 7/27/2006

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:

**FILED**

JUL 27 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

CHERYL A. TAYLOR : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC :  
Defendant. : Type of Pleading:  
: Motion for Continuance

**MOTION FOR CONTINUANCE**

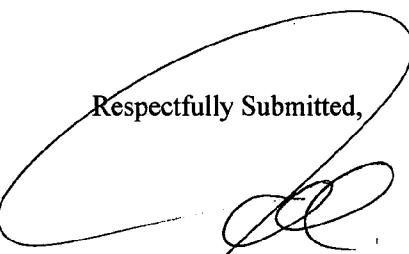
AND NOW, come the Defendant, Joseph Andres d/b/a Reliable Construction, LLC, by and through his Attorney Joseph E. Buckley, Jr., by way of Motion for Continuance, and says:

1. Preliminary Objections to the Plaintiffs' Complaint were filed on June 30, 2006.
2. A hearing on said objections has been scheduled for August 23, 2006 at 2:30 p.m.
3. Counsel for Defendant has previous travel arrangements and will be out of the country from August 9, 2006 until August 29, 2006. A copy of the Fun Pass, Itinerary and Electronic Ticket receipts are attached hereto, incorporated herein by reference and labeled Exhibit "A".
4. Attorney Patrick Lavelle has been contacted and consents to this Motion for Continuance. A signed letter is attached hereto, incorporated herein by reference and labeled Exhibit "B".

WHEREFORE, your Defendant respectfully requests a continuance of this matter to a mutually convenient time in the near future.

Date: 7-21-06

Respectfully Submitted,

  
Joseph E. Buckley, Jr., Esquire  
Supreme Court I.D.# 49827



Status      Complete

Booking #: 1K70Z0

Ship Name: Carnival Liberty

Departure: 08/11/2006

Guest 1: Joseph Buckley

Guest 2: Felicidad Buckley

Guest 3: William Buckley

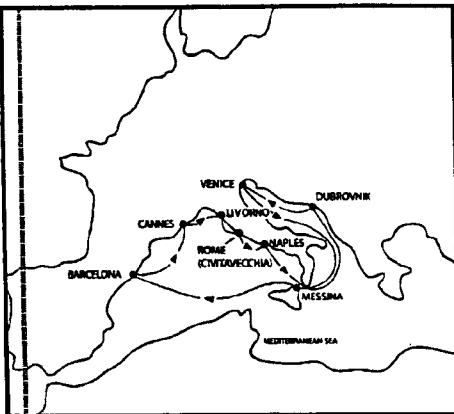
Guest 4: Robert Buckley

Please keep this pass with your travel documents and have it upon arrival at the cruise terminal.

**Carnival.**  
12 DAY GRAND MEDITERRANEAN VOYAGE

DAY	PORT	ARRIVE	DEPART
FRI	CIVITAVECCHIA, ITALY		7:00 PM
SAT	NAPLES, ITALY	7:00 AM	6:00 PM
SUN	FUN DAY AT SEA		
MON	DUBROVNIK, CROATIA	7:00 AM	7:00 PM
TUE	VENICE, ITALY *	2:00 PM	
WED	VENICE, ITALY	5:00 PM	
THU	FUN DAY AT SEA		
FRI	MESSINA, SICILY, ITALY	7:00 AM	5:00 PM
SAT	FUN DAY AT SEA		
SUN	BARCELONA, SPAIN	7:00 AM	5:00 PM
MON	CANNES, FRANCE	9:00 AM	8:00 PM
TUE	LIVORNO, ITALY	7:00 AM	7:00 PM
WED	CIVITAVECCHIA, ITALY	8:00 AM	

\* Overnight aboard ship



EXHIBIT

A

tabloid

**Electronic ticket receipt**

Print

/\$

ALITALIA  
CF 00476680582 PI 00903301000

## ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/JOSEPH

RESERVATION FILE REFERENCE NUMBER: AZ LL7HXM  
ETKT NUMBER: 0552164870771

FROM/TO	FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR	AZ0645	09AUG	1725	OK	I PC2
ROME	FCO					
ROME	FCO	AZ0644	24AUG	0955	OK	I PC2
NEWARK	EWR					

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXXXXX3924

FARE: USD 2493.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	26.30	FX

TOTAL: USD 2692.70

## FARE CALCULATION:

NYC AZ ROM M1246.50IHRTUSS AZ EWR//NYC M1246.50IHRTUS8NUC2493.0  
OEND ROE1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60E  
X 2.30VT 26.30FX XF EWR4.50

## ENDORSEMENTS/RESTRICTIONS:

BUSINESS RESTRICTED/NONEND

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

&gt;+





## Electronic ticket receipt

Print

/\$ ALITALIA  
CF 00476680582 PI 00903301000

## ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/FELICIDAD

RESERVATION FILE REFERENCE NUMBER: AZ LKGWDI  
ETKT NUMBER: 0552164870755

FROM/TO	FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR	AZ0645	09AUG	1725	OK	S PC2
ROME	FCO					
ROME	FCO	AZ0644	24AUG	0955	OK	S PC2
NEWARK	EWR					

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXXXXX3924

FARE: USD 949.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	26.30	FX

TOTAL: USD 1148.70

## FARE CALCULATION:

NYC AZ ROM M474.50SHNR5 AZ EWR//NYC M474.50SHNR5NUC949.00END RO  
 E1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60EX 2.30  
 VT 26.30FX XF EWR4.50

ENDORSEMENTS/RESTRICTIONS:  
NON-REF SAPEXNON-ENDORS/AZ ONLY

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

>+  
/\$ ALITALIA  
CF 00476680582 PI 00903301000

## ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/ROBERT

RESERVATION FILE REFERENCE NUMBER: AZ LKGWDI  
ETKT NUMBER: 0552164870756

FROM/TO	FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR	AZ0645	09AUG	1725	OK	S PC2
ROME	FCO					
ROME	FCO	AZ0644	24AUG	0955	OK	S PC2
NEWARK	EWR					

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXXXXX3924

FARE: USD 949.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	26.30	FX

TOTAL: USD 1148.70

FARE CALCULATION:

NYC AZ ROM M474.50SHNR5 AZ EWR//NYC M474.50SHNR5NUC949.00END RO  
 E1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60EX 2.30  
 VT 26.30FX XF EWR4.50

ENDORSEMENTS/RESTRICTIONS:

NON-REF SAPEXNON-ENDORS/AZ ONLY

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

>+

/S

ALITALIA  
 CF 00476680582 PI 00903301000

ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/WILLIAM

RESERVATION FILE REFERENCE NUMBER: AZ LKGWDI  
 ETKT NUMBER: 0552164870757

FROM/TO		FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR	AZ0645	09AUG	1725	OK	S	PC2
ROME	FCO						
ROME	FCO	AZ0644	24AUG	0955	OK	S	PC2
NEWARK	EWR						

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXXXXX3924

FARE: USD 949.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	21.70	FX

TOTAL: USD 1144.10

FARE CALCULATION:

NYC AZ ROM M474.50SHNR5 AZ EWR//NYC M474.50SHNR5NUC949.00END RO  
 E1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60EX 2.30  
 VT 21.70FX XF EWR4.50

ENDORSEMENTS/RESTRICTIONS:

NON-REF SAPEXNON-ENDORS/AZ ONLY

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

21 JUL 2006

**Patrick Lavelle**  
Attorney and Counselor at Law

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

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

July 20, 2006

Joseph e Buckley, JR  
100 Main St.  
Brookville, PA 15825

Re: Taylor v. Reliable Construction, LLC  
Case No. 556-2006-CD

Dear Joe:

I am in receipt of your correspondence of July 5, 2006, and have subsequently spoken to your office regarding your unavailability for the hearing scheduled on August 23, 2006, regarding your preliminary objections.

I have no objections to your seeking a continuance in the matter. I would only ask that your request for a continuance include a request to the court to reschedule at their earliest convenience.

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

Sincerely,



Patrick Lavelle, Esq.

PL/lc



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

**CHERYL A. TAYLOR** : **Type of Case: Civil**  
**Plaintiff,** :  
  
**vs.** :  
  
**RELIABLE CONSTRUCTION, LLC** : **Type of Pleading:**  
**Defendant.** : **Motion for Continuance**

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct filed copy of the foregoing Motion for  
Continuance in the above-entitled action was served on the following via First-class, United States  
Mail, postage prepaid, on the date set forth below unless otherwise indicated: 

Patrick Lavelle, Esquire  
25 East Park Avenue  
Suite 4  
DuBois, PA 15801

Date: 7-21-06

Joseph E. Buckley, Jr., Esquire

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

CHERYL A. TAYLOR  
Plaintiff

vs.

RELIABLE CONSTRUCTION, LLC  
Defendant.

: Type of Case: Civil  
: No. 06-556-CD  
: Type of Pleading:  
: Preliminary Objections  
: Filed on Behalf of Defendant  
:  
: Counsel of Record for This Party  
: The Law Offices of Joseph E. Buckley, Jr.  
: 100 Main Street  
: Brookville, PA 15825-1213  
: (814) 849-2828  
: JOSEPH E. BUCKLEY, JR.  
: I.D. No: 49827

FILED

JUN 30 2006

12:25 PM

William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Ayn

14

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

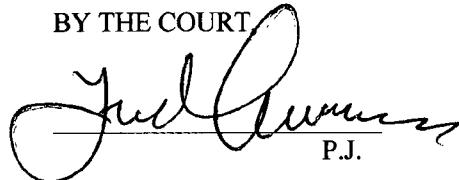
CHERYL A. TAYLOR, : Type of Case: Civil  
Plaintiff, : No. 06-556-CD  
vs. :  
RELIABLE CONSTRUCTION, LLC : Type of Pleading:  
Defendant. : Preliminary Objections

**ORDER**

AND NOW, this 30 day of June, 2006, the Court having received Defendant's Preliminary Objections in the above case, and for good cause having been shown, it is

SO ORDERED that Hearing on said Motion shall be conducted on the 23<sup>rd</sup> day of August, 2006 at 2 : 30 P.m. at the Clearfield County Courthouse, Clearfield, Pennsylvania, in Court Room 1.

BY THE COURT

  
P.J.

FILED  
01/10/2006  
JUL 03 2006  
Atty  
Buckley  
  
William A. Shaw  
Prothonotary/Clerk of Courts  




Status      Complete

Booking #: 1K70Z0

Ship Name: Carnival Liberty

Departure: 08/11/2006

Guest: 1: Joseph Buckley

Guest: 2: Felicidad Buckley

Guest: 3: William Buckley

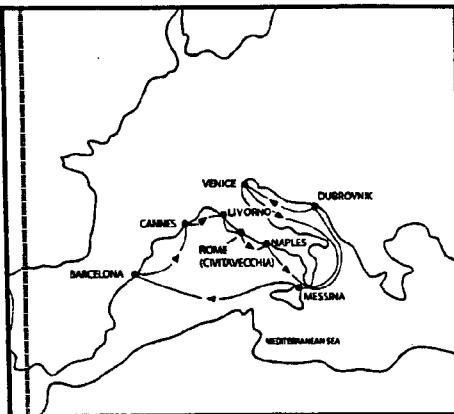
Guest: 4: Robert Buckley

Please keep this pass with your travel documents and have it upon arrival at the cruise terminal.

**Carnival.**  
12 DAY GRAND MEDITERRANEAN VOYAGE

DAY	PORT	ARRIVE	DEPART
FRI	CIVITAVECCHIA, ITALY		7:00 PM
SAT	NAPLES, ITALY	7:00 AM	6:00 PM
SUN	FUN DAY AT SEA		
MON	DUBROVNIK, CROATIA	7:00 AM	7:00 PM
TUE	VENICE, ITALY *	2:00 PM	
WED	VENICE, ITALY		5:00 PM
THU	FUN DAY AT SEA		
FRI	MESSINA, SICILY, ITALY	7:00 AM	5:00 PM
SAT	FUN DAY AT SEA		
SUN	BARCELONA, SPAIN	7:00 AM	5:00 PM
MON	CANNES, FRANCE	9:00 AM	8:00 PM
TUE	LIVORNO, ITALY	7:00 AM	7:00 PM
WED	CIVITAVECCHIA, ITALY	8:00 AM	

\* Overnight aboard ship



EXHIBIT

A

tables®

**Electronic ticket receipt****Print**

/S

ALITALIA  
CF 00476680582 PI 00903301000

## ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/JOSEPH

RESERVATION FILE REFERENCE NUMBER: AZ LL7HXM  
ETKT NUMBER: 0552164870771

FROM/TO		FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR	AZ0645	09AUG	1725	OK	I	PC2
ROME	FCO						
ROME	FCO	AZ0644	24AUG	0955	OK	I	PC2
NEWARK	EWR						

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXXXXX3924

FARE: USD 2493.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	26.30	FX

TOTAL: USD 2692.70

## FARE CALCULATION:

NYC AZ ROM M1246.50IHTUS8 AZ EWR//NYC M1246.50IHTUS8NUC2493.0  
0END ROE1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60E  
X 2.30VT 26.30FX XF EWR4.50ENDORSEMENTS/RESTRICTIONS:  
BUSINESS RESTRICTED/NONEND

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

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## Electronic ticket receipt

Print

/§

ALITALIA  
CF 00476680582 PI 00903301000

## ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/FELICIDAD

RESERVATION FILE REFERENCE NUMBER: AZ LKGWDI  
ETKT NUMBER: 0552164870755

FROM/TO		FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR	AZ0645	09AUG	1725	OK	S	PC2
ROME	FCO						
ROME	FCO	AZ0644	24AUG	0955	OK	S	PC2
NEWARK	EWR						

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXXXXX3924

FARE: USD 949.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	26.30	FX

TOTAL: USD 1148.70

## FARE CALCULATION:

NYC AZ ROM M474.50SHNR5 AZ EWR//NYC M474.50SHNR5NUC949.00END RO  
E1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60EX 2.30  
VT 26.30FX XF EWR4.50

ENDORSEMENTS/RESTRICTIONS:  
NON-REF SAPEXNON-ENDORS/AZ ONLY

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

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/§

ALITALIA  
CF 00476680582 PI 00903301000

## ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/ROBERT

RESERVATION FILE REFERENCE NUMBER: AZ LKGWDI  
ETKT NUMBER: 0552164870756

FROM/TO		FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR	AZ0645	09AUG	1725	OK	S	PC2
ROME	FCO						
ROME	FCO	AZ0644	24AUG	0955	OK	S	PC2
NEWARK	EWR						

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXX3924

FARE: USD 949.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	26.30	FX

TOTAL: USD 1148.70

FARE CALCULATION:

NYC AZ ROM M474.50SHNR5 AZ EWR//NYC M474.50SHNR5NUC949.00END RO  
 E1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60EX 2.30  
 VT 26.30FX XF EWR4.50

ENDORSEMENTS/RESTRICTIONS:  
 NON-REF SAPEXNON-ENDORS/AZ ONLY

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

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/\$

ALITALIA  
 CF 00476680582 PI 00903301000

ELECTRONIC TICKET PASSENGER RECEIPT

NAME: BUCKLEY/WILLIAM

RESERVATION FILE REFERENCE NUMBER: AZ LKGWDI  
 ETKT NUMBER: 0552164870757

FROM/TO	FLIGHT	DATE	TIME	STS	CLS	BAG
NEWARK	EWR AZ0645	09AUG	1725	OK	S	PC2
ROME	FCO					
ROME	FCO AZ0644	24AUG	0955	OK	S	PC2
NEWARK	EWR					

DATE AND PLACE OF ISSUE: 15MAY06 AZ ITT

FORM OF PAYMENT: CC CV XXXXXXXXXXXX3924

FARE: USD 949.00

TAX	2.50	AY
TAX	4.50	XF
TAX	14.50	US
TAX	130.00	YQ
TAX	14.50	US
TAX	2.50	HB
TAX	2.60	EX
TAX	2.30	VT
TAX	21.70	FX

TOTAL: USD 1144.10

FARE CALCULATION:

NYC AZ ROM M474.50SHNR5 AZ EWR//NYC M474.50SHNR5NUC949.00END RO  
 E1.00 XT 4.50XF 14.50US130.00YQ 14.50US 2.50HB 2.60EX 2.30  
 VT 21.70FX XF EWR4.50

ENDORSEMENTS/RESTRICTIONS:  
 NON-REF SAPEXNON-ENDCRS/AZ ONLY

CARRIAGE HEREUNDER IS SUBJECT TO THE RULES AND LIMITATIONS

21 JUL 2006

**Patrick Lavelle**  
Attorney and Counselor at Law

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

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

July 20, 2006

Joseph e Buckley, JR  
100 Main St.  
Brookville, PA 15825

Re: Taylor v. Reliable Construction, LLC  
Case No. 556-2006-CD

Dear Joe:

I am in receipt of your correspondence of July 5, 2006, and have subsequently spoken to your office regarding your unavailability for the hearing scheduled on August 23, 2006, regarding your preliminary objections.

I have no objections to your seeking a continuance in the matter. I would only ask that your request for a continuance include a request to the court to reschedule at their earliest convenience.

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

Sincerely,



Patrick Lavelle, Esq.

PL/lc



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

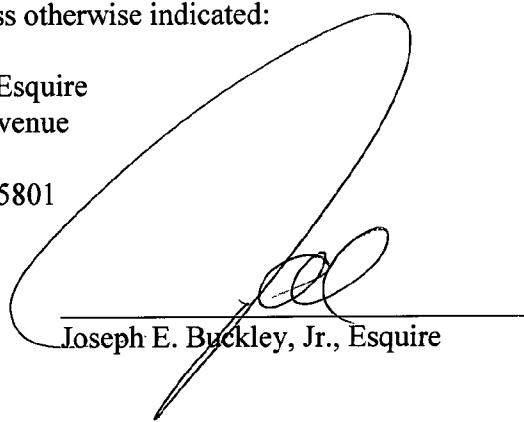
**CHERYL A. TAYLOR** : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC :  
Defendant. : Type of Pleading:  
 : Motion for Continuance

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct filed copy of the foregoing Motion for Continuance in the above-entitled action was served on the following via First-class, United States Mail, postage prepaid, on the date set forth below unless otherwise indicated:

Patrick Lavelle, Esquire  
25 East Park Avenue  
Suite 4  
DuBois, PA 15801

Date: 7-21-06

  
Joseph E. Buckley, Jr., Esquire

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

CHERYL A. TAYLOR  
Plaintiff

vs.

RELIABLE CONSTRUCTION, LLC  
Defendant.

: Type of Case: Civil  
: No. 06-556-CD  
: Type of Pleading:  
: Preliminary Objections  
: Filed on Behalf of Defendant  
:  
: Counsel of Record for This Party  
: The Law Offices of Joseph E. Buckley, Jr.  
: 100 Main Street  
: Brookville, PA 15825-1213  
: (814) 849-2828  
: JOSEPH E. BUCKLEY, JR.  
: I.D. No: 49827

FILED

JUN 30 2006

6/12/06

William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Ayn

#4

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

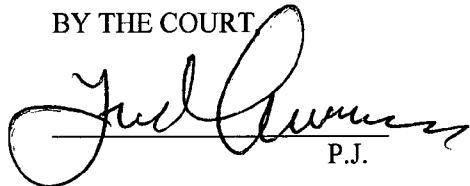
CHERYL A. TAYLOR, : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC : Type of Pleading:  
Defendant. : Preliminary Objections  
: :  
: :

ORDER

AND NOW, this 30 day of June, 2006, the Court having received Defendant's Preliminary Objections in the above case, and for good cause having been shown, it is

SO ORDERED that Hearing on said Motion shall be conducted on the 23<sup>rd</sup> day of August, 2006 at 2 : 30 P m. at the Clearfield County Courthouse, Clearfield, Pennsylvania, in Court Room 1.

BY THE COURT

  
P.J.

FILED  
07/10/2006 cc  
JUL 03 2006 Atty  
Buckley  
  
William A. Shaw  
Prothonotary/Clerk of Courts  
44

**FILED**

**JUL 03 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE 7/3/06

You are responsible for serving all appropriate parties.

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

Plaintiff(s) \_\_\_\_\_ Plaintiff(s) Attorney \_\_\_\_\_ Other \_\_\_\_\_

Defendant(s) \_\_\_\_\_ Defendant(s) Attorney \_\_\_\_\_

Special Instructions:

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

**CHERYL A. TAYLOR,** : **Type of Case: Civil**  
**Plaintiff,** :  
**vs.** : **No. 06-556-CD**  
**RELIABLE CONSTRUCTION, LLC** : **Type of Pleading:**  
**Defendant.** : **Preliminary Objections**

The Defendant, RELAIABLE CONSTRUCITON, LLC, by and through its attorney, Joseph E. Buckley, Jr., brings these Preliminary Objections pursuant to Pa. R.C.P. No. 1028 as follows:

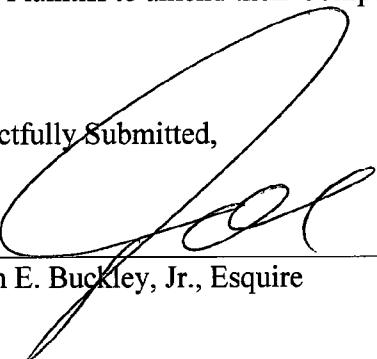
## Preliminary Objections

1. The Plaintiff has failed to attach plans to the Complaint.
2. The Plaintiff has failed to assert that she has abided by all conditions precedent on her part.
3. The Plaintiff fails to plead that she *sua sponte* terminated the contract and interfered with the progress of the work.
4. The Plaintiff improperly asserts at paragraph 15 that the provisions of the breach included *inter alia*, the enumerated paragraphs, thus leaving Defendant and the Court to guess what other items *inter alia*, the Defendant breached in the contract.
5. The Plaintiff improperly asserts at paragraph 19 that the provisions of the breach included *inter alia*, the enumerated paragraphs, thus leaving Defendant and the Court to guess what other items *inter alia*, the Defendant breached in the contract.

6. The Plaintiff improperly asserts at paragraph 23 that the provisions of the breach included *inter alia*, the enumerated paragraphs, thus leaving Defendant and the Court to guess what other items *inter alia*, the Defendant breached in the contract.
7. The Plaintiff improperly asserts at paragraph 27 that the provisions of the breach included *inter alia*, the enumerated paragraphs, thus leaving Defendant and the Court to guess what other items *inter alia*, the Defendant breached in the contract.
8. The Plaintiff also fails in paragraph 26 fails to cite to applicable building, construction, and electrical codes Defendant allegedly breached.

**WHEREFORE**, Defendants respectfully request this Court to grant their preliminary objections by way of an Order requiring the Plaintiff to amend their Complaint accordingly.

Date: 6-29-06

Respectfully Submitted,  
  
\_\_\_\_\_  
Joseph E. Buckley, Jr., Esquire

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

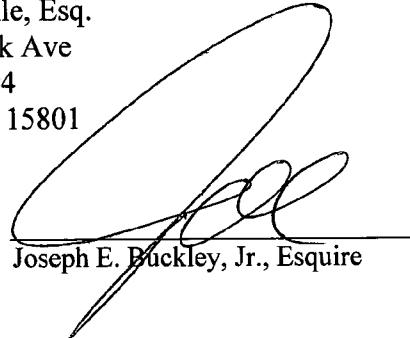
CHERYL A. TAYLOR, : Type of Case: Civil  
Plaintiff, :  
vs. : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC : Type of Pleading:  
Defendant. : Preliminary Objections  
: :  
:

Certificate of Service

I hereby certify that a true and correct copy of the Defendants Preliminary Objections to Plaintiffs' Complaint submitted to the Prothonotary in the above-entitled action was served on the following via First-Class, United States Mail, postage prepaid, on the date set forth below unless otherwise indicated:

Patrick Lavelle, Esq.  
25 East Park Ave  
Suite #4  
DuBois, PA 15801

Date: 6-29-06

  
Joseph E. Buckley, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No.** 06-556-CD

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:** Ten Day  
Notice of Intent to Take Default  
Judgment

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA 15801  
(814) 371-2232  
(814) 371-4480 (fax)

'FILED NO  
m/15/04  
JUN 12 2004  
W

William A. Shaw  
Prothonotary/Clerk of Courts

(\*)3

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 06-556-CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

To: Reliable Construction, LLC  
Mr. Joseph Andres, President

Date of Notice: June 9, 2006

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE  
ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT  
MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED  
FEE OR NO FEE.

Clearfield County Court Administrator's Office  
233 N. 2<sup>nd</sup> Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

Respectfully Submitted,

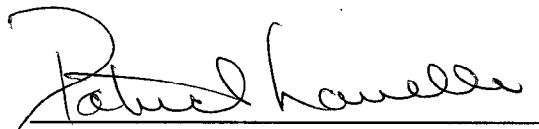


David Lavelle

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 9th day of JUNE, 2006, I served a copy of the foregoing Ten Day Notice of Intent to Take Default Judgment, by mailing same via first class mail and certified mail, postage prepaid to the following:

Reliable Construction, LLC  
c/o Joseph Andres, President  
153 Treasure Lake  
DuBois, PA 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

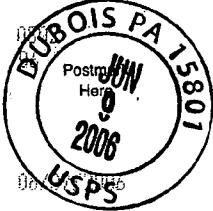
2166  
8596  
0000  
0250  
0200  
7004

U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 00.63
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$1.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 4.88

Sent To: Reliable Construction, LLC C/o Joseph  
 Street, Apt. No.; Andres  
 or PO Box No.  
 153 Treasure Lake  
 City, State, ZIP44  
 DUBOIS, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101430  
NO. 06-556-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CHERYL A. TAYLOR  
vs.  
DEFENDANT: RELIABLE CONSTRUCTION LLC

SHERIFF RETURN

NOW, April 20, 2006 AT 12:08 PM SERVED THE WITHIN COMPLAINT ON RELIABLE CONSTRUCTION, LLC DEFENDANT AT c/o Joseph Andres 153 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIM ANDRES, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED  
04/30/2006  
MAY 05 2006  
LAW  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	LABELLE	606	10.00
SHERIFF HAWKINS	LABELLE	606	35.30

Sworn to Before Me This

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

So Answers,

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

(#2)

**FILED**

**MAY 05 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No.** 06-556-CJ

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:** Complaint

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

**JURY TRIAL DEMANDED**

**FILED** Atty pd. 85.00  
APR 10 2006 ICC Shff  
MJD:27.04

William A. Shaw  
Prothonotary/Clerk of Courts

(8)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No.**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

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. 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA. 16830  
(814) 765-2641, Ext. 50-51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No.**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**COMPLAINT**

AND NOW comes the Plaintiff, CHERYL A. TAYLOR, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within state Complaint, the facts in support of which are set forth as follows:

1. The plaintiff, CHERYL A. TAYLOR, is an adult individual, *sui juris*, who resides at 3943 Chestnut Grove Highway, Grampian, Clearfield County, PA. 16838.
2. At all times material to this complaint, the plaintiff was the owner of the real property located at 3943 Chestnut Grove Highway, Grampian, Clearfield County, PA. 16838.
3. The defendant, RELIABLE CONSTRUCTION, LLC, is a Limited Liability Company, registered in the Commonwealth of Pennsylvania as entity Number 3195296, which is engaged in the business of home remodeling and

construction, with its principal office located at 153 Treasure Lake, DuBois, Clearfield County, PA. 15801.

4. At all times material to this complaint, Mr. Joseph Andres, 153 Treasure Lake, DuBois, Clearfield County, PA. 15801, was a member, manager, member/manager or agent of the defendant, Reliable Construction, LLC.

5. At all time material to this complaint, the aforementioned Joseph Andres was authorized to act on behalf of the defendant with regards to contracting with customers in furtherance of the stated business of the defendant.

6. On or about April 20, 2005, the defendant entered into a Contract with the plaintiff to perform construction work at the plaintiff's home located at 3943 Chestnut Grove Hwy., Grampian, PA. 16838. (*Copy of accepted proposal is hereby incorporated by reference as though set forth fully herein, and is attached and marked as Plaintiff's Exhibit #1*).

7. On or about May 18, 2005 the defendant and the plaintiff agreed to a limited modification of the April 20, 2005 Contract with regard to the bathroom design at the plaintiff's home. (*Copy of accepted modification is hereby incorporated by reference as though set forth fully herein, and is attached and marked as Plaintiff's Exhibit #2*).

8. On or about May 25, 2005, the defendant entered into a second Contract with the plaintiff to perform construction work at the plaintiff's home located at 3943 Chestnut Grove Hwy., Grampian, PA. 16838. (*Copy of*

*accepted proposal is hereby incorporated by reference as though set forth fully herein, and is attached and marked as Plaintiff's Exhibit #3).*

9. On or about June 28, 2005, the defendant entered into a third Contract with the plaintiff to perform construction work at the plaintiff's home located at 3943 Chestnut Grove Hwy., Grampian, PA. 16838. *(Copy of accepted proposal attached and marked as Plaintiff's Exhibit #4).*

10. The stated consideration in support of the aforementioned contracts to be paid to the defendant by the plaintiff was in excess of \$150,000.00.

11. The total amount paid to the defendant by the plaintiff on all of the aforementioned contracts was \$ 103,490.00.

12. Defendant has acknowledged receipt of total payments due on all of the aforementioned contracts as evidenced by his Invoice #3006, dated June 28, 2005. *(Copy of Invoice #3006 is incorporated by reference as though set forth fully herein, is attached hereto and marked as Plaintiff's Exhibit #5).*

**COUNT No. 1**

**BREACH OF CONTRACT**  
**Cheryl A. Taylor**  
**v.**  
**Reliable Construction LLC**

13. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

14. Plaintiff asserts that the defendant has breached the April 20, 2005 Contract with the plaintiff by failing to perform the contracted work in a workmanlike manner, and/or failing to perform to the extent required by the

approved plans which were made part of all of the contracts related to the construction project.

15. Plaintiff specifically asserts that the defendant's performance under the April 20, 2005 Contract constitutes a breach of that contract in the following particulars, *inter alia*:

a.) Defendant failed to properly complete the electrical work associated with the project to wit:

- 1.) Exposed wiring is sticking out through the siding on the deck;
- 2.) Electrical Outlets were left uncovered;
- 3.) Lightning Rod was not replaced;
- 4.) Lighting Fixtures were not properly installed in the new bedroom and the stairway hall on the 2<sup>nd</sup> floor;
- 5.) Lighting fixtures were not properly installed in the new addition;
- 6.) Failed to install or re-install light switches for the outside lights.

b.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

- 1.) Failed to integrate the new addition with the existing structure, leaving a two foot gap between the old house and the new addition;
- 2.) Failed to finish the stairways leading to the basement and the upstairs;
- 3.) Failed to properly install and seal the new windows;
- 4.) Failed to properly install the new concrete basement floor, thus allowing for cracks to form in the floor;

- 5.) Failed to finish the new closets, and failed to properly install the closet doors;
- 6.) Failed to install proper venting for appliances;
- 7.) Failed to install medicine cabinets in any of the bathrooms;
- 8.) Failed to properly install the sliding glass doors;
- 9.) Failed to properly install interior doors;
- 10.) Failed to provide proper structural support upon the removal of a load bearing wall in the second floor bedroom, causing the entire house to sag, the outside walls to bulge, and thus seriously undermining the structural stability of the house;
- 11.) Failed to properly install the siding and the soffit & facia on the exterior of the house, installing same without properly addressing the existence of rotted wood, and failing to correctly install the siding leaving areas of loose siding sticking out from the house;
- 12.) Failed to properly install and/or support the built-in bench in the entry way;
- 13.) Failed to properly install the French drains, utilizing sub-standard piping, failing to connect the downspouts to the drains, failing to provide for adequate water flow through the drains, and failing to properly backfill the excavations;
- 14.) Failed to properly install the stair rail and the railing on the second floor landing, as numerous spindles in the railing are installed upside down;
- 15.) Failed to complete the drywall work in the stairway, leaving a hole in the ceiling in the stairway;
- 16.) Failed to properly install the bathroom fixtures, leaving the shower in the second floor unusable due to leaks which flowed through kitchen ceiling, leaks in the first floor bathroom, and bathroom faucets which cause excessive noise when they are turned on;

17.) Failed to properly clean up the property upon completion, leaving dirt piles from excavations in the yard, bricks and other unused construction supplies and refuse laying in the yard, leaving dirt piles from support excavations on the basement floor.

16. Due to the defendant's breach, the plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused by the defendant's breach of his contract.

WHEREFORE the plaintiff seeks judgment for compensatory, expectation, and consequential damages in an amount in excess of the amount which would implicate the rules providing for mandatory arbitration.

**COUNT No. 2**

**BREACH OF CONTRACT**  
**Cheryl A. Taylor**  
**v.**  
**Reliable Construction LLC**

17. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

18. Plaintiff asserts that the defendant has breached the May 25, 2005 Contract with the plaintiff by failing to perform to the extent required by that contract.

19. Plaintiff specifically asserts that the defendant's performance under the May 25, 2005 Contract constitutes a breach of that contract in the following particulars, *inter alia*:

a.) the defendant failed to properly complete the heating and plumbing project associated with the project to wit:

- 1.) Defendant failed to properly install the plumbing associated the installation of the new boiler, when he removed the new copper pipes and replaced same with a synthetic (plastic or pvc) pipe;
- 2.) Failed to properly install the new boiler causing the boiler to leak water;
- 3.) Failed to properly install the new boiler by incorrectly installing the fuel line, requiring another contractor to repair same;
- 4.) Failed to reinstall or otherwise integrate the existing hot water heater with the new boiler causing excessive fuel costs associated with maintaining domestic hot water.

b.) the defendant failed to properly complete the concrete sidewalk work associated with the project to wit:

- 1.) The concrete sidewalk bed was not properly prepared in that the defendant failed to dig out the path to allow for a sidewalk that was grade level;
- 2.) The concrete sidewalk was poured on top of the ground creating a mound effect which channels water away from the sidewalk creating a pool of water at the foundation of the house allowing for seepage into the house.

20. Due to the defendant's breach, the Plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused the defendant's breach of his contract.

WHEREFORE the plaintiff seeks judgment for compensatory, expectation, and consequential damages in an amount in excess of the amount which would implicate the rules providing for mandatory arbitration.

COUNT No. 3

**BREACH OF CONTRACT**

**Cheryl A. Taylor**

**v.**

**Reliable Construction LLC**

21. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

22. Plaintiff asserts that the defendant has breached the June 28, 2005 Contract with the plaintiff by failing to perform to the extent required by that contract.

23. Plaintiff specifically asserts that the defendant's performance under the June 28, 2005 Contract constitutes a breach of that contract in the following particulars, *inter alia*:

a.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

- 1.) Failed to properly support and finish the kitchen floor, creating a floor that sags, and squeaks when it is walked on;
- 2.) Failed to properly install and support the deck by basing the upright supports too shallow and by failing to ensure their stability by setting them in a concrete base.
- 3.) Failed to properly install the deck such that the water run off from above is allowed to collect on the deck;
- 4.) Failed to complete the work by failing to paint the ceilings in the living room area.

24. Due to the defendant's breach the Plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused by the defendant's breach of his contract.

WHEREFORE the plaintiff seeks judgment for compensatory, expectation and consequential damages in an amount in excess of the amount which would implicate the rules providing for mandatory arbitration.

**COUNT No. 4**

**NEGLIGENCE**  
**Cheryl A. Taylor**  
**v.**  
**Reliable Construction LLC**

25. Plaintiff hereby incorporates paragraphs one (1) through (12) by reference as though set forth fully herein.

26. At all times material to this case, the defendant had an affirmative duty to perform in conformance with accepted standards of good and competent workmanship and in conformance with all applicable building, electrical, plumbing and other construction codes.

27. Defendant breached the duty of performing in a good and workman like manner, *inter alia*, in the following respects:

a.) Defendant failed to properly complete the electrical work associated with the project to wit:

- 1.) Exposed wiring is sticking out through the siding on the deck;
- 2.) Electrical Outlets were left uncovered;
- 3.) Lightning Rod was not replaced;
- 4.) Lighting Fixtures were not properly installed in the new bedroom and the stairway hall on the 2<sup>nd</sup> floor;

- 5.) Lighting fixtures were not properly installed in the new addition;
- 6.) Failed to install/re-install light switches for the outside lights.

b.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

- 1.) Failed to integrate the new addition with the existing structure, leaving a two foot gap between the old house and the new addition;
- 2.) Failed to finish the stairways leading to the basement and the upstairs;
- 3.) Failed to properly install and seal the new windows;
- 4.) Failed to properly install the new concrete basement floor, thus allowing for cracks to form in the floor;
- 5.) Failed to finish the new closets, and failed to properly install the closet doors;
- 6.) Failed to install proper venting for appliances;
- 7.) Failed to install medicine cabinets in any of the bathrooms;
- 8.) Failed to properly install the sliding glass doors;
- 9.) Failed to properly install interior doors;
- 10.) Failed to provide proper structural support upon the removal of a load bearing wall in the second floor bedroom, causing the entire house to sag, the outside walls to bulge, and thus seriously undermining the structural stability of the house;
- 11.) Failed to properly install the siding and the soffit & facia on the exterior of the house, installing same without properly addressing the existence of rotted wood, and failing to correctly install the siding leaving areas of loose siding sticking out from the house;

- 12.) Failed to properly install and/or support the built-in bench in the entry way;
- 13.) Failed to properly install the French drains, utilizing sub-standard piping, failing to connect the downspouts to the drains, failing to provide for adequate water flow through the drains, and failing to properly backfill the excavations;
- 14.) Failed to properly install the stair rail and the railing on the second floor landing, as numerous spindles in the railing are installed upside down;
- 15.) Failed to complete the drywall work in the stairway, leaving a hole in the ceiling in the stairway;
- 16.) Failed to properly install the bathroom fixtures, leaving the shower in the second floor unusable due to leaks which flowed through kitchen ceiling, leaks in the first floor bathroom, and bathroom faucets which cause excessive noise when they are turned on;
- 17.) Failed to properly clean up the property upon completion, leaving dirt piles from excavations in the yard, bricks and other unused construction supplies and refuse laying in the yard, leaving dirt piles from support excavations on the basement floor.

c.) the defendant failed to properly complete the heating and plumbing project associated with the project to wit:

- 1.) Defendant failed to properly install the plumbing associated the installation of the new boiler, when he removed the new copper pipes and replaced same with a synthetic (plastic or pvc) pipe;
- 2.) Failed to properly install the new boiler causing the boiler to leak water;
- 3.) Failed to properly install the new boiler by incorrectly installing the fuel line, requiring another contractor to repair same;

4.) Failed to reinstall or otherwise integrate the existing hot water heater with the new boiler causing excessive fuel costs associated with maintaining domestic hot water.

d.) the defendant failed to properly complete the concrete sidewalk work associated with the project to wit:

1.) The concrete sidewalk bed was not properly prepared in that the defendant failed to dig out the path to allow for a sidewalk that was grade level;

2.) The concrete sidewalk was poured on top of the ground creating a mound effect which channels water away from the sidewalk creating a pool of water at the foundation of the house allowing for seepage into the house.

e.) Defendant failed to properly complete the structural and carpentry work associated with the project to wit:

1.) Failed to properly support and finish the kitchen floor, creating a floor that sags, and squeaks when it is walked on;

2.) Failed to properly install and support the deck by basing the upright supports too shallow and by failing to ensure their stability by setting them in a concrete base.

3.) Failed to properly install the deck such that the water run off from above is allowed to collect on the deck;

4.) Failed to complete the work by failing to paint the ceilings in the living room area.

28. Due to the defendant's breach the Plaintiff has, and will continue in the future to have to expend significant sums of money to correct the problems caused by the defendant's breach of his contract.

29. As a result of the breach of the plaintiff, the defendant has endured significant inconvenience and substantial alarm over the lack of structural stability in her home caused by the conduct of the plaintiff.

WHEREFORE the plaintiff seeks compensatory damages in an amount in excess of the statutory limit requiring mandatory arbitration.

RESPECTFULLY SUBMITTED



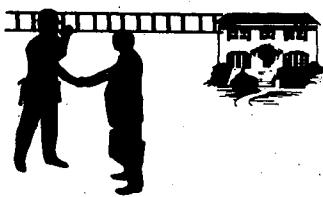
Patrick Lavelle  
Patrick Lavelle, Esq.  
Counsel for the Plaintiff

**JURY TRIAL DEMANDED**

VERIFICATION

I, Cheryl A. Taylor, the plaintiff in this action, do hereby verify that all of the foregoing facts set forth in the Complaint are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. § 4904 (*Unsworn Falsification to Authorities*).

Cheryl A. Taylor  
Cheryl A. Taylor



**Reliable Construction**  
**Building and Remodeling Services, LLC.**

1781

153 Treasure Lake  
 DuBois, PA 15801  
 814-371-7010

PROPOSAL SUBMITTED TO ("OWNER") <i>Cheryl Taylor</i>	PHONE <i>583-7975</i>	DATE <i>4/18/05</i>
STREET <i>3943 Chestnut Drive</i>	JOB NUMBER <i>Taylor-00</i>	
CITY, STATE and ZIP CODE <i>Elmwood Pa 16838</i>	JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

- 1) Remove existing 15'6" x 14' room on second floor with bathroom
- 2) Install 7' walls with new trusses and reinstall bathroom.
- 3) Have plans drawn up by Architect which have been submitted and approved by customer
- 4) Obtain building permit and erect additions to approved plans. pages 1 thru 3 dated 4-3-05

*59,095 down CT # 05:07 38,500 + 0.595.00*

PLAINTIFF'S  
EXHIBIT  
**1**

Tables

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

*One Hundred Eighteen Thousand One Ninety dollars (\$ 118,190.00).  
 Payment to be made as follows:  
 59,095 down with progressive payments on work completed*

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

Authorized  
Signature

*Joseph E. Andree*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance 4/20/05

Signature Cheryl A Taylor  
 Signature \_\_\_\_\_

## ADDITIONAL WORK AUTHORIZATION

## RELIABLE CONSTRUCTION SERVICES

## 153 Treasure Lake

DuBois, PA 15801

CUSTOMER NAME		PHONE	DATE
<i>John Taylor</i>			
STREET		JOB NAME	JOB NUMBER
<i>3963 Chestnut Drive</i>			
CTY	STATE	JOB ADDRESS	
EXISTING CONTRACT NO.		CTY	STATE

1) Approval of changes made to bathroom from  
current prints to Site Drawing

LABOR

#### MATERIAL/EQUIPMENT

### LABOR TOTAL

**PLAINTIFF'S  
EXHIBIT**

### Variables

### TOTAL MATERIAL/EQUIPMENT

## TOTAL LABOR

**TOTAL ADDITIONAL CHARGE FOR ABOVE WORK**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date 6/15/05

**Authorizing Signature**

Carolyn A.

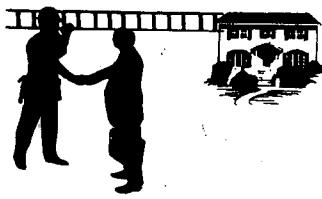
(OWNER SIGNS HERE)

Date:

Approved By

**(CONTRACTOR SIGNS HERE)**

NOTE: This Revision becomes part of, and in conformance with, the existing contract.



# Reliable Construction

## Building and Remodeling Services, LLC.

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

1889

PROPOSAL SUBMITTED TO ("OWNER").

Cheryl Taylor  
STREET  
3943 Chestnut Grove  
CITY, STATE and ZIP CODE  
Champian P. 16838

PHONE 583-7975 DATE 5/25/05

JOB NUMBER

Taylor - 002

JOB LOCATION

DATE OF PLANS

JOB PHONE

We hereby submit specifications and estimates for:

- 1) Replace existing boiler with new one.
- 2) Run 4 zones of heating.
- 3) Heat floor in basement and first floor of new addition.
- 4) Install a 3' wide sidewalk from front porch to driveway/garage.

9950.00 down - CTD 1110 5/25/05

PLAINTIFF'S EXHIBIT  
3

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

Nineteen Thousand Nine Hundred 00 dollars (\$ 19,900.00).  
Payment to be made as follows:  
9950.00 Down 4975.00 upon half completion and 9975.00  
upon completion.

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

Authorized  
Signature

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

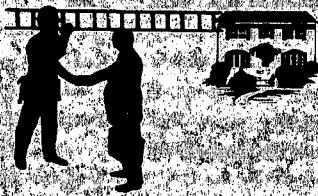
Signature

Cheryl A Taylor

Signature

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance 5/25/05



# Reliable Construction Building and Remodeling Services, LLC

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

1890

PROPOSAL SUBMITTED TO "OWNER":

PHONE:

DATE:

STREET:

JOB NUMBER:

CITY, STATE and ZIP CODE:

JOB LOCATION:

ARCHITECT:

DATE OF PLANS:

JOB PHONE:

We hereby submit specifications and estimates for:

1) Stone and sandstone  
2) Install vinyl and stained glass windows back deck  
3) Install steel joists with 2x6 for ceiling support  
4) More windows  
5) More doors  
6) More ceiling  
7) More walls

8) More doors  
9) More windows  
10) More walls

11) More doors  
12) More windows  
13) More walls

14) More doors  
15) More windows  
16) More walls

17) More doors  
18) More windows  
19) More walls

20) More doors  
21) More windows  
22) More walls

PLAINTIFF'S  
EXHIBIT

4

Uc: Proposee hereby to furnish material and labor, complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

dollars (\$ 13,990.00 )

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

Authorized  
Signature

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

## INVOICE

3006

**Reliable Construction**
 153 Treasure Lake  
 DuBois, PA 15801  
 814-371-7010

CUSTOMER

Taylor #1  
6/28/05

DATE

YOUR  
ORDER NO.OUR  
ORDER NO.

## SOLD TO:

 Cheryl Taylor  
 3943 Chestnut Lane  
 Grampian

## SHIP TO:

F.O.B.	TERMS	DATE SHIPPED	SHIPPED VIA	SALESMAN

ORDERED	SHIPPED	DESCRIPTION	PRICE	PER	AMOUNT
		Balance on original contract			33,905.00
		Balance of Heating contract 1889			18,000.00
		Payment in Full contract 1890			13,990.00
		CK # 1114			4,789.50
		Thank You for your business			

PLAINTIFF'S  
EXHIBIT

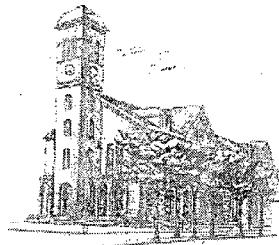
5

tabbies®

RECEIVED  
APR 10 2006

**FILED**  
**APR 10 2006**  
William A. Shaw  
Prothonotary/Clerk of Courts

**COPY**



Clearfield County Office of the Prothonotary and Clerk of Courts

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

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 • Phone: (814) 765-2641 Ext. 1330 • Fax: (814) 765-7659 • [www.clearfieldco.org](http://www.clearfieldco.org)

March 19, 2009

Superior Court of Pennsylvania  
Office of the Prothonotary  
600 Grant Building  
Pittsburgh, PA 15219

RE: Cheryl A. Taylor  
vs  
Reliable Construction  
No. 06-556-CD  
Superior Court No. 1925 WDA 2008

Dear Prothonotary:

Enclosed you will find the above referenced complete record appealed to your office. Please also find enclosed two transcripts.

Sincerely,

William A. Shaw  
Prothonotary

**FILED**  
10/15/09  
MAR 19 2009

William A. Shaw  
Prothonotary/Clerk of Courts

## Appeal Docket Sheet

Superior Court of Pennsylvania

Docket Number: 1925 WDA 2008

Page 1 of 3

December 3, 2008



06-5560-CD

Cheryl A. Taylor

V.

Reliable Construction, LLC., Appellant

Initiating Document: Notice of Appeal

Case Status: Active

Case Processing Status: November 24, 2008

Awaiting Original Record

Journal Number:

Case Category: Civil

CaseType: Assumpsit

Consolidated Docket Nos.:

Related Docket Nos.:

## SCHEDULED EVENT

Next Event Type: Receive Docketing Statement

Next Event Due Date: December 17, 2008

Next Event Type: Original Record Received

Next Event Due Date: January 19, 2009

FILED NO CC  
 12/05/2008  
 DEC 05 2008  
 S William A. Shaw  
 Prothonotary/Clerk of Courts



## Appeal Docket Sheet

## Superior Court of Pennsylvania

Docket Number: 1925 WDA 2008

Page 2 of 3

December 3, 2008



## COUNSEL INFORMATION

Appellant Reliable Construction, LLC

Pro Se: Appoint Counsel Status:

IPP Status: No

## Appellant Attorney Information:

Attorney: DuBois, Jeffrey Scott

Bar No.: 62074 Law Firm:

Address: 190 West Park Avenue  
Suite #5

Dubois, PA 15801

Phone No.: (814)375-5598 Fax No.:

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

Appellee Taylor, Cheryl A.

Pro Se: Appoint Counsel Status:

IPP Status:

## Appellee Attorney Information:

Attorney: Lavelle, Patrick

Bar No.: 85537 Law Firm:

Address: 25 E Park Ave  
Suite #4  
Du Bois, PA 15801

Phone No.: (814)371-2232 Fax No.: (814)371-4480

Receive Mail: Yes

E-Mail Address:

Receive E-Mail: No

## FEE INFORMATION

Fee Date	Fee Name	Fee Amt	Paid Amount	Receipt Number
11/18/08	Notice of Appeal	60.00	60.00	2008SPRWD001166

## TRIAL COURT/AGENCY INFORMATION

Court Below: Clearfield County Court of Common Pleas

County: Clearfield

Division: Civil

Date of Order Appealed From: October 23, 2008

Judicial District: 46

Date Documents Received: November 24, 2008

Date Notice of Appeal Filed: November 18, 2008

Order Type: Order Entered

OTN:

Judge: Ammerman, Fredric J.  
President Judge

Lower Court Docket No.: No. 06-556-CD

## ORIGINAL RECORD CONTENTS

## Appeal Docket Sheet

## Superior Court of Pennsylvania

Docket Number: 1925 WDA 2008

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December 3, 2008



Original Record Item	Filed Date	Content/Description
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Date of Remand of Record:	
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BRIEFS
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DOCKET ENTRIES			
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Filed Date	Docket Entry/Document Name	Party Type	Filed By
November 24, 2008	Notice of Appeal Filed	Appellant	Reliable Construction, LLC
December 3, 2008	Docketing Statement Exited (Civil)		Western District Filing Office

CERTIFICATE AND TRANSMITTAL OF RECORD UNDER PENNSYLVANIA  
RULE OF APPELLATE PROCEDURE 1931(c)

To the Prothonotary of the Appellate Court to which the within matter has been appealed:

THE UNDERSIGNED, Clerk (or Prothonotary) of the Court of Common Pleas of Clearfield County, the said Court being a court of record, does hereby certify that annexed hereto is a true and correct copy of the whole and entire record, including an opinion of the Court as required by Pa. R.A.P. 1925, the original papers and exhibits, if any, on file, the transcript of the proceeding, if any, and the docket entries in the following matter:

06-556-CD  
Cheryl A. Taylor  
Vs.  
Reliable Construction

In compliance with Pa. R.A.P. 1931 (c).

The documents comprising the record have been numbered from **No. 1 to**  
37, and attached hereto as Exhibit A is a list of the documents correspondingly numbered and identified with reasonable definiteness, including with respect to each document, the number of pages comprising the document.

The date on which the record had been transmitted to the Appellate Court is  
March 19, 2009.

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk of Courts

(seal)

ate: 3/19/2009  
me: 09:40 AM  
age 1 of 3

Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

date	Judge
10/2006	New Case Filed. No Judge
	Filing: Civil Complaint Paid by: Lavelle, Patrick (attorney for Taylor, Cheryl A.) Receipt number: 1913290 Dated: 04/10/2006 Amount: \$85.00 (Check) 1CC shff.
5/2006	Sheriff Return, April 20, 2006 at 12:08 pm served the within Complaint on Reliable Construction LLC./ So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Lavelle \$45.30 No Judge
12/2006	Important Notice, dated June 9, 2006, filed. (Ten day notice) No CC. No Judge
30/2006	Preliminary Objections, filed by Atty. Buckley. 1 Cert. to Atty. Cert. of Service to Atty. Lavelle. No Judge
3/2006	Order, AND NOW, this 30 day of June, 2006, Court having received Defendant's Preliminary Objections, Ordered that hearing on said Motion shall be conducted on the 23rd day of August, 2006, at 2:30 p.m. in Court Room No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Buckley Fredric Joseph Ammerman
24/2006	Motion For Continuance, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC to Fredric Joseph Ammerman Atty
27/2006	Order AND NOW, on this 27th day of July 2006, upon consideration of the Motion for Continuance filed by Joseph E. Buckley Jr. counsel for the defendant, and for good cause having been shown, it is the ORDER of this Court that the Motion for Continuance is granted and the hearing scheduled on Defendant's Preliminary Objections is continued from August 23, 2006 : 2:30 p.m. to the 18th day of September 2006 at 9:00 a.m. in Courtroom 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Buckley. Fredric Joseph Ammerman
21/2006	Order, NOW, this 18th day of Sept., 2006, following argument on the Defendant's Preliminary Objections, Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Lavelle, Buckley Fredric Joseph Ammerman
10/10/2006	Amended Complaint, filed by s/ Patrick Lavelle, Esquire. 1CC to Atty. Fredric Joseph Ammerman
1/6/2006	Answer to Amended Complaint, New Matter and Counterclaim, filed by s/ Joseph E. Buckley Jr. Esq. 4 CC deft. Fredric Joseph Ammerman
1/22/2006	Response to New Matter, and Answer to Counterclaim, filed by s/ Patrick Lavelle Esq. 1CC atty. Fredric Joseph Ammerman
5/2007	Certificate of Readiness for Trial, Re: Jury Trial, filed by s/Patrick Lavelle, Esq. One CC Attorney Lavelle Fredric Joseph Ammerman
18/2007	Objection to Certificate of Readiness, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC Atty. Buckley Fredric Joseph Ammerman
20/2007	Order, this 20th day of July, 2007, Ordered that case be removed from trial list. Defendant is directed to determine as soon as possible if it will be required to obtain new counsel or, in the alternative, when Attorney Joseph E. Buckley, Jr., may be available. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, Buckley Fredric Joseph Ammerman
19/2007	Praecipe For Entry of Appearance, filed on behalf of Defendant, enter appearance of Jeffrey S. DuBois, Esquire. 2CC Atty. DuBois Fredric Joseph Ammerman
11/11/2007	Order, this 11th day of Oct. 2007, pre-trial conference has been scheduled for Dec. 3, 2007 at 9:00 a.m. in Judges Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois, Buckley Fredric Joseph Ammerman

ate: 3/19/2009

me: 09:40 AM

age 2 of 3

**Clearfield County Court of Common Pleas**

User: BHUDSON

ROA Report

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

**Civil Other-COUNT**

ate	Judge
2/3/2007	Order, this 3rd day of Dec., 2007, it is Ordered: Jury Section will be held on Fredric Joseph Ammerman Jan. 3, 2008 at 11:00 a.m. in Courtroom 1. Jury Trial is scheduled for March 4 and 5, 2008 at 9:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois, Buckley
2/28/2007	Motion to Withdraw Demand for Jury Trial, filed by s/ Patirck Lavelle, Esquire. 1CC Atty. Lavelle
2/2008	Order, 1. Motion to Withdraw Demand for Jury Trial is Granted. This case will be removed from the list for Jury Selection on Jan. 3, 2008; and 2. A one-day bench trial in this matter will be held on March 4, 2008 commencing at 9:00 a.m. in Courtroom 1. by The court, /s/ Fredric J. ammerman, Pres. judge. 1CC Atty: Lavelle, DuBois, Buckley
3/2008	Motion in Limine, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois Order, NOW, this 3rd day of March, 2008, upon review of Motion in Limine filed on behalf of Defendant; Order that argument on said Motion shall be heard March 4, 2008, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys Lavelle and DuBois
6/2008	Order, this 4th day of March, 2008, it is Ordered that this matter is rescheduled to be completed at 9:00 a.m. on April 11, 2008. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty: Lavelle, DuBois
28/2008	Motion for Continuance, filed by Atty. DuBois 3 Cert. to Atty.
1/2008	Order AND NOW, this 1st day of April 2008, in consideration of Defendant's Motion for Continuance, IT IS HEREBY ORDERED AND DECREED that the Trial scheduled for April 11, 2008, be rescheduled for the 2nd day of June 2008 at 9:00 a.m. at the Clearfield County Courthouse, Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty DuBois.
1/2008	Notice of Entry Upon Property, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
3/2008	Order, this 2nd day of June, 2008, upon the conclusion of nonjury trial and agreement upon of counsel, it is Ordered that counsel have no more than 40 days from this date in which to submit appropriate brief to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty: Lavelle, DuBois
25/2008	Order, this 22nd day of August, 2008, following non-jury trial and subsequent receipt of the parties briefs, the Court hereby finds in favor of the Plaintiff an awards her the sum of \$69,978.00. As the evidence showed the Defendant was already paid the amount of \$151,980.00, the Defendant's Counterclaim is hereby Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois
2/2008	Motion For Post Trial Relief, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
4/2008	Order, this 4th day of Sept., 2008, argument on the Defendant's Motion for Post Trial Relief is scheduled for the 8th day of Oct., 2008 at 10:00 A.M. in Courtroom No. 1. By The Court /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois
3/2008	Response to Defendant's Motion for Post Trial Relief, filed by s/Patrick Lavelle, Esquire. 1CC Atty. Lavelle

ate: 3/19/2009

Clearfield County Court of Common Pleas

User: BHUDSON

me: 09:40 AM

ROA Report

age 3 of 3

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

ate	Judge
3/23/2008	Order, this 22nd day of Oct., 2008, it is Ordered that the Defendant's Motion Fredric Joseph Ammerman for Post Trial Relief is DISMISSED. By The Court, /s/ Fredric J. Ammerman Pres. Judge. 1CC Attys: Lavelle, DuBois
3/18/2008	Filing: Appeal to High Court Paid by: DuBois, Jeffrey S. (attorney for Reliable Construction, LLC) Receipt number: 1926851 Dated: 11/18/2008 Amount: \$50.00 (Check) For: Reliable Construction, LLC (defendant) 1 Cer to Superior Court with \$60.00 Check and 6 cert. copies to Atty.
3/21/2008	Order, this 21st day of Nov., 2008, it is Ordered that Reliable Construction, Fredric Joseph Ammerman LLC, file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois
3/24/2008	Filing: Praecipe to Enter Judgment on Verdict Paid by: Lavelle, Patrick Fredric Joseph Ammerman (attorney for Taylor, Cheryl A.) Receipt number: 1926947 Dated: 11/24/2008 Amount: \$20.00 (Check) For: Taylor, Cheryl A. (plaintiff) filed by s/Patrick Lavelle, Esq. Judgment is entered in favor of Plaintiff and against Defendant in the amount of \$69,978.00, as set forth in the Order of Court dated August 22, 2008, and entered of record on August 25, 2008. One CC and Statement to Attorney Lavelle Notice to Attorney DuBois
3/5/2008	Appeal Docket Sheet, filed. 1925 WDA 2008. No CC Fredric Joseph Ammerman
3/10/2008	Defendant's Statement of Errors Complained of on Appeal, filed by s/ Jeffrey S. DuBois, Esquire. 4CC Atty. DuBois Fredric Joseph Ammerman
3/19/2009	Transcript of Proceedings, filed. Civil Nonjury Trial, Day I and II, held before Fredric Joseph Ammerman the Honorable Fredric J. Ammerman, Pres. Judge, on March 4, 2008.
	Transcript of Proceedings, filed. Civil Nonjury Trial, Day II of II, held before t Fredric Joseph Ammerman Nonorable Fredric J. Ammerman, Pres. Judge, on Monday, June 2, 2008.
3/18/2009	Opinion, March 18, 2009, (See Original for Details) BY THE COURT: Fredric Joseph Ammerman /s/Fredric J. Ammerman, P.J. Three CC Attorneys Lavelle and DuBois One CC D. Mikesell and Law Library
3/19/2009	March 19, 2009, Mailed Appeal to Superior Court. Fredric Joseph Ammerman March 19, 2009, Letters, Re: Notification of mailing appeal mailed to Patrick Lavelle, Esq. and Jeffrey S. DuBois, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c).

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

MAR 19 2009

Attest.

*William J. Hudson*  
Prothonotary/  
Clerk of Courts

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

**No. 06-556CD**  
**Cheryl A. Taylor**  
**Vs.**  
**Reliable Construction**

<b>ITEM NO.</b>	<b>DATE OF FILING</b>	<b>NAME OF DOCUMENT</b>	<b>NO. OF PAGES</b>
01	04/10/06	Civil Complaint	21
02	05/05/06	Sheriff Return	01
03	06/12/06	Important Notice (10-Day Notice)	05
04	06/30/06	Preliminary Objections with Scheduling Order filed July 3, 2006	05
05	07/24/06	Motion for Continuance with Order filed July 27, 2006	09
06	09/21/06	Order, Re: argument on Defendant's Preliminary Objections	01
07	10/10/06	Amended Complaint	22
08	11/06/06	Answer to Amended Complaint, New Matter and Counterclaim	11
09	11/22/06	Response to New Matter and Answer to Counterclaim	06
10	07/05/07	Certificate of Readiness for Trial	02
11	07/18/07	Objection to Certificate of Readiness	03
12	07/20/07	Order, Re: Case removed from trial list	01
13	09/19/07	Praecipe for Entry of Appearance	02
14	10/11/07	Order, Re: Pre-Trial Conference scheduled	01
15	12/03/07	Order, Re: Jury selection scheduled	01
16	12/28/07	Motion to Withdraw Demand for Jury Trial	04
17	01/02/08	Order, Re: Motion to Withdraw Demand for Jury Trial Granted	01
18	03/03/08	Motion in Limine	04
19	03/03/08	Order, Re: argument scheduled on Motion in Limine	01
20	03/06/08	Order, Re: Matter rescheduled to be completed	01
21	03/28/08	Motion for Continuance with Order filed April 1, 2008	05
22	05/01/08	Notice of Entry Upon Property	03
23	06/03/08	Order, Re: briefs to be submitted	01
24	08/25/08	Order, Re: Court verdict	01
25	09/02/08	Motion for Post Trial Relief	06
26	09/04/08	Order, Re: argument on Defendant's Motion for Post Trial Relief	01
27	09/08/08	Response to Defendant's Motion for Post Trial Relief	06
28	10/23/08	Order, Defendant's Motion for Post Trial Relief is Dismissed	01
29	11/18/08	Notice of Appeal to High Court	07
30	11/21/08	Order, Re: Concise Statement	01
31	11/24/08	Praecipe to Enter Judgment on Verdict	05
32	12/05/08	Appeal Docket Sheet, 1925 WDA 2008	03
33	12/10/08	Defendant's Statement of Errors Complained of on Appeal	06
34	02/19/09	Transcript of Proceedings, Civil Non-Jury Trial, Day I of II	Separate Cover
35	02/19/09	Transcript of Proceedings, Civil Non-Jury Trial, Day II of II	Separate Cover
36	03/18/09	Opinion	07
37	03/19/09	Letters, Re: Notification of mailing appeal mailed to Patrick Lavelle, Esq. and Jeffrey S. DuBois, Esq. with certified copies of docket sheet and Document listing required by Pa.R.A.P. 1931(c)	05

IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Cheryl A. Taylor

Vs.

Case No. 2006-00556-CD

Reliable Construction, LLC

FILED

MAR 23 2009

William A. Shaw  
Prothonotary/Clerk of Courts

CERTIFICATE OF CONTENTS

NOW, this 19<sup>th</sup> day of March, 2009, the undersigned, Prothonotary or Deputy Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, the said Court of record, does hereby certify that attached is the original record of the case currently on Appeal.

An additional copy of this Certificate is enclosed with the original hereof and the Clerk or Prothonotary of the Superior Court is hereby directed to acknowledge receipt of the Appeal Record by executing such copy at the place indicated by forthwith returning the same to this Court.

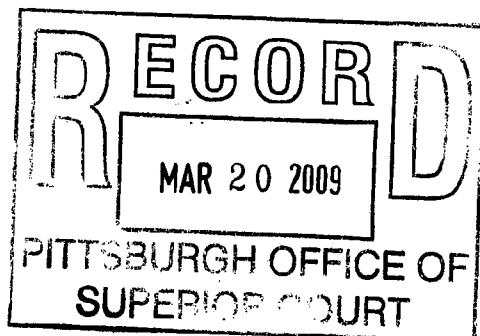
By:

William A. Shaw, Prothonotary

Record, Etc. Received:

Date: \_\_\_\_\_

S. Marion  
(Signature & Title)



**FILED**

**MAR 23 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

2009 O SWAN

06-556-CD

**NON-PRECEDENTIAL DECISION - SEE SUPERIOR COURT I.O.P. 65.37**

CHERYL A. TAYLOR, : IN THE SUPERIOR COURT OF  
PENNSYLVANIA

Appellee :

v.

RELIABLE CONSTRUCTION, LLC., :

Appellant :

William A. Shaw  
Prothonotary/Clerk of Courts  
No. 1925 WDA 2008

**FILED**

APR 06 2010

60

Appeal from the Judgment of November 24, 2008,  
in the Court of Common Pleas of Clearfield County,  
Civil Division at No. 06-556-CD

BEFORE: PANELLA, SHOGAN and COLVILLE\*, JJ.

MEMORANDUM:

FILED: February 19, 2010

This is an appeal from a judgment entered in favor of Appellee.<sup>1</sup> We affirm.

The background underlying this matter can be summarized in the following manner. The parties entered into a series of contracts which required Appellant to rebuild and remodel Appellee's home. Appellee eventually filed a complaint, and later an amended complaint, against Appellant. The amended complaint contained three counts of breach of contract and one count of negligence; essentially, Appellee averred that

<sup>1</sup> Appellant purports to appeal from the order entered on October 23, 2008. That order denied Appellant's motion for post-trial relief. Orders denying post-trial motions are not appealable; instead, a subsequently entered judgment is the appealable order when a trial has occurred. **Harvey v. Rouse Chamberlin, Ltd.**, 901 A.2d 523, 524 n.1 (Pa. Super. 2006). Judgment was entered on November 24, 2008.

\*Retired Senior Judge assigned to the Superior Court.

Appellant did not complete the project in a workmanlike manner. Appellant filed an answer, new matter, and counterclaim. In its counterclaim, Appellant alleged that Appellee still owed it \$25,500.00 for work Appellant had completed but for which Appellee failed to pay.

A non-jury trial commenced. As to Appellee's claims, the court awarded her the sum of \$69,978.00. The court dismissed Appellant's counterclaim, finding that Appellee had paid what she owed to Appellant. Appellant filed a motion for post-trial relief wherein it sought judgment notwithstanding the verdict. The court denied the motion, and Appellant filed a notice of appeal. Judgment subsequently was entered; therefore, this matter is ripe for our review.

In its brief to this Court, Appellant asks us to consider the following questions:

I. Whether the trial court erred as a matter of law and/or abused its discretion [sic] in awarding judgment in favor of [Appellee] when [Appellant] had substantially completed the contract by virtually completing all construction work in the five (5) different contracts and changing [Appellee's] home from a dilapidated [sic] house into a brand new home, twice in size.

II. Whether the trial court erred as a matter of law and/or abused its discretion [sic] in allowing into evidence the second expert report from [Appellee] when the report was not referenced in either the pretrial statement or at the pretrial conference and was not viewed or prepared by the expert until two (2) weeks prior to trial.

III. Whether the trial court erred as a matter of law and/or abused its discretion [sic] in admitting into evidence cancelled

checks allegedly representing payment by [Appellee] to [Appellant] when said checks contradicted the amount set forth in [Appellee's] amended complaint as well as what was set forth in [Appellee's] case in chief, and said checks were not presented until cross examination of [Appellant's] case in chief.

Appellant's Brief at 4 (suggested answers omitted).

The following general principles guide our consideration of this appeal:

In reviewing a motion for judgment n.o.v., the evidence must be considered in the light most favorable to the verdict winner, and he must be given the benefit of every reasonable inference of fact arising therefrom, and any conflict in the evidence must be resolved in his favor. Moreover, [a] judgment n.o.v. should only be entered in a clear case and any doubts must be resolved in favor of the verdict winner. . . .

There are two bases upon which a judgment n.o.v. can be entered: one, the movant is entitled to judgment as a matter of law, and/or two, the evidence was such that no two reasonable minds could disagree that the outcome should have been rendered in favor of the movant[.] With the first a court reviews the record and concludes that even with all factual inferences decided adverse to the movant the law nonetheless requires a verdict in his favor, whereas with the second the court reviews the evidentiary record and concludes that the evidence was such that a verdict for the movant was beyond peradventure.

***Moure v. Raeuchle***, 604 A.2d 1003, 1007 (Pa. 1992) (citations and quotation marks omitted).

Under its first issue, Appellant contends that, pursuant to the doctrine of substantial performance, the trial court should have entered a judgment in Appellant's favor. Appellant waived this issue by failing to include it in its motion for post-trial relief. ***Kraus v. Taylor***, 710 A.2d 1142, 1146 (Pa.

Super. 1998) ("In order to preserve an issue for appellate review following a civil verdict, the issue must first be raised in a post-trial motion.").

Appellant next argues that the trial court erred by allowing into evidence Appellee's expert report. According to Appellant, to its prejudice, Appellee did not provide her expert's report to Appellant in a timely fashion.

As an initial matter, Appellant has failed to cite any legal authority in support of its position. **See** Pa.R.A.P. 2119(a). Moreover, in its opinion, the trial court states that Appellee's expert report was not admitted into evidence.<sup>2</sup> Appellant fails to rebut this statement and/or to provide a citation to the record pinpointing when during the trial the report was admitted into evidence. Pa.R.A.P. 2119(c). We further note that no such report was included in the certified record. Accordingly, this issue warrants no relief.

Lastly, Appellant argues that the trial court erred by allowing Appellee to admit into evidence copies of six cancelled checks. Joseph Andres is the general manager for Appellant. At trial, he testified that the cost of repairing and remodeling Appellee's home was approximately \$150,000.00. He claimed that Appellee only paid Appellant \$120,000.00; thus, she still owed Appellant \$30,000.00. When Appellee's counsel cross examined Mr. Andres, counsel produced copies of six checks. These checks were made out

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<sup>2</sup> Appellee agrees with the trial court in this regard.

by Appellee and payable to Appellant. The checks reflected that Appellee paid Appellant \$151,980.00. Mr. Andres agreed that he endorsed these checks.

When Appellee moved to admit the copies of the checks into evidence, Appellant's counsel objected, stating that he had not had an opportunity to view the checks. The trial court overruled the objection. In its opinion, the court concluded that the checks were properly admitted as rebuttal evidence. Appellant disagrees with this conclusion.

Admission of evidence is within the sound discretion of the trial court and we review the trial court's determinations regarding the admissibility of evidence for an abuse of discretion. To constitute reversible error, an evidentiary ruling must not only be erroneous, but also harmful or prejudicial to the complaining party. For evidence to be admissible, it must be competent and relevant. Evidence is competent if it is material to the issue to be determined at trial. Evidence is relevant if it tends to prove or disprove a material fact. Relevant evidence is admissible if its probative value outweighs its prejudicial impact. The trial court's rulings regarding the relevancy of evidence will not be overturned absent an abuse of discretion.

The character of a witness for truthfulness may not be attacked or supported by cross-examination or extrinsic evidence concerning specific instances of a witness' conduct. However, the credibility of a witness may be impeached by any evidence relevant to that issue.

**American Future Systems, Inc. v. BBB**, 872 A.2d 1202, 1212-13 (Pa. Super. 2005) (citations omitted)

The trial court did not abuse its discretion by admitting into evidence the copies of the checks. In its counterclaim, Appellant contended that

Appellee still owed \$25,500.00 to Appellant. Moreover, as noted above, Mr. Andres testified that Appellee only paid Appellant \$120,000.00. The copies of the checks clearly were relevant to disprove Appellant's counterclaim and to impeach Mr. Andres' credibility. This issue is meritless.

Judgment affirmed.

FILED  
APR 06 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

Judgment Entered:

Eleanor R. Valecko

Deputy Prothonotary

DATE: February 19, 2010



## Superior Court of Pennsylvania

Karen Reid Bramblett, Esq.  
Prothonotary  
Eleanor R. Valecko  
Deputy Prothonotary

Western District

310 Grant Street, Suite 600  
Pittsburgh, PA 15219-2297  
(412) 565-7592  
[www.superior.court.state.pa.us](http://www.superior.court.state.pa.us)

### CERTIFICATE OF REMITTAL/REMAND OF RECORD

TO: Mr. Shaw  
Prothonotary

RE: Taylor, C. v. Reliable Construction LLC  
1925 WDA 2008  
Trial Court: Clearfield County Court of Common Pleas  
Trial Court Docket No: No. 06-556-CD

**FILED**

07/08/2010  
APR 06 2010

William A. Shaw  
Prothonotary/Clerk of Courts

Annexed hereto pursuant to Pennsylvania Rules of Appellate Procedure 2571 and 2572 is the entire record for the above matter.

#### Original Record contents:

Item	Filed Date	Description
Original Record	March 20, 2009	1 Part
Transcripts	March 20, 2009	2

Additional Item(s): Along with Superior Court Memorandum decision dated 2-19-2010.

Remand/Remittal Date: 04/05/2010

ORIGINAL RECIPIENT ONLY - Please acknowledge receipt by signing, dating, and returning the enclosed copy of this certificate to our office. Copy recipients (noted below) need not acknowledge receipt.

Very truly yours,

Eleanor R. Valecko  
Deputy Prothonotary

/tdt

Enclosure

cc: The Honorable Fredric J. Ammerman, President Judge  
Jeffrey Scott DuBois, Esq.  
Patrick Lavelle, Esq.

Taylor, C. v. Reliable Construction LLC  
1925 WDA 2008

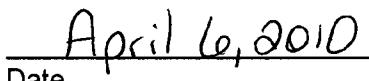
Letter to: Mr. William A. Shaw

**Acknowledgement of Certificate of Remittal/Remand of Record (to be returned):**

Signature



Date



Printed Name

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan, 2014  
Clearfield Co., Clearfield, PA

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**Case No. 556 – 2006 CD**

**Type of Case:** Civil Action

**Type of Pleading:**

Motion to Enforce Settlement  
Agreement, Motion for Attorney Fees

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

**FILED** 1CC  
0191730 AUG 24 2010 Atty  
AUG 24 2010 Lavelle  
William A. Shaw  
Prothonotary/Clerk of Courts  
(61)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**MOTION TO ENFORCE SETTLEMENT AGREEMENT**

AND NOW comes the Plaintiff, **CHERYL A. TAYLOR**, by and through her attorney, **PATRICK LAVELLE, ESQ.**, and submits the following Motion to Enforce Settlement Agreement, averments in support of which are as follows:

1. Following a bench trial in this case held on March 4th and June 2nd, 2008, judgment was entered in favor of the plaintiff for \$69,978.00 (*See Statement of Judgment, attached and marked as Exhibit 1*).
2. Defendant's appealed and the Superior Court subsequently affirmed the judgment of the trial Court by its opinion and order dated February 19, 2010.
3. On June 1, 2010 Counsel for defendant forwarded a written offer of settlement to the Plaintiff through her Counsel. (*See copy of fax correspondence attached and marked as Exhibit 1*).
4. Following discussions with the plaintiff, Plaintiff's counsel advised Counsel for the defendant that she would accept the offer of settlement on June 14, 2010.

5. Said offer was supported by adequate consideration as plaintiff agreed to accept an amount significantly less than the judgment amount in exchange for a guaranteed payment.

6. Counsel for the plaintiff has previously corresponded with counsel for the defendant as to this matter (*see copy of correspondence dated 7/30/10 attached and marked as Exhibit 3*), and made numerous phone calls in an attempt to expedite said settlement to no avail.

7. To date, the defendant has failed to complete the settlement or make any payment to the Plaintiff.

8. Plaintiff now seeks the intervention of the Court in an effort to enforce the agreement and an Order seeking payment to the Plaintiff in accordance with said agreement.

WHEREFORE the plaintiff prays that this Honorable Court will grant her Motion and enter an Order directing the defendant to comply with the settlement agreement and make expeditious payment to the plaintiff.

**MOTION FOR THE PAYMENT OF FEES**

9. Having entered into an agreement to settle this matter with the plaintiff, the defendant had an affirmative obligation to proceed to perform and make payment as agreed.

10. By ignoring, or otherwise refusing to move forward on this matter, the defendant has forced the plaintiff to expend additional sums of money in the form of attorney's fees to seek enforcement of the settlement agreement.

11. Plaintiff will have incurred \$500.00 expense in said attorney fees for the preparation and filing and processing of this motion.

WHEREFORE plaintiff prays that this Honorable Court will grant her motion and award her attorney's fees in the amount of \$500.00.

RESPECTFULLY SUBMITTED,



Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

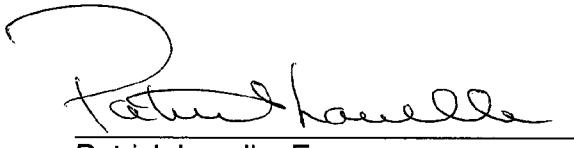
RELIABLE CONSTRUCTION, LLC

Defendant

**CERTIFICATE OF SERVICE**

I hereby certify that I served a copy of the forgoing Motion to Enforce Settlement on August 23, 2010, by mailing same via 1<sup>st</sup> class mail, postage prepaid to the following:

Jeffrey S. DuBois  
210 McCracken Run Rd.  
DuBois, PA. 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Cheryl A. Taylor  
Plaintiff(s)

No.: 2006-00556-CD

Real Debt: \$69,978.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Reliable Construction, LLC  
Defendant(s)

Entry: \$20.00

Instrument: Judgment on Verdict

Date of Entry: November 24, 2008

Expires: November 24, 2013

Certified from the record this 24th day of November, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney



**JEFFREY S. DUBOIS**  
*Attorney at Law*  
210 McCracken Run Road – DuBois, PA 15801

PHONE: 814-375-5598  
FAX: 814-375-8710  
E-Mail: jsd.law@verizon.net

## **FAX COVER PAGE**

DATE: June 1, 2010  
TO: Patrick Lavelle, Esquire  
NO. 371-4480  
FROM: Jeffrey S. DuBois, Esquire  
RE: Taylor v. Reliable Construction

Number of pages sent (Including cover page) 1

Dear Pat,

This is a follow up to our recent telephone conversation.

Per our discussion, I would offer the following for settlement:

\$35,000, payable in two (2) installments.  
\$27,000.00 up front and the remaining \$8,000 in payments, over time.

My client has retained a bankruptcy attorney. In light of the above offer, my client would be willing to exclude your client from the bankruptcy.

Please let me know your thoughts on the same.

Jeff

If you do not receive all of the pages in good condition, please call 814-375-5598.

### **CONFIDENTIALITY NOTE**

The documents accompanying this facsimile transmission contains information from the Jeffrey S. DuBois Law Office, which is confidential and/or legally privileged. The information is intended for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this facsimile information is strictly prohibited, and that the documents should be returned to this firm immediately. In this regard, if you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the return of the original documents to us at no cost to you.

**Patrick Lavelle**  
**Attorney and Counselor at Law**

---

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

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

July 30, 2010

Attorney Jeffery S. DuBois  
210 McCracken Run Road  
DuBois, PA 15801

Re: Taylor v. Reliable Construction  
Case No. 1925 WDA 2008/06-556CD

Dear Jeff,

It has been approximately six weeks since we came to an agreement with regards to settling this matter. My client agreed to accept this resolution following a review of your written offer, and after conferring with me as to its appropriateness. My advice to my client was based in part upon the input that you provided to our office regarding certain circumstances effecting the matter, as well as your assertion that the matter could be concluded in an expeditious manner.

My client is becoming understandably anxious about this settlement and your client's intention to abide by our agreement. I would appreciate you taking some immediate action to begin and hopefully conclude a full implementation of the settlement agreement, including the preparation of an appropriate release document. My client is of the opinion, and I would agree, she has allowed more than a reasonable amount of time for you to complete whatever tasks are associated with this matter, and make payment as agreed.

Kindly advise me as to the status of this matter, and please provide us with a reasonable estimate of the time you may need so that I may advise and reassure my client.

As always, if you should have any questions, please give us a call here at the office.

Sincerely,

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 - 2006 CD**

Plaintiff

v.

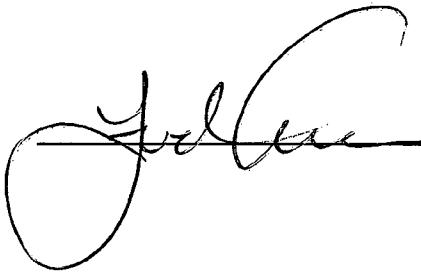
RELIABLE CONSTRUCTION, LLC

Defendant

ORDER

AND NOW this 24 day of August, 2010, upon consideration of the Motion of the Plaintiff, it is hereby ORDERED that a hearing on the matter shall be held on the 15<sup>th</sup> day of September, 2010, at 1:30 o'clock P.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA. 16830.

BY THE COURT



P.J.

**FILED**

01943371  
AUG 25 2010  
Atty Lavelle

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

AUG 25 2010

William A. Straw  
Prothonotary/Clerk of Courts

DATE: 8/25/10

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 DIVISION

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
Vs. : Type of Pleading:  
: **MOTION FOR CONTINUANCE**  
:  
RELIABLE CONSTRUCTION, LLC, :  
Defendant : Filed on Behalf of:  
: DEFENDANT  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 210 McCracken Run Road  
: DuBois, PA 15801  
: (814) 375-5598

FILED 3cc  
M 11/17/2010 Atty  
SEP 09 2010  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
60

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

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
: Vs.  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**MOTION FOR CONTINUANCE**

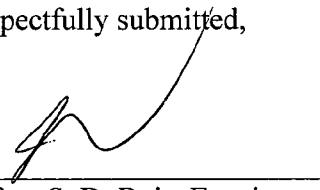
**MOTION FOR CONTINUANCE**

AND NOW, comes the Defendant, RELIABLE CONSTRUCTION, LLC, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Motion for Continuance, and in support thereof avers the following:

1. There is a Hearing on Plaintiff's Motion to Enforce Settlement on September 15, 2010.
2. The undersigned just recently was notified of said Hearing, specifically on September 3, 2010 via facsimile.
3. The undersigned is previously scheduled for a Custody Trial in Clearfield County on the same date and time.
4. Therefore, Defendant requests said hearing be continued to another date and time.

WHEREFORE, Defendant respectfully requests this Honorable Court to grant a continuance in this matter and continue said hearing to another date and time.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

CHERYL A. TAYLOR, : No. 06-556-CD  
Plaintiff :  
: :  
Vs. : :  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant : :  
: :

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 7 day of September, 2010, I served a true and correct copy of the within Motion for Continuance by first class mail, postage prepaid, on the following:

Patrick Lavelle, Esquire  
25 East Park Avenue, Suite #4  
DuBois, PA 15801



---

Jeffrey S. DuBois

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

CHERYL A. TAYLOR, : No. 06-556-CD

Plaintiff :

Vs. :

RELIABLE CONSTRUCTION, LLC, :

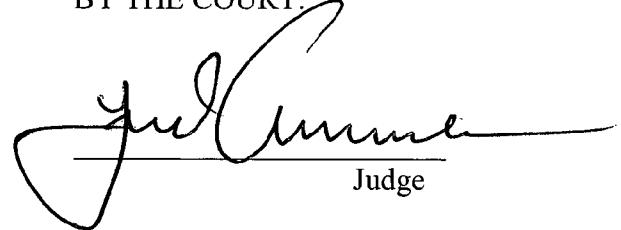
Defendant :

**ORDER**

AND NOW, this 13 day of Sept, 2010, in consideration of  
Defendant's Motion for Continuance,

IT IS HEREBY ORDERED AND DECREED that the hearing scheduled for  
September 15, 2010 be rescheduled to the 26<sup>th</sup> day of October, 2010  
at 3:00 o'clock, p.m. at the Clearfield County Courthouse, Courtroom No.  
1, Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge

S FILED 300  
09/00/2010 AMY  
BPD SEP 13 2010 Dubois  
William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

SEP 13 2010

William A. Straw  
Prothonotary/Clerk of Courts

9/13/10

DATE: \_\_\_\_\_ 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 THE  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CHERYL A. TAYLOR : Docket No. 556-2006-CD  
Plaintiff :  
: Type of Pleading:  
Vs. :  
: **MOTION TO WITHDRAW  
AS COUNSEL**  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
: Filed on Behalf of:  
: DEFENDANT  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 210 McCracken Run Road  
: DuBois, PA 15801  
: (814) 375-5598

5  
FILED 3 CC  
01/13/2010 Atty  
01/22/2010 DeBois  
William A. Shaw  
Prothonotary/Clerk of Courts  
60

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

CHERYL A. TAYLOR	:	Docket No. 556-2006-CD
Plaintiff	:	
	:	
	:	
Vs.	:	
	:	
RELIABLE CONSTRUCTION, LLC,	:	
Defendant	:	

**MOTION FOR WITHDRAW AS COUNSEL**

AND NOW, comes you Petitioner, JEFFREY S. DuBOIS, ESQUIRE, who files this Motion for Withdraw of Counsel and in support thereof avers the following:

1. Petitioner represents Defendant Reliable Construction, LLC, with respect to the above captioned case.
2. The undersigned has represented Defendant at various hearings and conferences over the past two (2) years.
3. Defendant's legal bill to the undersigned is seriously overdue.
4. Defendant has failed to make requested payments for the undersigned's services.
5. Petitioner has informed Defendant that the undersigned will withdraw unless payment is made.
6. For the undersigned to have to continue to represent Defendant without being paid for his services will result in unreasonable financial burden to the undersigned.

7. Further, Defendant has recently filed for bankruptcy, naming the undersigned as a creditor.

WHEREFORE, for the foregoing reasons, Petitioner respectfully requests this Honorable Court to grant this petition for the undersigned to withdraw as counsel of record for Defendant Reliable Construction, LLC.

Respectfully submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

CHERYL A. TAYLOR	:	Docket No. 556-2006-CD
	Plaintiff	:
		:
		:
VS.	:	
	:	
RELIABLE CONSTRUCTION, LLC,	:	
	Defendant	:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 20<sup>th</sup> day of October, 2010, I served a true and correct copy of the within Motion to Withdraw as Counsel by first class mail, postage prepaid, on the following:

Patrick Lavelle, Esquire  
25 East Park Avenue, Suite 4  
DuBois, PA 15801

Reliable Construction, LLC  
153 Treasure Lake  
DuBois, PA 15801



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

CHERYL A. TAYLOR : Docket No. 556-2006-CD  
Plaintiff :  
: :  
: :  
Vs. :  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2010, in consideration of  
Defendant's Motion for Withdraw of Counsel,

IT IS HEREBY ORDERED AND DECREED, that a hearing shall be conducted in this  
matter on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, at \_\_\_\_\_ o'clock \_\_\_\_M., at the  
Clearfield County Courthouse, in Clearfield, Pennsylvania.

BY THE COURT:

---

Judge

CA

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

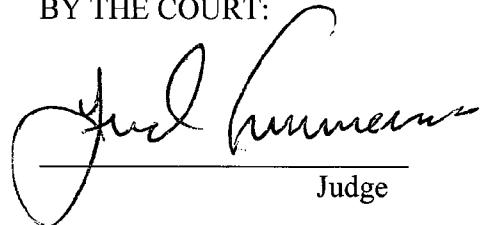
CHERYL A. TAYLOR : Docket No. 556-2006-CD  
Plaintiff :  
: :  
: :  
Vs. :  
: :  
RELIABLE CONSTRUCTION, LLC, :  
Defendant :  
:

**ORDER**

AND NOW, this 25 day of October, 2010, in consideration of  
Defendant's Motion for Withdraw of Counsel,

IT IS HEREBY ORDERED AND DECREED that Jeffrey S. DuBois, Esquire, be  
withdrawn as Counsel of Record for Defendant Reliable Construction, LLC.

BY THE COURT:

  
\_\_\_\_\_  
Judge

S **FILED** 3cc  
010-33004-A4yDuBois  
OCT 27 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
(6)

**FILED**

OCT 27 2010

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 10/27/10

X Yes, the Prothonotary is responsible for serving all summons and process on parties.

The Prothonotary's office has received service of summons and process on the following parties:  
Plaintiff(s)  Plaintiff(s) Attorney  Other  
Defendant(s)  Defendant(s) Attorney  Other

Special instructions:

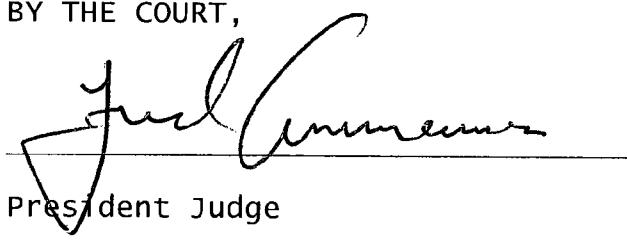
IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CHERYL A. TAYLOR :  
-vs- : No. 06-556-CD  
RELIABLE CONSTRUCTION, LLC :

O R D E R

AND NOW, this 26th day of October, 2010, this being the date set for hearing on Petition to Enforce Settlement, with the Court noting that Reliable Construction, LLC, is now proceeding pro se and is represented by owner, Joseph Andres; Mr. Andres having represented to the Court and to opposing counsel that he and the said company have filed for bankruptcy protection, and following discussion with Mr. Andres and counsel Patrick Lavelle on the record, it is the ORDER of this Court that today's hearing be and is hereby continued. The hearing on the Petition to Enforce Settlement shall be rescheduled upon request by Attorney Patrick Lavelle.

BY THE COURT,

  
President Judge

FILED  
09/27/2010

William A. Shaw  
Prothonotary/Clerk of Courts

cc: Atty Lavelle  
cc: Def. - 153 Treasure Lake  
DeBois, PA 15801

**FILED**

OCT 27 2010

William A. Straw  
Prothonotary/Clerk of Courts

DATE: 10/27/10

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 DIVISION

CA  
**FILED**

NOV 03 2010  
11:15 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

CHERYL A. TAYLOR

Plaintiff

v.

Case No. 556 - 2006 CD

Type of Case: Civil Action

Type of Pleading: Motion to Re-schedule Hearing on Plaintiff's Motion to Enforce Settlement Agreement, Motion for Attorney Fees

RELIABLE CONSTRUCTION, LLC

Defendant

Filed on Behalf of: Plaintiff

Filed By:

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

**MOTION TO RE-SCHEDULE HEARING ON PLAINTIFF'S MOTION TO ENFORCE  
SETTLEMENT AGREEMENT**

AND NOW comes the Plaintiff, **CHERYL A. TAYLOR**, by and through her attorney, **PATRICK LAVELLE, ESQ.**, and submits the following Motion to Re-schedule a hearing on the Plaintiff's Motion to Enforce Settlement Agreement, averments in support of which are as follows:

1. Plaintiff filed her original Motion seeking to enforce a negotiated settlement entered into between the parties in this case.
2. A hearing was scheduled on the Motion for October 26, 2010.
3. The defendant, by its principal member-manager Joseph Andres, appeared "pro se" and advised the Court that he had filed bankruptcy on behalf of the defendant.
4. The Court was unable to confirm the existence of a bankruptcy filing for the defendant, and continued the matter to allow for an inquiry into the defendant's possible filings.

5. Counsel for the Plaintiff contacted the Bankruptcy Court for the Western District of Pennsylvania in Johnstown, PA. and was advised by an officer of said Court that Joseph Andres and his wife had filed bankruptcy on behalf of themselves, and had further identified themselves in the original pleadings as t/d/b/a Reliable Construction. (Case No. 10-71067).

6. The officer for the bankruptcy Court advised that the original filing by the Andres' had been amended to delete any reference to Reliable Construction.

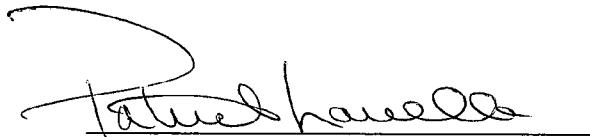
7. The Bankruptcy Court has no record of any filings on behalf of Reliable Construction LLC., the defendant in this action.

8. Reliable Construction LLC continues to be an active entity in the Commonwealth of Pennsylvania as of 10/29/2010, with a registered entity No. of 3195296. (See attached report from the Penna. Dept. of State, attached and marked as Plaintiff's exhibit "A").

9. Having not filed for Bankruptcy protection, and continuing to be a viable entity under the laws of the Commonwealth, the defendant should be ordered to appear and respond to the Plaintiff's Motion to Compel Enforcement of the Settlement Agreement.

WHEREFORE the plaintiff prays that this Honorable Court will grant her Motion and enter an Order directing the defendant to appear at a hearing on the plaintiff's original Motion.

RESPECTFULLY SUBMITTED,



\_\_\_\_\_  
Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

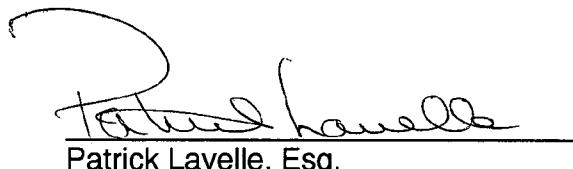
RELIABLE CONSTRUCTION, LLC

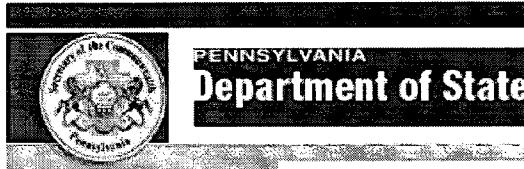
Defendant

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the forgoing Motion to Re-schedule a hearing on Plaintiff's Motion to Enforce Settlement on November 2, 2010, by mailing same via 1<sup>st</sup> class mail, postage prepaid to the following:

Joseph Andres  
153 Treasure Lake  
DuBois, PA. 15801

  
Patrick Lavelle, Esq.



## Corporations

Online Services | Corporations | Forms | Contact Corporations | Business Services

Search  
By Business Name  
By Business Entity ID  
Verify  
Verify Certification  
Online Orders  
Register for Online  
Orders  
Order Good Standing  
Order Certified Documents  
Order Business List  
My Images  
Search for Images

### Business Entity Filing History

Date: 10/29/2010 (Select the link above to view the Business Entity's Filing History)

#### Business Name History

Name	Name Type
RELIABLE CONSTRUCTION, BUILDING AND REMODELING SERVICES, LLC	Current Name

#### Limited Liability Company - Domestic - Information

Entity Number:	3195296
Status:	Active
Entity Creation Date:	1/22/2004 12:13:53 PM
Registered Office Address:	153 TREASURE LAKE DUBOIS PA 15801- Clearfield
Mailing Address:	No Address

#### Officers

Name:	JOSEPH ANDRES
Title:	President
Address:	153 TREASURE LAKE DU BOIS PA 15801-17



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Commonwealth of PA Privacy Statement

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

ORDER

AND NOW this 3<sup>rd</sup> day of November, 2010, upon consideration of the Motion of the Plaintiff, it is hereby ORDERED that a hearing on the matter shall be held on the 29<sup>th</sup> day of November, 2010, at 10:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, PA. 16830.

BY THE COURT

  
\_\_\_\_\_  
P.J.

**FILED**

0124701  
NOV 04 2010

Atty Lavelle

William A. Shaw  
Prothonotary/Clerk of Courts

610

CH

**FILED**

NOV 04 2010

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/4/10

You are responsible for service of process on all parties.

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

Plaintiff(s) \_\_\_\_\_ Plaintiff(s) Attorney: \_\_\_\_\_ Clerk

Defendant(s) \_\_\_\_\_ Defendant(s) Attorney: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

**Type of Case:** Civil Action

v.

**Type of Pleading:**  
Certificate of Service

RELIABLE CONSTRUCTION, LLC

Defendant

**Filed on Behalf of:** Plaintiff

**Filed By:**

Patrick Lavelle, Esq.  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (fax)

*s*  
**FILED**  
ATT: 04/01/10 ICC  
DEC 01 2010 Atty Lavelle  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

**Case No. 556 – 2006 CD**

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

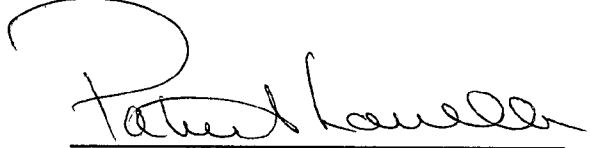
Defendant

**CERTIFICATE OF SERVICE**

By my signature appearing below, I Certify that on the 9<sup>th</sup> day of November, 2010 I served Notice of the scheduling of a hearing in the matter of Plaintiff's Motion for the Enforcement of Settlement Agreement, by mailing same via Certified Mail, Return Receipt Requested, to the following:

Mr. Joseph Andres  
153 Treasure Lake  
DuBois, PA. 15801

The aforementioned Certified mail was received and receipt was acknowledged on November, 12, 2010 as evidenced by the attached copy of the PS Form 3811.

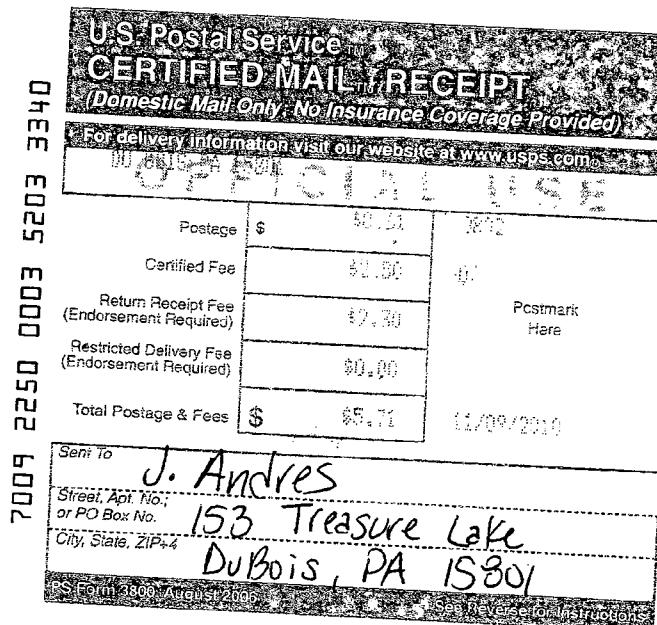
  
\_\_\_\_\_  
Patrick Lavelle, Esq.

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <i>X Williams &amp; Clark</i></p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Williams &amp; Clark</i></p> <p>C. Date of Delivery <i>11/09/10</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p><i>Mr. Joseph Andres 153 Treasure Lake DuBois, PA 15801</i></p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.         </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p><i>7009 2250 0003 5203 3340</i></p>			

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CIVIL DIVISION

CHERYL A. TAYLOR

Case No. 556 – 2006 CD

Plaintiff

v.

RELIABLE CONSTRUCTION, LLC

Defendant

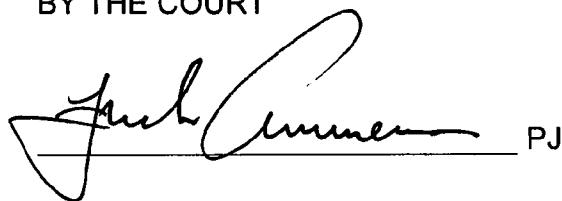
ORDER

AND NOW this 29<sup>th</sup> day of November, 2010, following a hearing on the Plaintiff's Motion to Enforce Settlement, it is hereby ORDERED and DECREED that Plaintiff's Motion is GRANTED. The Defendant is hereby directed to strictly comply with the terms of the original settlement offer within fifteen (15) days of the date of this order. Defendant shall also pay Plaintiff's attorney's fees as requested by paying to Patrick Lavelle, Esq., the amount of \$500.00 within the same fifteen (15) days.

FURTHER, the Defendant is hereby ORDERED to respond to the further Discovery requests of the plaintiff within twenty (20) days of the receipt of same consistent with the provisions of *Pa. R.C.P. Rule 4019*.

FILED  
12/13/2010  
S DEC 01 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
200 A St. Lavelle  
ORIGINAL

BY THE COURT

 PJ

**FILED**

DEC 01 2010

William A. Shaw,  
Prothonotary/Clerk of Courts

DATE: 12/1/10

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Attorney  Other

Plaintiff(s)  Attorney

Defendant(s)  Plaintiff(s) Attorney

Special Individuals

CA

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

CHERYL A. TAYLOR : Docket No. 556-2006-CD  
Plaintiff :  
Vs. : Type of Pleading:  
RELIABLE CONSTRUCTION, LLC, :  
Defendant : **PRAECIPE FOR  
SATISFACTION AND  
DISCONTINUANCE**  
: Filed on Behalf of:  
: PLAINTIFF  
: Counsel of Record for This Party:  
: Patrick Lavelle, Esquire  
: Supreme Court No. 85537  
: 25 East Park Avenue  
: DuBois, PA 15801  
: (814) 371-2232

FILED

SEP 04 2015  
S 611171BNT  
BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS  
#7pd 3cc Attny Lavelle

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

CHERYL A. TAYLOR

Docket No. 556-2006-CD

Plaintiff

Vs.

RELIABLE CONSTRUCTION, LLC,

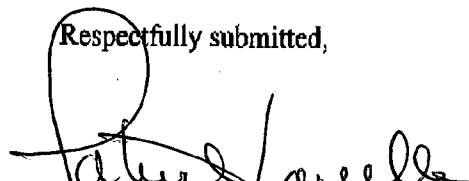
Defendant

**PRAECIPE FOR SATISFACTION AND DISCONTINUANCE**

TO THE PROTHONOTARY:

Please mark this judgement as satisfied in this matter and discontinue the case, as  
this judgement has been extinguished by bankruptcy.

Respectfully submitted,

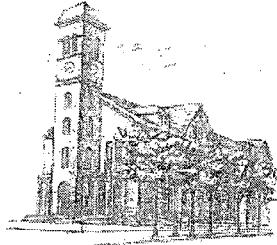


Patrick Lavelle, Esquire  
Attorney for Plaintiff

FILED

SEP 04 2015

BRIAN K. SPENCER  
PROTHONOTARY & CLERK OF COURTS



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw** **Jacki Kendrick** **Bonnie Hudson** **David S. Ammerman**  
Prothonotary/Clerk of Courts Deputy Prothonotary/Clerk of Courts Administrative Assistant Solicitor

PO Box 549, Clearfield, PA 16830 • Phone: (814) 765-2641 Ext. 1330 • Fax: (814) 765-7659 • [www.clearfieldco.org](http://www.clearfieldco.org)

**COPY**

**Fredric J. Ammerman, P.J.**  
Court of Common Pleas  
230 E. Market Street  
Clearfield, PA 16830

**Patrick Lavelle, Esq.**  
25 East Park Ave., Ste. 4  
DuBois, PA 15801

**Jeffrey S. DuBois, Esq.**  
210 McCracken Run Road  
DuBois, PA 15801

**Cheryl A. Taylor**  
Vs.  
Reliable Construction

Court No. 06-556-CD; Superior Court No. 1925 WDA 2008

Dear Counsel:

Please be advised that the above referenced record was forwarded to the Superior Court of Pennsylvania on March 19, 2009.

Sincerely,

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

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

**No. 06-556CD  
Cheryl A. Taylor  
Vs.  
Reliable Construction**

<b>ITEM NO.</b>	<b>DATE OF FILING</b>	<b>NAME OF DOCUMENT</b>	<b>NO. OF PAGES</b>
01	04/10/06	Civil Complaint	21
02	05/05/06	Sheriff Return	01
03	06/12/06	Important Notice (10-Day Notice)	05
04	06/30/06	Preliminary Objections with Scheduling Order filed July 3, 2006	05
05	07/24/06	Motion for Continuance with Order filed July 27, 2006	09
06	09/21/06	Order, Re: argument on Defendant's Preliminary Objections	01
07	10/10/06	Amended Complaint	22
08	11/06/06	Answer to Amended Complaint, New Matter and Counterclaim	11
09	11/22/06	Response to New Matter and Answer to Counterclaim	06
10	07/05/07	Certificate of Readiness for Trial	02
11	07/18/07	Objection to Certificate of Readiness	03
12	07/20/07	Order, Re: Case removed from trial list	01
13	09/19/07	Praecipe for Entry of Appearance	02
14	10/11/07	Order, Re: Pre-Trial Conference scheduled	01
15	12/03/07	Order, Re: Jury selection scheduled	01
16	12/28/07	Motion to Withdraw Demand for Jury Trial	04
17	01/02/08	Order, Re: Motion to Withdraw Demand for Jury Trial Granted	01
18	03/03/08	Motion in Limine	04
19	03/03/08	Order, Re: argument scheduled on Motion in Limine	01
20	03/06/08	Order, Re: Matter rescheduled to be completed	01
21	03/28/08	Motion for Continuance with Order filed April 1, 2008	05
22	05/01/08	Notice of Entry Upon Property	03
23	06/03/08	Order, Re: briefs to be submitted	01
24	08/25/08	Order, Re: Court verdict	01
25	09/02/08	Motion for Post Trial Relief	06
26	09/04/08	Order, Re: argument on Defendant's Motion for Post Trial Relief	01
27	09/08/08	Response to Defendant's Motion for Post Trial Relief	06
28	10/23/08	Order, Defendant's Motion for Post Trial Relief is Dismissed	01
29	11/18/08	Notice of Appeal to High Court	07
30	11/21/08	Order, Re: Concise Statement	01
31	11/24/08	Praecipe to Enter Judgment on Verdict	05
32	12/05/08	Appeal Docket Sheet, 1925 WDA 2008	03
33	12/10/08	Defendant's Statement of Errors Complained of on Appeal	06
34	02/19/09	Transcript of Proceedings, Civil Non-Jury Trial, Day I of II	Separate Cover
35	02/19/09	Transcript of Proceedings, Civil Non-Jury Trial, Day II of II	Separate Cover
36	03/18/09	Opinion	07

Date: 3/19/2009

## Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:33 AM

## ROA Report

Page 1 of 3

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylorvs.Reliable Construction, LLC

## Civil Other-COUNT

Date	Judge
4/10/2006	New Case Filed. No Judge
	Filing: Civil Complaint Paid by: Lavelle, Patrick (attorney for Taylor, Cheryl A.) Receipt number: 1913290 Dated: 04/10/2006 Amount: \$85.00 (Check) 1CC shff. No Judge
5/5/2006	Sheriff Return, April 20, 2006 at 12:08 pm served the within Complaint on Reliable Construction LLC./ So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm No Judge
	Shff Hawkins costs pd by Lavelle \$45.30
6/12/2006	Important Notice, dated June 9, 2006, filed. (Ten day notice) No CC. No Judge
6/30/2006	Preliminary Objections, filed by Atty. Buckley. 1 Cert. to Atty. Cert. of Service to Atty. Lavelle. No Judge
7/3/2006	Order, AND NOW, this 30 day of June, 2006, Court having received Defendant's Preliminary Objections, Ordered that hearing on said Motion shall be conducted on the 23rd day of August, 2006, at 2:30 p.m. in Court Room No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Buckley Fredric Joseph Ammerman
7/24/2006	Motion For Continuance, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC to Fredric Joseph Ammerman Atty
7/27/2006	Order AND NOW, on this 27th day of July 2006, upon consideration of the Motion for Continuance filed by Joseph E. Buckley Jr. counsel for the defendant, and for good cause having been shown, it is the ORDER of this Court that the Motion for Continuance is granted and the hearing scheduled on Defendant's Preliminary Objections is continued from August 23, 2006 to 2:30 p.m. to the 18th day of September 2006 at 9:00 a.m. in Courtroom 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Buckley. Fredric Joseph Ammerman
9/21/2006	Order, NOW, this 18th day of Sept., 2006, following argument on the Defendant's Preliminary Objections, Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Lavelle, Buckley Fredric Joseph Ammerman
10/10/2006	Amended Complaint, filed by s/ Patrick Lavelle, Esquire. 1CC to Atty. Fredric Joseph Ammerman
11/6/2006	Answer to Amended Complaint, New Matter and Counterclaim, filed by s/ Joseph E. Buckley Jr. Esq. 4 CC deft. Fredric Joseph Ammerman
11/22/2006	Response to New Matter, and Answer to Counterclaim, filed by s/ Patrick Lavelle Esq. 1CC atty. Fredric Joseph Ammerman
1/5/2007	Certificate of Readiness for Trial, Re: Jury Trial, filed by s/Patrick Lavelle, Esq. One CC Attorney Lavelle Fredric Joseph Ammerman
1/18/2007	Objection to Certificate of Readiness, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC Atty. Buckley Fredric Joseph Ammerman
1/20/2007	Order, this 20th day of July, 2007, Ordered that case be removed from trial list. Defendant is directed to determine as soon as possible if it will be required to obtain new counsel or, in the alternative, when Attorney Joseph E. Buckley, Jr., may be available. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, Buckley Fredric Joseph Ammerman
1/19/2007	Praecipe For Entry of Appearance, filed on behalf of Defendant, enter appearance of Jeffrey S. DuBois, Esquire. 2CC Atty. DuBois Fredric Joseph Ammerman
0/11/2007	Order, this 11th day of Oct. 2007, pre-trial conference has been scheduled for Dec. 3, 2007 at 9:00 a.m. in Judges Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois, Buckley Fredric Joseph Ammerman

Date: 3/19/2009

**Clearfield County Court of Common Pleas**

User: BHUDSON

Time: 09:33 AM

ROA Report

Page 2 of 3

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylorvs.Reliable Construction, LLC

**Civil Other-COUNT**

Date	Judge
12/3/2007	Order, this 3rd day of Dec., 2007, it is Ordered: Jury Section will be held on Jan. 3, 2008 at 11:00 a.m. in Courtroom 1. Jury Trial is scheduled for March 4 and 5, 2008 at 9:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois, Buckley
12/28/2007	Motion to Withdraw Demand for Jury Trial, filed by s/ Patirck Lavelle, Esquire. 1CC Atty. Lavelle
1/2/2008	Order, 1. Motion to Withdraw Demand for Jury Trial is Granted. This case will be removed from the list for Jury Selection on Jan. 3, 2008; and 2. A one-day bench trial in this matter will be held on March 4, 2008 commencing at 9:00 a.m. in Courtroom 1. by The court, /s/ Fredric J. ammerman, Pres. judge. 1CC Atty: Lavelle, DuBois, Buckley
3/3/2008	Motion in Limine, filed by s/Jeffrey S. DuBois, Esq. Three CC Attorney DuBois
	Order, NOW, this 3rd day of March, 2008, upon review of Motion in Limine filed on behalf of Defendant; Order that argument on said Motion shall be heard March 4, 2008, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys Lavelle and DuBois
3/6/2008	Order, this 4th day of March, 2008, it is Ordered that this matter is rescheduled to be completed at 9:00 a.m. on April 11, 2008. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty: Lavelle, DuBois
3/28/2008	Motion for Continuance, filed by Atty. DuBois 3 Cert. to Atty.
4/1/2008	Order AND NOW, this 1st day of April 2008, in consideration of Defendant's Fredric Joseph Ammerman Motion for Continuance, IT IS HEREBY ORDERED AND DECREED that the Trial scheduled for April 11, 2008, be rescheduled for the 2nd day of June 2008 at 9:00 a.m. at the Clearfield County Courthouse, Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty DuBois.
5/1/2008	Notice of Entry Upon Property, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
5/3/2008	Order, this 2nd day of June, 2008, upon the conclusion of nonjury trial and agreement upon of counsel, it is Ordered that counsel have no more than 40 days from this date in which to submit appropriate brief to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty: Lavelle, DuBois
8/25/2008	Order, this 22nd day of August, 2008, following non-jury trial and subsequent receipt of the parties briefs, the Court hereby finds in favor of the Plaintiff and awards her the sum of \$69,978.00. As the evidence showed the Defendant was already paid the amount of \$151,980.00, the Defendant's Counterclaim is hereby Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois
9/2/2008	Motion For Post Trial Relief, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois
9/4/2008	Order, this 4th day of Sept., 2008, argument on the Defendant's Motion for Post Trial Relief is scheduled for the 8th day of Oct., 2008 at 10:00 A.M. in Courtroom No. 1. By The Court /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois
9/8/2008	Response to Defendant's Motion for Post Trial Relief, filed by s/Patrick Lavelle, Esquire. 1CC Atty. Lavelle

Date: 3/19/2009

**Clearfield County Court of Common Pleas**

User: BHUDSON

Time: 09:33 AM

ROA Report

Page 3 of 3

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

**Civil Other-COUNT**

Date	Judge
10/23/2008	Order, this 22nd day of Oct., 2008, it is Ordered that the Defendant's Motion Fredric Joseph Ammerman for Post Trial Relief is DISMISSED. By The Court, /s/ Fredric J. Ammerman Pres. Judge. 1CC Atty: Lavelle, DuBois
11/18/2008	Filing: Appeal to High Court Paid by: DuBois, Jeffrey S. (attorney for Reliable Construction, LLC) Receipt number: 1926851 Dated: 11/18/2008 Amount: \$50.00 (Check) For: Reliable Construction, LLC (defendant) 1 Cer to Superior Court with \$60.00 Check and 6 cert. copies to Atty.
11/21/2008	Order, this 21st day of Nov., 2008, it is Ordered that Reliable Construction, Fredric Joseph Ammerman LLC, file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois
11/24/2008	Filing: Praeclipe to Enter Judgment on Verdict Paid by: Lavelle, Patrick Fredric Joseph Ammerman (attorney for Taylor, Cheryl A.) Receipt number: 1926947 Dated: 11/24/2008 Amount: \$20.00 (Check) For: Taylor, Cheryl A. (plaintiff) filed by s/Patrick Lavelle, Esq. Judgment is entered in favor of Plaintiff and against Defendant in the amount of \$69,978.00, as set forth in the Order of Court dated August 22, 2008, and entered of record on August 25, 2008. One CC and Statement to Attorney Lavelle Notice to Attorney DuBois
12/5/2008	Appeal Docket Sheet, filed. 1925 WDA 2008. No CC Fredric Joseph Ammerman
12/10/2008	Defendant's Statement of Errors Complained of on Appeal, filed by s/ Jeffrey Fredric Joseph Ammerman S. DuBois, Esquire. 4CC Atty. DuBois
3/19/2009	Transcript of Proceedings, filed. Civil Nonjury Trial, Day I and II, held before Fredric Joseph Ammerman the Honorable Fredric J. Ammerman, Pres. Judge, on March 4, 2008.
	Transcript of Proceedings, filed. Civil Nonjury Trial, Day II of II, held before Fredric Joseph Ammerman Honorable Fredric J. Ammerman, Pres. Judge, on Monday, June 2, 2008.
3/18/2009	Opinion, March 18, 2009, (See Original for Details) BY THE COURT: Fredric Joseph Ammerman /s/Fredric J. Ammerman, P.J. Three CC Attorneys Lavelle and DuBois One CC D. Mikesell and Law Library

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

MAR 19 2009

Attest,

*William E. Hess*  
Prothonotary/  
Clerk of Courts



COPY

JUDGE'S CHAMBERS  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA  
CLEARFIELD COUNTY  
230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

FREDRIC J. AMMERMAN  
PRESIDENT JUDGE

PAUL E. CHERRY  
JUDGE

JOHN K. REILLY, JR.  
SENIOR JUDGE

March 5, 2009

Eleanor R. Valecko  
Deputy Prothonotary  
Superior Court of Pennsylvania  
310 Grant Street, Suite 600  
Pittsburgh, PA 15219-2297

*Re: Cheryl Taylor v. Reliable Construction, LLC  
No. 1925 WDA 2008  
No. 06-556-CD (Court of Common Pleas)*

Dear Ms. Valecko:

I am writing to advise that the Defense counsel in the above-captioned case requested the trial transcript be completed in order to file post verdict motions. The transcript was completed by the court reporter and filed on February 19, 2009. The Court is in the process of preparing an Opinion and the record will be forwarded to the Court as soon as possible.

Sincerely,



Fredric J. Ammerman  
President Judge

cc: W. Shaw – Prothonotary

Date: 3/19/2009

**Clearfield County Court of Common Pleas**

User: BHUDSON

Time: 09:21 AM

ROA Report

Page 1 of 1

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date	Selected Items	Judge
11/21/2008	Order, this 21st day of Nov., 2008, it is Ordered that Reliable Construction, Fredric Joseph Ammerman LLC, file a concise statement of the matters complained of on Appeal no later than 21 days herefrom. By The Court, /s/ Fredric J. Ammerman, Pres. ) Judge. 1CC Atty: Lavelle, DuBois (30)	Fredric Joseph Ammerman
11/24/2008	Filing: Praeclipe to Enter Judgment on Verdict Paid by: Lavelle, Patrick (attorney for Taylor, Cheryl A.) Receipt number: 1926947 Dated: 11/24/2008 Amount: \$20.00 (Check) For: Taylor, Cheryl A. (plaintiff) filed by s/Patrick Lavelle, Esq. Judgment is entered in favor of Plaintiff and against Defendant in the amount of \$69,978.00, as set forth in the Order of Court dated August 22, 2008, and entered of record on August 25, 2008. One CC and Statement to Attorney Lavelle Notice to Attorney DuBois (31)	Fredric Joseph Ammerman S
12/5/2008	Appeal Docket Sheet, filed. 1925 WDA 2008. No CC (32)	Fredric Joseph Ammerman
12/10/2008	Defendant's Statement of Errors Complained of on Appeal, filed by s/ Jeffre S. DuBois, Esquire. 4CC Atty. DuBois (33)	Fredric Joseph Ammerman (10)
2/19/2009	Transcript of Proceedings, filed. Civil Nonjury Trial, Day I and II, held before Fredric Joseph Ammerman the Honorable Fredric J. Ammerman, Pres. Judge, on March 4, 2008. (34)	Fredric Joseph Ammerman
	Transcript of Proceedings, filed. Civil Nonjury Trial, Day II of II, held before t Fredric Joseph Ammerman Nonorable Fredric J. Ammerman, Pres. Judge, on Monday, June 2, 2008 (35)	Fredric Joseph Ammerman
3/18/2009	Opinion, March 18, 2009, (See Original for Details) BY THE COURT: Fredric Joseph Ammerman /s/Fredric J. Ammerman, P.J. Three CC Attorneys Lavelle and DuBois One -7 CC D. Mikesell and Law Library (36)	Fredric Joseph Ammerman

Date: 11/21/2008

Clearfield County Court of Common Pleas

User: BHUDSON

Time: 09:21 AM

ROA Report

Page 1 of 3

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

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Needs typed

Civil Other-COUNT

Date	Judge
4/10/2006	New Case Filed. <i>2</i> \ No Judge
	(Y) Filing: Civil Complaint Paid by: Lavelle, Patrick (attorney for Taylor, Cheryl A.) Receipt number: 1913290 Dated: 04/10/2006 Amount: \$85.00 (Check) 1CC shff. <i>2</i> \ No Judge
5/5/2006	Sheriff Return, April 20, 2006 at 12:08 pm served the within Complaint on Reliable Construction LLC./ So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Lavelle \$45.30 <i>1</i> \ No Judge
6/12/2006	(3) Important Notice, dated June 9, 2006, filed. (Ten day notice) No CC. <i>5</i> \ No Judge
6/30/2006	(4) Preliminary Objections, filed by Atty. Buckley. 1 Cert. to Atty. Cert. of Service to Atty. Lavelle. <i>5</i> \ No Judge
7/3/2006	Order, AND NOW, this 30 day of June, 2006, Court having received Defendant's Preliminary Objections, Ordered that hearing on said Motion shall be conducted on the 23rd day of August, 2006, at 2:30 p.m. in Court Room No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorney Buckley Fredric Joseph Ammerman
7/24/2006	(5) Motion For Continuance, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC to Fredric Joseph Ammerman Atty <i>Q</i> \
7/27/2006	Order AND NOW, on this 27th day of July 2006, upon consideration of the Motion for Continuance filed by Joseph E. Buckley Jr. counsel for the defendant, and for good cause having been shown, it is the ORDER of this Court that the Motion for Continuance is granted and the hearing scheduled on Defendant's Preliminary Objections is continued from August 23, 2006 : 2:30 p.m. to the 18th day of September 2006 at 9:00 a.m. in Courtroom 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1CC Atty Buckley. Fredric Joseph Ammerman
9/21/2006	(6) Order, NOW, this 18th day of Sept., 2006, following argument on the Defendant's Preliminary Objections, Ordered: (see original). By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty: Lavelle, Buckley <i>1</i> \ Fredric Joseph Ammerman
10/10/2006	(7) Amended Complaint, filed by s/ Patrick Lavelle, Esquire. 1CC to Atty. <i>22</i> \ Fredric Joseph Ammerman
11/6/2006	(8) Answer to Amended Complaint, New Matter and Counterclaim, filed by s/ Joseph E. Buckley Jr. Esq. 4 CC deft. <i>11</i> \ Fredric Joseph Ammerman
11/22/2006	(9) Response to New Matter, and Answer to Counterclaim, filed by s/ Patrick Lavelle Esq. 1CC atty. <i>6</i> \ Fredric Joseph Ammerman
7/5/2007	(10) Certificate of Readiness for Trial, Re: Jury Trial, filed by s/Patrick Lavelle, Esq. One CC Attorney Lavelle <i>2</i> \ Fredric Joseph Ammerman
7/18/2007	(11) Objection to Certificate of Readiness, filed by s/ Joseph E. Buckley, Jr., Esquire. 1CC Atty. Buckley <i>3</i> \ Fredric Joseph Ammerman
7/20/2007	Order, this 20th day of July, 2007, Ordered that case be removed from trial list. Defendant is directed to determine as soon as possible if it will be required to obtain new counsel or, in the alternative, when Attorney Joseph E. Buckley, Jr., may be available. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, Buckley <i>1</i> \
9/19/2007	(12) Praeclipe For Entry of Appearance, filed on behalf of Defendant, enter appearance of Jeffrey S. DuBois, Esquire. 2CC Atty. DuBois <i>2</i> \ Fredric Joseph Ammerman
10/11/2007	Order, this 11th day of Oct. 2007, pre-trial conference has been scheduled for Dec. 3, 2007 at 9:00 a.m. in Judges Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Atty: Lavelle, DuBois, Buckley <i>1</i> \

Date: 11/21/2008

Time: 09:21 AM

Page 2 of 3

Clearfield County Court of Common Pleas

User: BHUDSON

ROA Report

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylor vs. Reliable Construction, LLC

Civil Other-COUNT

Date	Judge
12/3/2007 ⑯ Order, this 3rd day of Dec., 2007, it is Ordered: Jury Section will be held on Jan. 3, 2008 at 11:00 a.m. in Courtroom 1. Jury Trial is scheduled for March 4 and 5, 2008 at 9:00 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois, Buckley	Fredric Joseph Ammerman
12/28/2007 ⑯ Motion to Withdraw Demand for Jury Trial, filed by s/ Patrick Lavelle, Esquire. 1CC Atty. Lavelle	Fredric Joseph Ammerman
1/2/2008 Order, 1. Motion to Withdraw Demand for Jury Trial is Granted. This case will be removed from the list for Jury Selection on Jan. 3, 2008; and ⑯ 2. A one-day bench trial in this matter will be held on March 4, 2008 commencing at 9:00 a.m. in Courtroom 1. by The court, /s/ Fredric J. Ammerman, Pres. judge. 1CC Attys: Lavelle, DuBois, Buckley	Fredric Joseph Ammerman
3/3/2008 ⑯ Motion in Limine, filed by s/ Jeffrey S. DuBois, Esq. Three CC Attorney DuBois	Fredric Joseph Ammerman
⑯ Order, NOW, this 3rd day of March, 2008, upon review of Motion in Limine filed on behalf of Defendant; Order that argument on said Motion shall be heard March 4, 2008, at 9:00 a.m. in Courtroom No. 1. BY THE COURT: /s/Fredric J. Ammerman, P.J. One CC Attorneys Lavelle and DuBois	Fredric Joseph Ammerman
3/6/2008 ⑯ Order, this 4th day of March, 2008, it is Ordered that this matter is rescheduled to be completed at 9:00 a.m. on April 11, 2008. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Lavelle, DuBois	Fredric Joseph Ammerman
3/28/2008 ⑯ Motion for Continuance, filed by Atty. DuBois 3 Cert. to Atty.	Fredric Joseph Ammerman
4/1/2008 Order AND NOW, this 1st day of April 2008, in consideration of Defendant's Motion for Continuance, IT IS HEREBY ORDERED AND DECREED that the Trial scheduled for April 11, 2008, be rescheduled for the 2nd day of June 2008 at 9:00 a.m. at the Clearfield County Courthouse, Courtroom No. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty DuBois.	Fredric Joseph Ammerman
5/1/2008 ⑯ Notice of Entry Upon Property, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois	Fredric Joseph Ammerman
6/3/2008 ⑯ Order, this 2nd day of June, 2008, upon the conclusion of nonjury trial and agreement upon of counsel, it is Ordered that counsel have no more than 40 days from this date in which to submit appropriate brief to the Court. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Attys: Lavelle, DuBois	Fredric Joseph Ammerman
8/25/2008 Order, this 22nd day of August, 2008, following non-jury trial and subsequent receipt of the parties briefs, the Court hereby finds in favor of the Plaintiff and awards her the sum of \$69,978.00. As the evidence showed the Defendant was already paid the amount of \$151,980.00, the Defendant's Counterclaim is hereby Dismissed. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois	Fredric Joseph Ammerman
9/2/2008 ⑯ Motion For Post Trial Relief, filed by s/ Jeffrey S. DuBois, Esquire. 3CC Atty. DuBois	Fredric Joseph Ammerman
9/4/2008 Order, this 4th day of Sept., 2008, argument on the Defendant's Motion for Post Trial Relief is scheduled for the 8th day of Oct., 2008 at 10:00 A.M. in Courtroom No. 1. By The Court /s/ Fredric J. Ammerman, Pres. Judge. 1CC Attys: Lavelle, DuBois	Fredric Joseph Ammerman
9/8/2008 Response to Defendant's Motion for Post Trial Relief, filed by s/ Patrick Lavelle, Esquire. 1CC Atty. Lavelle	Fredric Joseph Ammerman

Date: 11/21/2008

Time: 09:21 AM

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**Clearfield County Court of Common Pleas**

User: BHUDSON

ROA Report

Case: 2006-00556-CD

Current Judge: Fredric Joseph Ammerman

Cheryl A. Taylorvs.Reliable Construction, LLC

**Civil Other-COUNT**

Date

Judge

10/23/2008 *(2)* Order, this 22nd day of Oct., 2008, it is Ordered that the Defendant's Motion Fredric Joseph Ammerman for Post Trial Relief is DISMISSED. By The Court, /s/ Fredric J. Ammerman Pres. Judge. 1CC Attys: Lavelle, DuBois

11/18/2008 Filing: Appeal to High Court Paid by: DuBois, Jeffrey S. (attorney for Reliable Construction, LLC) Receipt number: 1926851 Dated: 11/18/2008 *(2)* Amount: \$50.00 (Check) For: Reliable Construction, LLC (defendant) 1 Cer to Superior Court with \$60.00 Check and 6 cert. copies to Atty. *(2)*