

**Richard Kromer et al vs Randy Morrison
2006-978-CD**

**06-978-CD
Richard Kromer et al vs Randy Morrison et al**

Date: 5/14/2008

Clearfield County Court of Common Pleas

User: LMILLER

Time: 10:04 AM

ROA Report

Page 1 of 3

Case: 2006-00978-CD

Current Judge: Paul E. Cherry

Richard Kromer, Dana S. Kromer vs. Randy Morrison, Randy Morrison Construction

Civil Other-COUNT

Date		Judge
6/20/2006	New Case Filed.	No Judge
	Filing: Civil Complaint Paid by: Blakley, Benjamin S. III (attorney for Kromer, Richard) Receipt number: 1914356 Dated: 06/20/2006 Amount: \$85.00 (Check) 3 cert. to Atty.	No Judge
7/20/2006	Sheriff Return, July 7, 2006, Sheriff of Jefferson County was deputized. July 12, 2006 at 8:35 am served the within Complaint on Randy Morrison t/d/b/a Randy Morrison Construction. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Blakley \$47.91 Jefferson Co. costs pd by Blakley \$24.05	No Judge
7/26/2006	Defendant's Answer to Complaint, filed by s/ Gregory M. Bazylak Esq. 4CC Atty.	No Judge
	Certificate of Service, filed. Hereby certify that on July 26, 2006 I served one true and correct copy of Defendants' Answer to Complaint on Benjamin S. Blakley III Esq. NO CC.	No Judge
8/21/2006	Filing: Praecept to issue Writ of Summons to Join Additional Defendant. Paid by: Bazylak, Gregory M. Receipt number: 1915230 Dated: 8/21/2006 Amount: \$85.00 (Check) 1 cert. to Atty. and 1 Cert. with writ of Summons to Sheriff.	No Judge
8/29/2006	Complaint to Join Additional Defendant, filed by s/ Gregory M. Bazylak Esq. 3 CC Atty Bazylak.	No Judge
8/31/2006	Sheriff Return, August 25, 2006 at 10:27 am Served the within Praecept & Writ of Summons on Jim Maddox ind. & Jim Maddox t/d/b/a J&D Seamless Gutters. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Bazylak \$45.30	No Judge
9/19/2006	Affidavit of Service filed. That on the 1st day Sept. 2006 served Jim Maddox t/d/b/a Maddox J & D Seamless Gutters via personal service a Complaint to Join Additional Defendant filed August 29, 2006, by Gregory M. Bazylak Esq, on behalf of Randy Morrison t/d/b/a Randy Morrison Construction, filed by s/ Robert Stout-Constable. 1CC Atty.	No Judge
	Certificate of Service, filed. That on August 31, 2006 served one true and correct copy of the Complaint to Join Additional Defendant upon Benjamin S. Blakley Esq., filed by s/ Gregory M. Bazylak Esq. 1CC Atty.	No Judge
11/30/2006	Filing: Praecept/List For Arbitration Paid by: Blakley, Benjamin S. III (attorney for Kromer, Richard) Receipt number: 1916630 Dated: 11/30/2006 Amount: \$20.00 (Check). Filed by s/ Benjamin S. Blakley, III, Esquire. No CC	No Judge
1/19/2007	Order, NOW, this 19th day of Jan., 2007, Ordered that the above-captioned Fredric Joseph Ammerman matter is scheduled for Arbitration on Friday, March 9, 2007 at 1:00 p.m. in the Conference/Hearing Room No. 3. The following have been appointed as Arbitrators: Richard A. Bell, Esquire Gary A. Knaresboro, Esquire Blaise Ferraraccio, Esquire By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 6CC C/A will serve	

GEORGE E. BENDER
MICHAEL D. MCNAUL
ALLAN A. MCNAUL
ANN ARGO
RALPH MONACO
ARDATH MORGAN
SONYS LEA MCNAUL a/k/a SONYA LEA HART
WILLIAM D. MCNAUL
FRANCES A. GATTUSO
JOHN M. DERR
ROBERT A. DERR
JENINE MCNAUL CAMPBELL
RICHARD PELUSE
KATHRYN COLLORD
BARBARA J. MCNAUL
MARTHA JANE SPINELLI
MICHAEL R. MCNAUL
ROBERT G. MCNAUL

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

Date: 5/12/2008


William A. Shaw
Prothonotary

Issuing Attorney:

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

Civil Other-COUNT

Date	Judge
3/9/2007	No Judge
	Oath or Affirmation of Arbitrators, s/Richard A. Bell, Esq. s/Gary A. Knaresboro, Esq. s/Blaise Ferraraccio, Esq.
	Award of Arbitrators, Award in favor of Plaintiff and against original defendant in the amount of \$1400.00. Additional award in favor of Plaintiff against original defendant and additional defendant in the amount of \$17,500.00 with award in favor of original Defendant and against additional Defendant in amount of \$17,500.00. s/Richard A. Bell, Esq., Chairman s/Gary A. Knaresboro, Esq. s/Blaise Ferraraccio, Esq.
	Entry of Award, NOW, this 9th day of March, 2007, Witness My Hand and the Seal of The Court, s/William A. Shaw, Prothonotary
	Notice of Award to Attorney Blakley, Attorney Bazylak and Maddox/J&D Seamless Gutters at 305 W. Garfield Ave., DuBois, PA 15801
4/5/2007	No Judge
	Filing: Arbitration Appeal Paid by: Jeffrey S. DuBois, Esq. Receipt number: 1918450 Dated: 04/05/2007 Amount: \$400.00 (Check)
	Notice of Appeal From Arbitration Decision, filed by s/ Jeffrey S. DuBois, Esquire. 4CC Atty. DuBois
	Affidavit, filed by s/ Jeffrey S. DuBois, Esquire. 4CC Atty. DuBois
4/13/2007	No Judge
	Filing: Praeclipe for Entry of Judgment on Arbitrator's Award Paid by: Blakley, Benjamin S. III (attorney for Kromer, Richard) Receipt number: 1918577 Dated: 04/13/2007 Amount: \$20.00 (Check) filed by s/Benjamin S. Blakley, III. Judgment entered in favor of Richard and Dana Kromer and against Randy Morrison, t/d/b/a Randy Morrison Construction in the amount of \$18,900.00. One CC and Notice to Morrison
7/10/2007	Paul E. Cherry
	Certificate of Readiness for Trial, filed by Benjamin S. Blakley III Esq. (NON-JURY)
8/29/2007	Paul E. Cherry
	Order, Non-Jury Trial is scheduled for Sept. 27, 2007, beginning at 9:00 a.m. in Courtroom 2. (see original). By The Court, /s/ Paul E. Cherry, Judge. 1CC Attys: Blakley, Bazylak, DuBois
9/6/2007	Paul E. Cherry
	Amended Order, Non-Jury Trial is scheduled for Sept. 27, 2007, beginning at 9:00 a.m. in Courtroom 2.
	The deadline for submitting any and all Discovery shall be by and no later than Sept. 12, 2007.
	The deadline for submitting any and all Motions shall be by and no later than Sept. 12, 2007.
	The Parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits. By The Court, /s/ Paul E. Cherry, Judge. Sept. 5, 2007. 2CC Attys: Blakley, Bazylak
9/17/2007	Paul E. Cherry
	Additional Defendants Answer And New Matter to Defendants Complaint to Paul E. Cherry Join Additional Defendant, filed by s/ Jeffrey S. DuBois, Esquire. 4CC Atty. DuBois
9/28/2007	Paul E. Cherry
	Order, this 27th day of Sept., 2007, following conclusion of Non-Jury Trial, it is Ordered that counsel, if they so choose, shall supply the Court with appropriate brief within no more than 30 days from today's date. Counsel, if they so choose, shall have no more than 10 days thereafter to supply the Court with a responsive brief. By The Court, /s/ Paul E. Cherry, Judge. 2CC Attys: Blakley, Bazylak, DuBois

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

SUMMONS

**James H. Gilliland, individually,
Plaintiff**

Vs.

NO.: 2008-00881-CD

**Eleanor M. Nixon, individually and as Agent
for all Co-Defendants and Leon C. Carberry,
Hannah R. Slocum, County National Bank,
Trustee for David and Jared McNaul
Selma A. Johnson, Anna M. Martinez, Sally M. Goss
Martha L. McNaul, Richard Gattuso, Virginia McNaul,
David W. McNaul, Patricia M. Bender, George E. Bender,
Michael D. McNaul, Allan A. McNaul, Ann Argo, Ralph Monaco
Ardath Morgan, Sonys Lea McNaul, a/k/a Sonya Lea Hart,
William D. McNaul, Frances A. Gattuso, John M. Derr,
Robert A. Derr, Jenine McNaul Campbell, Richard Peluse,
Kathryn Collord, Barbara J. McNaul, Martha Jane Spinelli,
Michael R. McNaul and Robert G. McNaul**

Defendants

TO: ELEANOR M. NIXON
 LEON C. CARBERRY
 HANNAH R. SLOCUM
 COUNTY NATIONAL BANK
 DAVID MCNAUL
 JARED MCNAUL
 SELMA A. JOHNSON
 ANNA M. MARTINEZ
 SALLY M. GOSS
 MARTHA L. MCNAUL
 RICHARD GATTUSO
 VIRGINIA MCNAUL
 DAVID W. MCNAUL
 PATRICIA M. BENDER

Date: 5/14/2008
Time: 10:04 AM
Page 3 of 3

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2006-00978-CD

Current Judge: Paul E. Cherry

Richard Kromer, Dana S. Kromer vs. Randy Morrison, Randy Morrison Construction

Civil Other-COUNT

Date		Judge
12/31/2007	✓ Verdict, Order: NOW, this 31st day of Dec., 2007, the Court finds in favor of Paul E. Cherry Defendant Randy Morrison t/d/b/a Randy Morrison Construction, and against Additional Defendants, Jim Maddox, individually, and Jim Maddox, t/d/b/a J&D Seamless Gutters, in the amount of \$3,900.00 plus interest and costs of suit. Opinion to be filed in the event of an appeal. By The Court, Paul E. Cherry, Judge. 2CC Attys: Blakley, Bazylak, DuBois	
1/16/2008	✓ Certificate of Service, filed. Served a true and correct copy of Interrogatories in Aid of Execution upon Gregory M. Bazylak Esq on this 15th day of January 2008 by first class mail, filed by s/ Benjamin S. Blakley Esq. No CC.	Paul E. Cherry
3/25/2008	✓ Motion to Compel Answers to Interrogatories, filed by s/ Benjamin S. Blakley, III, Esquire. 1CC Atty. Blakley	Paul E. Cherry
3/27/2008	✓ Rule, NOW, this 27th day of March, 2008, upon consideration of the Motion Paul E. Cherry to Compel Answers to Interrogatories, it is Ordered that a Rule be issued upon Defendant, Randy Morrison, t/b/d/a Randy Morrison Construction. Rule Returnable and hearing thereon to be held the 22nd day of May, 2008, at 3:00 p.m. in Courtroom 2. By The Court, /s/ Paul E. Cherry, Judge. 1CC Atty. Blakley	
4/25/2008	✓ Petition to Withdraw as Counsel, filed by s/ Gregory M. Bazylak, Esquire. 3CC Atty. Bazylak	Paul E. Cherry
4/28/2008	✓ Order, this 28th day of April, 2008, it is ORDERED that Gregory M. Bazylak, Paul E. Cherry Esquire, be permitted to withdraw as counsel for the Defendant. By The Court, /s/ Paul E. Cherry, Judge. 3CC Atty. Bazylak	

GEORGE E. BENDER
MICHAEL D. MCNAUL
ALLAN A. MCNAUL
ANN ARGO
RALPH MONACO
ARDATH MORGAN
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RICHARD PELUSE
KATHRYN COLLORD
BARBARA J. MCNAUL
MARTHA JANE SPINELLI
MICHAEL R. MCNAUL
ROBERT G. MCNAUL

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

Date: 5/12/2008



William A. Shaw
Prothonotary

Issuing Attorney:

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

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

RICHARD KROMER and DANA S.) NO. 06 - 978 - CD
KROMER, his wife,)
Plaintiffs,) Type of Pleading:
) COMPLAINT
v.) Filed on Behalf of: PLAINTIFFS
)
RANDY MORRISON, t/d/b/a RANDY) Counsel of Record:
MORRISON CONSTRUCTION) BENJAMIN S. BLAKLEY, III
)
Defendant.) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

FILED
6/12/06
JUN 20 2006
Pd \$85.00 A44
362 A44 Blakley

William A. Shaw
Prothonotary

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

RICHARD KROMER and DANA S.) NO. 06 - - CD
KROMER, his wife,)
)
Plaintiffs,)
)
v.)
)
RANDY MORRISON t/d/b/a RANDY)
MORRISON CONSTRUCTION)
)
Defendant.)

NOTICE TO DEFEND

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

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

David S. Meholick,
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

RICHARD KROMER and DANA S.) NO. 06 - - CD
KROMER, his wife,)
)
Plaintiffs,)
)
v.)
)
RANDY MORRISON t/d/b/a RANDY)
MORRISON CONSTRUCTION)
)
Defendant.)

COMPLAINT

AND NOW come Plaintiffs, **RICHARD KROMER and DANA S. KROMER**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and files the following Complaint against the Defendant, **RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION**, of which the following is a statement:

1. Plaintiffs are **RICHARD KROMER and DANA S. KROMER, his wife**, husband and wife, adult individuals, residing at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendant, **RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION**, an adult individual doing business at RD 2, DuBois, Clearfield County, Pennsylvania.
3. At all times material hereto, Plaintiffs were the owners of real property consisting of a residential structure and located at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania.

4. At all times material hereto, Defendant was engaged in the business of residential building and remodeling in the DuBois, Clearfield County, Pennsylvania, area.

5. By oral contract entered into between the parties on or about May 23, 2002, the Plaintiffs did contract with Defendant to perform certain construction work upon their residence located at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania, such work consisting of the removal and replacement of roofing shingles upon the dwelling, new siding on the said dwelling, new caps for the windows on the dwelling, the construction of a roof over the existing decks located on the subject premises and the placement of gutters and down spouts, for which the Plaintiffs agreed to pay to the Defendant the sum of \$11,000.00.

6. Shortly after the parties' entry into the aforesaid oral contract, the Defendant and his employees and/or subcontractors began their work on the Plaintiff's residence and allegedly completed their work, with the exception of the gutters, approximately one week after commencing work at the subject residence.

7. The Defendant and his employees and subcontractors installed the gutters and down spouts on the Plaintiffs' residence in October, 2002, and did complete their work shortly after commencement.

8. Within sixty days after Defendant's completion of the work at the home of the Plaintiffs, and after the onset of cold, freezing weather, the concrete garage floor located within the residence of the Plaintiffs began to heave up and crack and further, cracks developed in the concrete block wall and foundation walls of Plaintiffs' residence, causing the garage door enclosing the said garage to be unable to close and causing damage to the subject premises.

9. Further, the chimney attached to the Plaintiffs' real property also heaved up as the result of the shifting of the earth beneath the subject premises.

10. In addition, at the conclusion of the Defendant's work upon the Plaintiffs' residence, the Plaintiffs did observe that the flashing on the roof as placed by the Defendants was bent, the gutters installed by the Defendant and his workers were angled improperly wrong and were hung with exposed hangers, causing holes to be drilled in the new siding. Further, the gutters installed by the Defendant and his employees and subcontractors were not tied into existing pipes which would have allowed water to flow away from the property.

11. Plaintiffs believe, and therefore aver, that the damage caused to the Plaintiffs' garage and foundation were caused by the improper hanging and placement of gutters on the said residence, causing water from the gutters to overflow onto the ground adjacent to the garage and causing the soil in these areas to become saturated which, during cold weather, caused the soil to freeze, causing damage to the garage walls and floor.

12. Further, the porch roofs installed by the Defendants were improperly constructed so as to cause the girders installed to become severely overstressed and to sag.

13. In addition, the siding placed on the Plaintiffs' home by the Defendant was improperly installed, causing such siding to become uneven and to not fit properly upon the sides of the Plaintiffs' home.

14. Upon the insistence of the Plaintiffs, the Defendant returned to the subject property in November of 2002, December of 2002 and later in the spring of 2004 in order to

repair the defects upon the subject property; however, in spite of the Defendant's attempts to repair the defects on the subject property, the defects remain.

15. At the time of the completion of the work at the home of the Plaintiffs, the Plaintiffs had paid to the Defendant the original purchase price of \$11,000.00, along with additional billings of \$3,655.50, for a total payment by Plaintiffs to Defendant of \$14,655.50. A copy of said drafts are attached hereto and made a part hereof and are marked Plaintiffs' Exhibits A through E.

COUNT I - BREACH OF CONTRACT

16. Plaintiffs hereby incorporate by reference Paragraphs 1 through 13 as though the same were set forth fully herein.

17. During the course of the performance of its contractual obligations under the oral contract of May 23, 2002, between the Plaintiffs and Defendant, the Defendant did fail to perform his work in a good and workmanlike manner, in that:

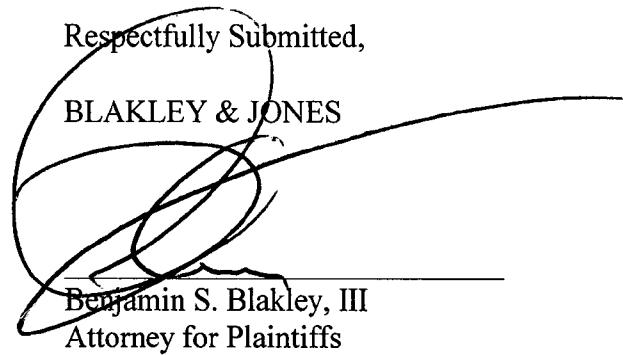
- a. the Defendant failed to install the roofs on Plaintiffs' residence in a structurally sound and competent manner;
- b. the Defendant did improperly install the shingles and drip edge on the new roof, causing the flashing to bend;
- c. the Defendant failed to properly install the siding on the subject premises, causing the siding to fit improperly; and
- d. the Defendant failed to install the gutters and down spouts in a proper manner, causing water to accumulate near the subject premises and to saturate the ground near and under the subject property, causing the ground to heave during cold weather and thereby damaging the floor and foundation walls of the Plaintiffs' residence.

18. The failure of the Defendant to perform his services in a good and workmanlike manner was a breach of the oral contract entered to between the Plaintiffs and Defendant, with the same resulting in significant loss and damage to the Plaintiffs and exposing Plaintiffs to additional costs in order to remedy the defects in the Defendant's workmanship, said remedial work consisting of the following:

- a. jacking up porch roof and replace inferior headers;
- b. finishing front deck around posts;
- c. removing bottom eight rows of shingles on house and garage
- d. replacing ice guard and drip edge
- e. installing new shingles;
- f. removing all gutters and down spouts;
- g. removing all contents of garage;
- h. removing siding from above back side of garage roof;
- i. removing right side garage door;
- j. removing and disposing of old concrete floor;
- k. jacking up and supporting two sides of garage;
- l. removing and disposing of two block walls;
- m. pouring eight inches of concrete over existing footer;
- n. replacing two block walls;
- o. priming and painting outside of new blocks;
- p. pouring new concrete floor in garage; and
- q. moving all contents of garage back inside.

19. As the result of the Defendant's failure to perform his duties in a good and workmanlike manner, the Plaintiffs will be required to obtain the services of T&T Construction of Punxsutawney, Pennsylvania, at the cost of \$18, 990.00 in order to remedy the defects in the Defendant's workmanship. A copy of the estimate of T&T Construction is attached hereto and marked Plaintiff's Exhibit F.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court award damages in favor of the Plaintiffs and against the Defendant in the amount of \$18,900.00, plus interest and costs of suit.

Respectfully Submitted,
BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

We, **RICHARD KROMER** and **DANA S. KROMER**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of our knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 6-17-06

Richard Kromer
RICHARD KROMER

Dated: 6-17-06

Dana S. Kromer
DANA S. KROMER

RICHARD J. KROMER 12-92
DANA S. KROMER
RD 2, BOX 213A PH: 375-9406
DUBCIA, PA 15801

50-985/43
0004319721

4929

DATE May 23, 2002

PAY TO THE
ORDER OF

Carl

\$ 3,655.50

DOLLARS

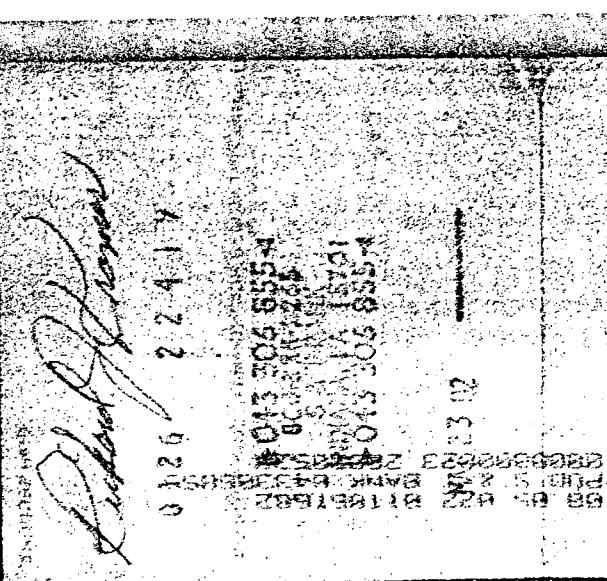
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MEMO

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EXHIBIT

tabloks

A

RICHARD J. KROMER
DANA S. KROMER
R.R. 2, BOX 213A PH. 375-3406
DUBOIS, PA 15801-3702

51-635/133
9604319723

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DATE 6-38-02

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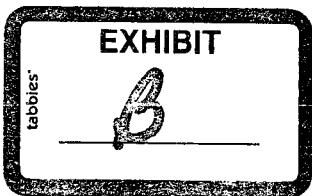


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Conrad Schaeffer

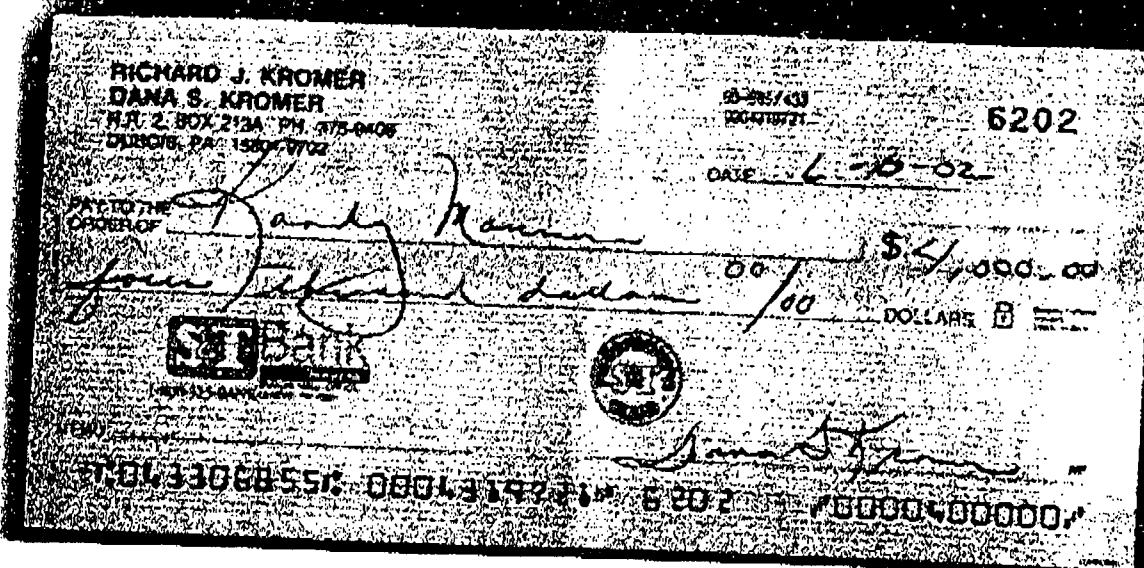
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RESEARCH

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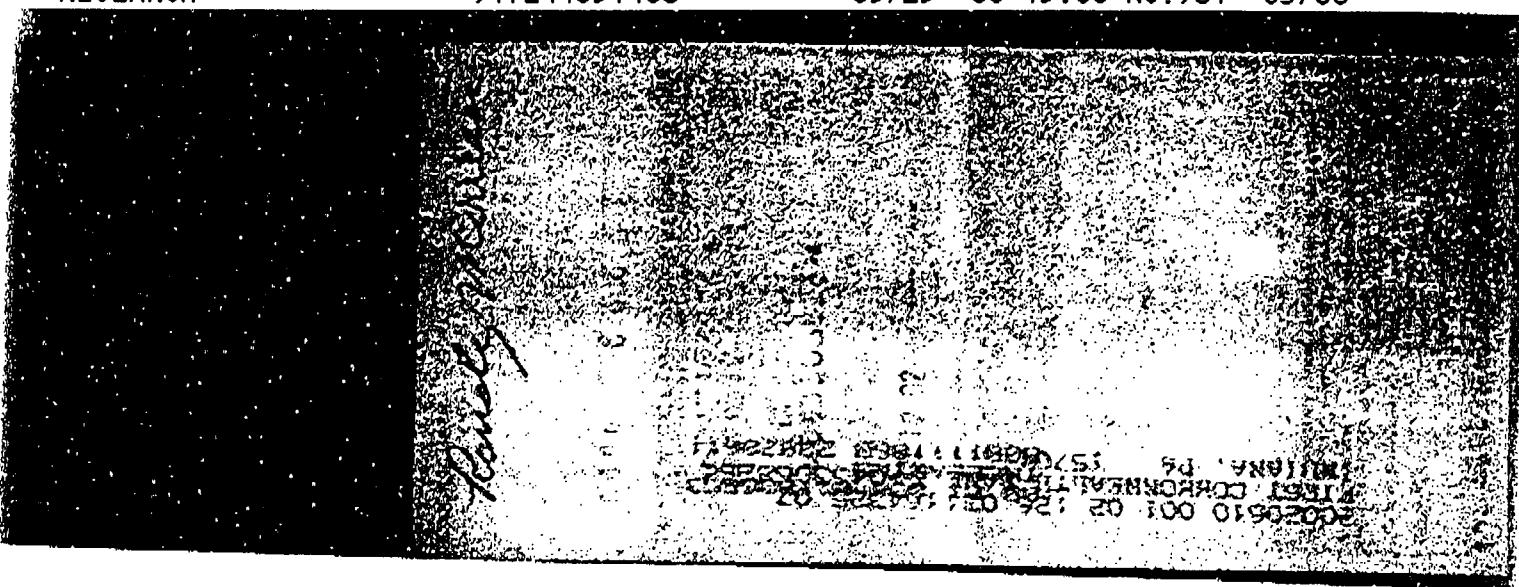
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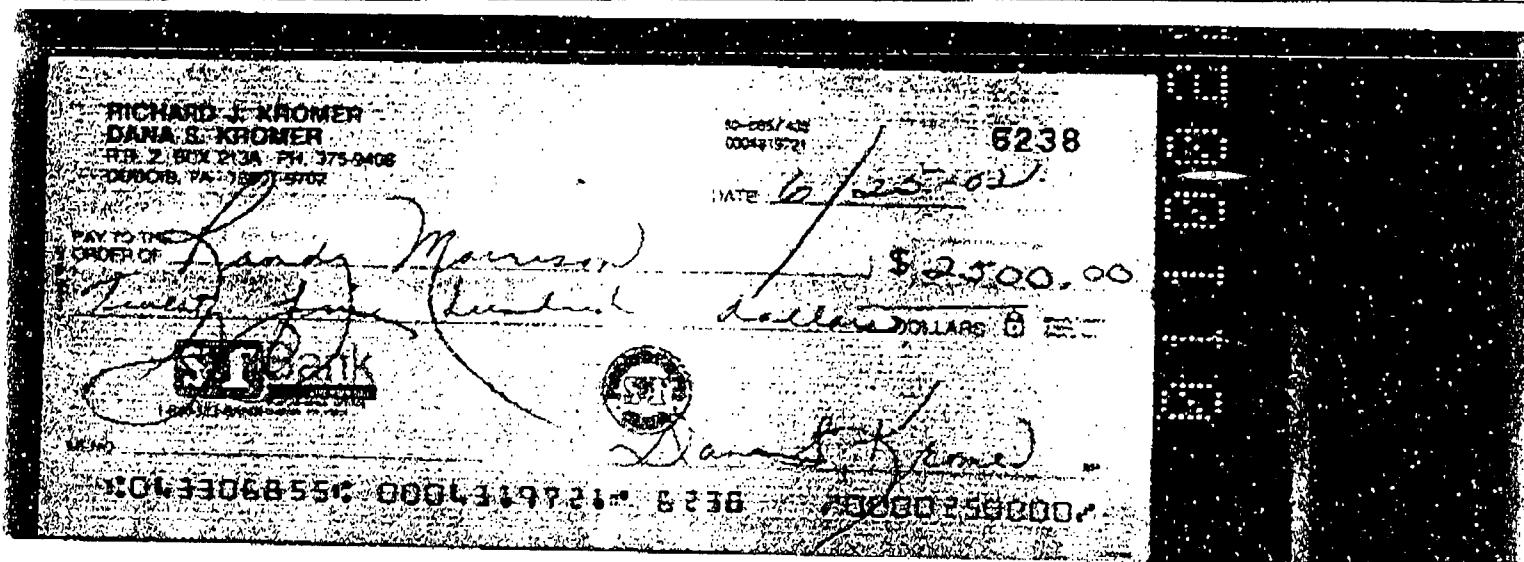
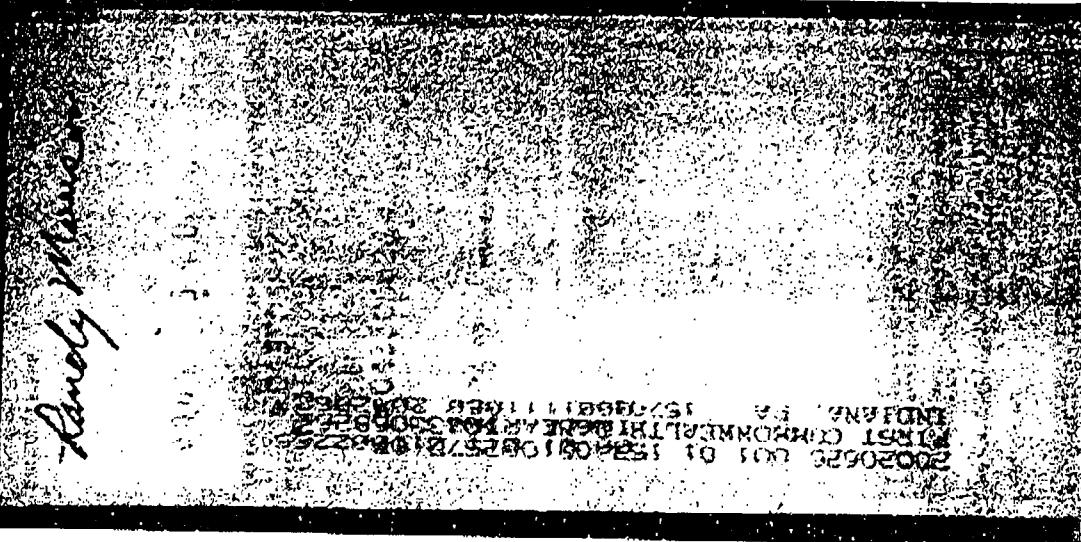
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EXHIBIT

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EXHIBIT

D

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RESEARCH

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05/25 '06 15:07 NO. 981 05/06

**RICHARD J. KROMER
DANA S. KROMER
H.A. 2 BOX 2134 PH. 378-9408
DUBBS, PA 15801 9792**

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6256

DATE 7-3-02

PAY TO THE
ORDER OF RANDY MORRISON

\$1500.

THIRTY HUNDRED DOLLARS & $\frac{57}{72}$ NO CENTS

DOLLARS. 6

Subiect

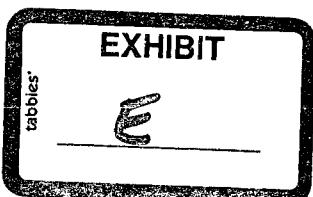
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RESEARCH

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05/25 '06 15:07 NO.981 06/06



T & T

CONSTRUCTION

ESTIMATE

3016 HARPER ROAD
PUNXSUTAWNEY, PA
15767
814-952-0703

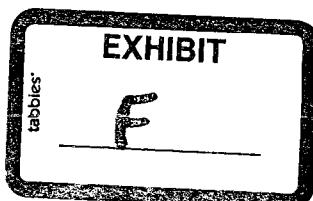
Richard Kromer
R D 2 Box 213A
Dubois, Pa. 15801

ESTIMATE FOR REPAIRING OF DAMAGES TO HOUSE AND GARAGE

1. JACK UP PORCH ROOF AND REPLACE INFERIOR HEADERS
2. FINISH FRONT DECK AROUND POSTS
3. REMOVE BOTTOM 8 ROWS OF SHINGLES ON HOUSE AND GARAGE
4. REPLACE ICE GUARD AND DRIP EDGE
5. INSTALL NEW SHINGLES
6. REMOVE ALL GUTTERS AND DOWN SPOUTS
7. REPLACE FACIA
8. INSTALL NEW SEAMLESS GUTTERS AND DOWN SPOUTS
9. REMOVE ALL CONTENTS OF GARAGE
10. REMOVE SIDING FROM ABOVE BACK SIDE OF GARAGE ROOF
11. REMOVE RIGHT SIDE GARAGE DOOR
12. REMOVE AND DISPOSE OF OLD CONCRETE FLOOR
13. JACK UP AND SUPPORT TWO SIDES OF GARAGE
14. REMOVE AND DISPOSE OF TWO BLOCK WALLS
15. POUR 8 INCHES OF CONCRETE OVER EXISTING FOOTER
16. REPLACE TWO BLOCK WALLS
17. PRIME AND PAINT OUTSIDE OF NEW BLOCKS
18. POUR NEW CONCRETE FLOOR IN GARAGE
19. LOWER ROOF, REINSTALL GARAGE DOOR, AND BACK FILL
20. MOVE ALL CONTENTS OF GARAGE BACK INSIDE

TOTAL PRICE - \$18,900.00

TODD THOMPSON
OWNER



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101653
NO: 06-978-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: RICHARD KROMER and DANA S. KROMER
vs.
DEFENDANT: RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION

SHERIFF RETURN

NOW, July 07, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION.

NOW, July 12, 2006 AT 8:35 AM SERVED THE WITHIN COMPLAINT ON RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
07/19/06
JUL 20 2006
CM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101653
NO: 06-978-CD
SERVICES 1
COMPLAINT

PLAINTIFF: RICHARD KROMER and DANA S. KROMER
vs.
DEFENDANT: RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BLAKLEY	4424	10.00
SHERIFF HAWKINS	BLAKLEY	4424	37.91
JEFFERSON CO.	BLAKLEY		24.05

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

No. 06-978 C.D.

Personally appeared before me, Andrew Perry, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on July 12, 2006 at 8:35 o'clock A.M. served the Notice and Complaint upon RANDY MORRISON, t/d/b/a RANDY MORRISON CONSTRUCTION, defendant, at the address of Jefferson County Jail, 578 Service Center Road, Brookville, Township of Pinecreek, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Complaint and by making known to him the contents thereof.

My Costs: \$22.05 Paid
Prothy: 2.00
Total Costs: \$24.05

Sworn and subscribed
to before me this 18th
day of July, 2006
By Andrew A. Perry
My Commission expires
the 1st Mon. Jan. 2010.

So Answers,

Andrew Perry Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

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

RICHARD KROMER and DANA S.
KROMER, his wife, :
Plaintiffs :
vs. :
RANDY MORRISON t/d/b/a RANDY :
MORRISON CONSTRUCTION, :
Defendant. :
: No.: 06 - 978 C.D.
: :
: Type of Pleading:
: **Defendant's Answer to Complaint**
: Filed on behalf of:
: **Defendant**
: Counsel of Record:
: **Gregory M. Bazylak, Esquire**
: Supreme Court I.D. No. 70367
: :
: Gregory M. Bazylak, Esquire
: 2 Sylvania Street
: Brookville, PA 15825
: Phone: 814-849-1278
: Fax: 814-849-1294

FILED
07/26/2007 4CC
JUL 26 2007 AMY

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD KROMER and DANA S.	:	
KROMER, his wife,	:	
Plaintiffs	:	
	:	No.: 06 - 978 C.D.
vs.	:	
RANDY MORRISON t/d/b/a RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant.	:	

DEFENDANT'S ANSWER TO COMPLAINT

AND NOW comes Defendant, RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION, by and through its attorney, Gregory M. Bazylak, Esquire, who files the following statement in Answer to Plaintiff's Complaint filed June 20, 2006, in the Court of Common Pleas of Clearfield County:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Specifically denied. It is specifically denied that within 60 days of the completion of the work on Plaintiff's home, that freezing weather would have or could have caused the damages alleged in Plaintiff's complaint. Said work was completed in

June or July of 2002. Any evidence of freezing weather in August or September 2002 is demanded at trial. Strict proof of Plaintiff's home suffering damage as a result of any work completed by the defendant is demanded at trial.

9. Specifically denied. Defendant specifically denies that the work completed by Defendant could have shifted the earth beneath Plaintiff's chimney in any manner. Further, it is also denied that the chimney moved from its original place due to any actions by Defendant. Strict proof is demanded at trial.

10. Specifically denied. It is specifically denied that Defendant preformed any work with regards to the flashing on Plaintiff's roof and/or installation of gutters improperly. Strict proof of improper installation is demanded at trial.

11. Specifically denied. Defendant specifically denies that any damage was caused to Plaintiff's garage and/or foundation by the improper hanging and placement of gutters and/or downspouts. Strict proof of the damages and cause thereof is demanded at trial.

12. Specifically denied. Defendant properly installed girders on Plaintiff's porch roofs as required by Building Codes. Evidence of said girders being severely overstressed and sagging is demanded at trial.

13. Specifically denied. Defendant specifically denies that the siding installed by Defendant was installed improperly on the exterior walls of Plaintiff's home. Strict proof is demanded at trial.

14. Admitted in part and denied in part. Defendant admits that he did appear at Plaintiff's home in the spring of 2004 to observe the alleged defects in the subject

property. Defendant specifically denies that he was permitted to repair the alleged defects. In fact, Plaintiff demanded a money judgment from him at that time.

15. Admitted.

COUNT I - BREACH OF CONTRACT

16. Defendant hereby incorporates by reference Paragraphs 1 through 13 above as though the same were set forth fully herein.

17. Specifically denied that Defendant failed to perform his work in a good and workmanlike manner. In fact, said work was completed in an excellent manner. Also, Plaintiff and Defendant did use Plaintiff's home as a reference and model work for new clients.

- a. Specifically denied. Defendant denies that the roofs on Plaintiff's residence were installed in an instructurally sound and/or incompetent manner. Strict proof is demanded at trial.
- b. Specifically denied. Defendant specifically denies that he improperly installed shingles and/or drip edge on the new roof an/or caused the flashing to bend. Strict proof that Defendant improperly installed shingles or drip edge is demanded at trial.
- c. Specifically denied. Defendant specifically denies that he failed to properly install siding on the Plaintiff's premises. Defendant further specifically denies that the siding did not fit properly. Strict proof of the siding not fitting properly is demanded at trial.
- d. Specifically denied. Defendant specifically denies that he failed to install gutters and down spouts in a proper manner. He further denies that any work done by Defendant caused water to accumulate near the premises and/or cause the ground to heave and/or damage the floor and foundation of the Plaintiff's residence. Specific proof of the Defendant's improper installation of gutters and down spouts and causation attached to any damage to the Plaintiff's floor and/or foundation is demanded at trial

18. Specifically denied. Defendant specifically denies that he breached the oral contract entered into between Plaintiffs and Defendant. Defendant further denies

that Plaintiffs have suffered any loss and/or damage to their home. Defendant also denies that Plaintiffs will incur additional costs in order to remedy any alleged defects in Defendant's workmanship. Strict proof of all the above is demanded at trial.

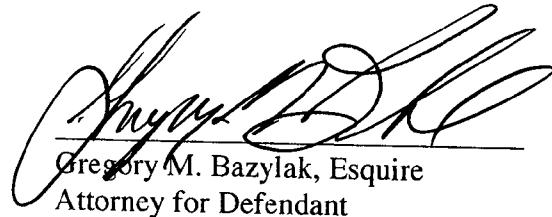
18 (a) - (q). Neither admitted nor denied. Defendant neither admits nor denies that Plaintiffs will require remedial work listed in subparagraphs a through q. Said information is within the exclusive control of Plaintiffs and/or their agents and is not available for Defendant. To the extent that Defendant is required to admit or deny the allegations in paragraph 18 a through q said allegations are specifically denied and strict proof thereof is demanded at trial.

19. Specifically denied. Defendant specifically denies that he failed to perform his duties in a good and workmanlike manner. Defendant further denies that Plaintiffs would and/or should incur any additional costs to make any changes in Defendants work and workmanship. Strict proof of any alleged defects is demanded at trial.

WHEREFORE, Defendant respectfully request that this Honorable Court dismiss Plaintiff's Complaint.

Respectfully Submitted,

6/26/06



Gregory M. Bazylak, Esquire
Attorney for Defendant

VERIFICATION

I, RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION, Defendant, hereby state that I am the Defendant in the above action and verify that the statements made in the foregoing Answer to Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements are subject to penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 7/26/02

Randy Morrison
RANDY MORRISON

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

RICHARD KROMER and DANA S. :
KROMER, his wife, :
Plaintiffs :
: No.: 06 - 978 C.D.
vs. :
: Type of Pleading:
RANDY MORRISON t/d/b/a RANDY :
MORRISON CONSTRUCTION, :
Defendant. : Certificate of Service
Filed on behalf of:
Defendant
Counsel of Record:
Gregory M. Bazylak, Esquire
Supreme Court I.D. No. 70367

Gregory M. Bazylak, Esquire
2 Sylvania Street
Brookville, PA 15825
Phone: 814-849-1278
Fax: 814-849-1294

FILED
01/59/2008
JUL 26 2008
S
no cc

William A. Shaw
Prothonotary/Clerk of Courts

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

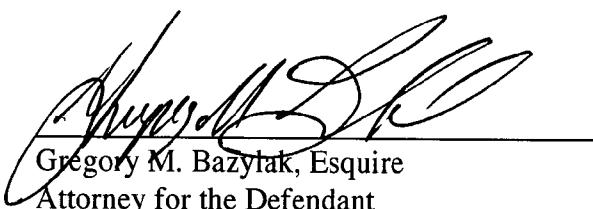
RICHARD KROMER and DANA S. :
KROMER, his wife, :
Plaintiffs :
: No.: 06 - 978 C.D.
vs. :
: RANDY MORRISON t/d/b/a RANDY :
MORRISON CONSTRUCTION, :
Defendant.

CERTIFICATE OF SERVICE

I, Gregory M. Bazylak, Esquire, attorney for the Defendant hereby certify that on the date below listed I served one true and correct copy of Defendant's Answer to Complaint upon all Parties, in the manner below indicated.

Date: July 06, 2006

Service by First Class U.S. Mail to:
Benjamin S. Blakley, III
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, PA 15801



Gregory M. Bazylak, Esquire
Attorney for the Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S. KROMER, his wife,	]	CIVIL DIVISION
Plaintiffs,	]	Docket No.: <u>06-978 C.D.</u>
vs.	]	PRAECIPE TO ISSUE WRIT OF SUMMONS TO JOIN ADDITIONAL DEFENDANT
RANDY MORISSON t/d/b/a RANDY MORISON CONSTRUCTION,	]	Filed on behalf of Defendant RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION
Defendant,	]	Counsel of record for this party:
vs.	]	GREGORY M. BAZYLAK PA I.D. NO. 70367
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS,	]	GREGORY M. BAZYLAK, ESQUIRE Law Offices of Pribanic & Pribanic 2 Sylvania Street Brookville, PA 15825
Additional Defendant.	]	(814) 849-1278

JURY TRIAL DEMANDED

FILED

AUG 21 2006
M/3:10 (C) *WAS*
William A. Shaw
Prothonotary/Clerk of Courts
1 cent to ATF
1 cent w/wire to
S&F

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S.
KROMER, his wife,

CIVIL DIVISION

Plaintiffs,

Docket No.: 06-978 C.D.

vs.

RANDY MORISSON t/d/b/a RANDY
MORISON CONSTRUCTION,

Defendant,

vs.

JIM MADDOX, Individually, and JIM
MADDOX t/d/b/a J&D SEAMLESS
GUTTERS,

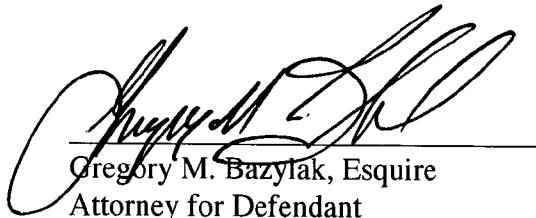
Additional Defendant.

**PRAECIPE TO ISSUE WRIT OF
SUMMONS TO JOIN ADDITIONAL DEFENDANT**

TO THE PROTHONOTARY:

Kindly issue the attached Writ to Join Additional Defendant, regarding the above-captioned action.

RESPECTFULLY SUBMITTED:



Gregory M. Bazylak, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S. KROMER, his wife,	]	CIVIL DIVISION
Plaintiffs,	]	Docket No.: <u>06 - 978 C.D.</u>
vs.]	
RANDY MORISSON t/d/b/a RANDY MORISON CONSTRUCTION,]	
Defendant,]	
vs.]	
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS,]	
Additional Defendant.]	

**WRIT OF SUMMONS TO JOIN
ADDITIONAL DEFENDANT**

TO: JIM MADDOX, Individually
and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS

Your are notified that Randy Morrison t/d/b/a Randy Morrison Construction has joined you as an additional defendant in this action, which you are required to defend.

Date: _____

Seal of Court

_____ (Name of Prothonotary (Clerk))

By _____ (Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

RICHARD KROMER and DANA,	)	CIVIL DIVISION
S. KROMER, his wife,)	
Plaintiffs,	)	CASE NO.: 06 - 978 - CD
)	
vs.	)	COMPLAINT TO JOIN
	)	ADDITIONAL DEFENDANT
)	
RANDY MORRISON t/d/b/a RANDY)	
MORRISON CONSTRUCTION,)	
Defendant,)	
)	
vs.	)	Filed on behalf of Defendant:
)	
JIM MADDOX, Individually, and JIM	)	RANDY MORRISON t/d/b/a
MADDOX t/d/b/a J&D SEAMLESS	)	RANDY MORRISON
GUTTERS,	)	CONSTRUCTION
Additional Defendant.)	
	)	Counsel of Record for this Party:
)	
	)	GRGEORY M. BAZYLAK, ESQ.
	)	PA. I.D. No.: 70367
)	
	)	GREGORY M. BAZYLAK, ESQ.
	)	2 Sylvania Street
JURY TRIAL DEMANDED	)	Brookville, PA 15825
)	
	)	(814) 849-1278

*FILED
m 11:25 PM
AUG 29 2006
Clerk*

*3cc
Atty Bazylyak*

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

RICHARD KROMER and DANA	)	CIVIL DIVISION
S. KROMER, his wife,)	
Plaintiffs,	)	CASE NO.: 06 - 978 - CD
)	
vs.)	
)	
RANDY MORRISON t/d/b/a RANDY)	
MORRISON CONSTRUCTION,)	
Defendant.)	
)	
vs.)	
)	
JIM MADDOX, Individually, and JIM)	
MADDOX t/d/b/a J&D SEAMLESS)	
GUTTERS,)	
Additional Defendant)	

NOTICE TO DEFEND

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 an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. **YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

OFFICE OF THE COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PA 16830
PHONE: 814-765-2641, Ext. 1303

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

RICHARD KROMER and DANA	)	CIVIL DIVISION
S. KROMER, his wife,)	
Plaintiffs,	)	CASE NO.: 06 - 978 - CD
)	
vs.)	
)	
RANDY MORRISON t/d/b/a RANDY)	
MORRISON CONSTRUCTION,)	
Defendant.)	
)	
vs.)	
)	
JIM MADDOX, Individually, and JIM)	
MADDOX t/d/b/a J&D SEAMLESS)	
GUTTERS,)	
Additional Defendant.)	

COMPLAINT TO JOIN ADDITIONAL DEFENDANT

AND NOW, comes Randy Morrison, t/d/b/a Randy Morrison Construction, Defendant, by and through his counsel, Gregory M. Bazylak, Esquire, and files the following COMPLAINT TO JOIN ADDITIONAL DEFENDANT and in support thereof avers as follows:

1. Plaintiffs, RICHARD KROMER and DANA S. KROMER, his wife, are adult individuals residing at 201 Kromer Road, Dubois, Clearfield County, Pennsylvania 15801. (Hereinafter "Plaintiffs")
2. Defendant, Randy Morrison t/d/b/a Randy Morrison Construction, is an adult individual and sole proprietorship doing business at RD 2, Dubois, Clearfield County, Pennsylvania 15801. (hereinafter "Defendant")
3. Additional Defendants, Jim Maddox, Individually, and Jim Maddox t/d/b/a J&D Seamless Gutters, is an adult individual and a sole

proprietorship doing business at 305 West Garfield Avenue, Dubois, Clearfield County, Pennsylvania, 15801. (hereinafter "Additional Defendants")

4. At all times material and relevant hereto, Plaintiffs were the owners of real property consisting of a residential structure and located at 201 Kromer Road, Dubois, Clearfield County, Pennsylvania.
5. At all times material and relevant hereto, Defendant was engaged in the business of residential building and remodeling in the Dubois, Clearfield County, Pennsylvania area.
6. At all time material and relevant hereto, Additional Defendants Jim Maddox, Individually and Jim Maddox t/d/b/a J&D Seamless Gutters was engaged in the business of gutter and downspout installation in the Dubois, Clearfield County, Pennsylvania area.
7. By oral contract entered into between Plaintiffs and Defendant on or about May 23, 2002, the Plaintiffs did contract with the Defendant to perform certain construction work upon their residence located at 201 Kromer Road, Dubois, Clearfield County, Pennsylvania, such work consisted of removal and replacement of roofing shingles, new siding, new caps for the windows of the residence, construction of roofs over the existing decks of the dwelling and replacement of existing gutters and downspouts on the dwelling . Plaintiffs agreed to pay Defendant \$11,000.00 for the above listed improvements.

8. Shortly after the Plaintiffs and Defendant entered into the aforesaid oral contract , Defendant and his subcontractors and employees began work on Plaintiffs' residence and completed their work with the exception of gutters and downspouts within one week after commencement.
9. Defendant orally contracted with Additional Defendant to install gutters and downspouts on the Plaintiffs' residence in October 2002 and Additional Defendants did complete the work shortly after commencement.
10. Within sixty days after completion of the work by Additional Defendants, and after the onset of cold, freezing weather, Plaintiffs began to suffer damage to their dwelling located at 201 Kromer Road, Dubois, Clearfield County, Pennsylvania as a result of improperly installed gutters and downspouts.
11. Damage to Plaintiffs' residence consisted of the garage floor began to heave up and crack, cracks developed in the foundation walls of the residence, Plaintiffs' chimney attached to Plaintiffs' dwelling began to heave up causing damage.
12. The gutters installed by Additional Defendants were not properly angled and the Gutters installed by Additional Defendants were not tied into the existing pipes that would have allowed the water to run away from the dwelling.

13. Plaintiffs and Defendant believe and therefore aver, that damage caused to Plaintiffs' dwelling was the result of improper placement and hanging of gutters and downspouts by Additional Defendants on the dwelling.
14. Defendant believes and therefore avers, that the improper placement and hanging of gutters and downspouts caused the water from the gutters to overflow on to the ground adjacent to the garage, causing the soil to become saturated, which then froze, causing damage to Plaintiffs' garage floor, foundation walls and chimney.
15. On or about June 18, 2006 Plaintiffs instituted an action against Defendant in the Court of Common Pleas of Clearfield County alleging damages in the amount of \$18,900.00 as a result of Defendant's breach of Contract and based on the aforementioned facts and damages.

COUNT I

BREACH OF CONTRACT

RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION vs.

JIM MADDOX, Individually

16. Defendant hereby incorporates by reference Paragraphs 1 through 15 as though set forth fully herein.
17. During the course of performance of its contractual obligations under the oral contract entered into between the Defendant and the Additional Defendant in October 2002, the Additional Defendant did fail to perform its work in a good and workmanlike manner, in that:

- a. Additional Defendant failed to install gutters and downspouts in a proper manner, causing water to accumulate near the subject premises and to saturate the ground near and under the subject premises, causing the ground to heave during cold weather and thereby damaging the floor and foundation walls of Plaintiffs' residence.
18. The failure of Additional Defendant to perform its services in a good and workmanlike manner was a breach of the oral contract entered into between the Defendant and Additional Defendant.
19. Said Breach resulted in significant loss and damage to Plaintiffs' property and exposed Defendant to a suit for damages and additional costs as a result of Additional Defendants' poor workmanship.
20. Plaintiffs have claimed damages in the amount of \$18,900.00 against Defendant for defects that are the result of Additional Defendants' poor and improper workmanship.
21. Defendant has had to pay legal fees as a result of defending himself against Plaintiffs' suit as a result of Additional Defendant's breach.

WHEREFORE, Defendant , Randy Morrison, t/d/b/a Randy Morrison Construction brings this suit to join Additional Defendant , Jim Maddox, Individually, to recover damages in an amount in excess of the jurisdiction of the Board of Arbitrators of this Court.

COUNT II

BREACH OF CONTRACT

RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION vs.

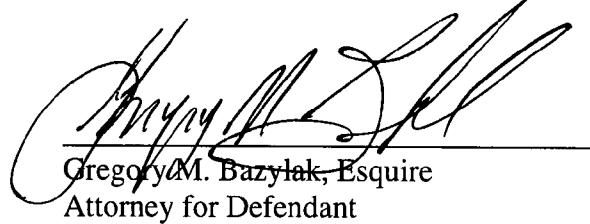
JIM MADDOX, t/d/b/a J&D SEAMLESS GUTTERS

22. Defendant hereby incorporates by reference Paragraphs 1 through 21 as though set forth fully herein.
23. During the course of performance of its contractual obligations under the oral contract entered into between the Defendant and the Additional Defendant in October 2002, the Additional Defendant did fail to perform its work in a good and workmanlike manner, in that:
 - a. Additional Defendant failed to install gutters and downspouts in a proper manner, causing water to accumulate near the subject premises and to saturate the ground near and under the subject premises, causing the ground to heave during cold weather and thereby damaging the floor and foundation walls of Plaintiffs' residence.
24. The failure of Additional Defendant to perform its services in a good and workmanlike manner was a breach of the oral contract entered into between the Defendant and Additional Defendant.
25. Said Breach resulted in significant loss and damage to Plaintiffs' property and exposed Defendant to a suit for damages and additional costs as a result of Additional Defendants' poor workmanship.

26. Plaintiffs have claimed damages in the amount of \$18,900.00 against Defendant for defects that are the result of Additional Defendants' poor and improper workmanship.
27. Defendant has had to pay legal fees as a result of defending himself against Plaintiffs' suit as a result of Additional Defendant's breach.

WHEREFORE, Defendant , Randy Morrison, t/d/b/a Randy Morrison Construction brings this suit to join Additional Defendant , Jim Maddox, t/d/b/a J&D Seamless Gutters, to recover damages in an amount in excess of the jurisdiction of the Board of Arbitrators of this Court.

RESPECTFULLY SUBMITTED,



Gregory M. Bazylak, Esquire
Attorney for Defendant

VERIFICATION TO COMPLAINT

Defendant, Randy Morrison t/d/b/a Randy Morrison Construction, verifies that he is the Defendant in the foregoing action; that the foregoing Complaint is based upon information that he has furnished to his counsel and information which has been gathered by his counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not of the Defendant. Defendant, Randy Morrison t/d/b/a Randy Morrison Construction, has read the Complaint, and to the extent that the Complaint is based upon information that he has given to his counsel, it is true and correct to the best of his knowledge, information and belief. To the extent that the content of the Complaint is that of counsel, he has relied upon counsel in making this Affidavit. Defendant, Randy Morrison, understands that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

8/28/06
Date

Randy Morrison
RANDY MORRISON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S. KROMER, his wife,	]	CIVIL DIVISION
Plaintiffs,	]	Docket No.: <u>06 - 978 C.D.</u>
vs.	]	PRAECIPE TO ISSUE WRIT OF SUMMONS TO JOIN ADDITIONAL DEFENDANT
RANDY MORISSON t/d/b/a RANDY MORISON CONSTRUCTION,	]	Filed on behalf of Defendant RANDY MORRISON t/d/b/a RANDY MORRSION CONSTRUCTION
Defendant,	]	Counsel of record for this party:
vs.	]	GREGORY M. BAZYLAK PA I.D. NO. 70367
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS,	]	GREGORY M. BAZYLAK, ESQUIRE Law Offices of Pribanic & Pribanic 2 Sylvania Street Brookville, PA 15825
Additional Defendant.	]	(814) 849-1278

JURY TRIAL DEMANDED

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

AUG 21 2006

Attest.


William A. Pribanic
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S.
KROMER, his wife,

Plaintiffs,

vs.

RANDY MORISSON t/d/b/a RANDY
MORISON CONSTRUCTION,

Defendant,

vs.

JIM MADDOX, Individually, and JIM
MADDOX t/d/b/a J&D SEAMLESS
GUTTERS,

Additional Defendant.

CIVIL DIVISION

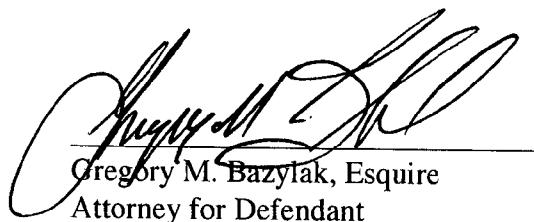
Docket No.: 06 - 978 C.D.

**PRAECIPE TO ISSUE WRIT OF
SUMMONS TO JOIN ADDITIONAL DEFENDANT**

TO THE PROTHONOTARY:

Kindly issue the attached Writ to Join Additional Defendant, regarding the above-captioned action.

RESPECTFULLY SUBMITTED:



Gregory M. Bazytkak, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S.
KROMER, his wife,

Plaintiffs,

CIVIL DIVISION

Docket No.: 06 - 978 C.D.

vs.

RANDY MORISSON t/d/b/a RANDY
MORISON CONSTRUCTION,

Defendant,

vs.

JIM MADDOX, Individually, and JIM
MADDOX t/d/b/a J&D SEAMLESS
GUTTERS,

Additional Defendant.

**WRIT OF SUMMONS TO JOIN
ADDITIONAL DEFENDANT**

TO: JIM MADDOX, Individually
and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS

Your are notified that Randy Morrison t/d/b/a Randy Morrison Construction has joined you as an additional defendant in this action, which you are required to defend.

Date: August 21, 2006

Seal of Court

(Name of Prothonotary (Clerk))

By _____ (Deputy)

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

RICHARD KROMER and DANA S. :
KROMER, his wife, :
Plaintiffs :
vs. : No.: 06 - 978 C.D.
: :
RANDY MORRISON t/d/b/a RANDY : Type of Pleading:
MORRISON CONSTRUCTION, : Defendant's Answer to Complaint
Defendant. :
: Filed on behalf of:
: Defendant

Counsel of Record:
Gregory M. Bazylak, Esquire
Supreme Court I.D. No. 70367

Gregory M. Bazylak, Esquire
2 Sylvania Street
Brookville, PA 15825
Phone: 814-849-1278
Fax: 814-849-1294

I hereby certify this to be a true
and attested copy of the original
~~Statement of Case~~ in this case.

JUL 26 2006

Attest.

W. L. G.
Prothonotary/
Clerk of Courts

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

RICHARD KROMER and DANA S.	:	
KROMER, his wife,	:	
Plaintiffs	:	
	:	No.: 06 - 978 C.D.
vs.	:	
RANDY MORRISON t/d/b/a RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant.	:	

DEFENDANT'S ANSWER TO COMPLAINT

AND NOW comes Defendant, RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION, by and through its attorney, Gregory M. Bazylak, Esquire, who files the following statement in Answer to Plaintiff's Complaint filed June 20, 2006, in the Court of Common Pleas of Clearfield County:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Specifically denied. It is specifically denied that within 60 days of the

completion of the work on Plaintiff's home, that freezing weather would have or could have caused the damages alleged in Plaintiff's complaint. Said work was completed in

June or July of 2002. Any evidence of freezing weather in August or September 2002 is demanded at trial. Strict proof of Plaintiff's home suffering damage as a result of any work completed by the defendant is demanded at trial.

9. Specifically denied. Defendant specifically denies that the work completed by Defendant could have shifted the earth beneath Plaintiff's chimney in any manner. Further, it is also denied that the chimney moved from its original place due to any actions by Defendant. Strict proof is demanded at trial.

10. Specifically denied. It is specifically denied that Defendant preformed any work with regards to the flashing on Plaintiff's roof and/or installation of gutters improperly. Strict proof of improper installation is demanded at trial.

11. Specifically denied. Defendant specifically denies that any damage was caused to Plaintiff's garage and/or foundation by the improper hanging and placement of gutters and/or downspouts. Strict proof of the damages and cause thereof is demanded at trial.

12. Specifically denied. Defendant properly installed girders on Plaintiff's porch roofs as required by Building Codes. Evidence of said girders being severely overstressed and sagging is demanded at trial.

13. Specifically denied. Defendant specifically denies that the siding installed by Defendant was installed improperly on the exterior walls of Plaintiff's home. Strict proof is demanded at trial.

14. Admitted in part and denied in part. Defendant admits that he did appear at Plaintiff's home in the spring of 2004 to observe the alleged defects in the subject

property. Defendant specifically denies that he was permitted to repair the alleged defects. In fact, Plaintiff demanded a money judgment from him at that time.

15. Admitted.

COUNT I - BREACH OF CONTRACT

16. Defendant hereby incorporates by reference Paragraphs 1 through 13 above as though the same were set forth fully herein.

17. Specifically denied that Defendant failed to perform his work in a good and workmanlike manner. In fact, said work was completed in an excellent manner. Also, Plaintiff and Defendant did use Plaintiff's home as a reference and model work for new clients.

- a. Specifically denied. Defendant denies that the roofs on Plaintiff's residence were installed in an instructurally sound and/or incompetent manner. Strict proof is demanded at trial.
- b. Specifically denied. Defendant specifically denies that he improperly installed shingles and/or drip edge on the new roof an/or caused the flashing to bend. Strict proof that Defendant improperly installed shingles or drip edge is demanded at trial.
- c. Specifically denied. Defendant specifically denies that he failed to properly install siding on the Plaintiff's premises. Defendant further specifically denies that the siding did not fit properly. Strict proof of the siding not fitting properly is demanded at trial.
- d. Specifically denied. Defendant specifically denies that he failed to install gutters and down spouts in a proper manner. He further denies that any work done by Defendant caused water to accumulate near the premises and/or cause the ground to heave and/or damage the floor and foundation of the Plaintiff's residence. Specific proof of the Defendant's improper installation of gutters and down spouts and causation attached to any damage to the Plaintiff's floor and/or foundation is demanded at trial

18. Specifically denied. Defendant specifically denies that he breached the oral contract entered into between Plaintiffs and Defendant. Defendant further denies

that Plaintiffs have suffered any loss and/or damage to their home. Defendant also denies that Plaintiffs will incur additional costs in order to remedy any alleged defects in Defendant's workmanship. Strict proof of all the above is demanded at trial.

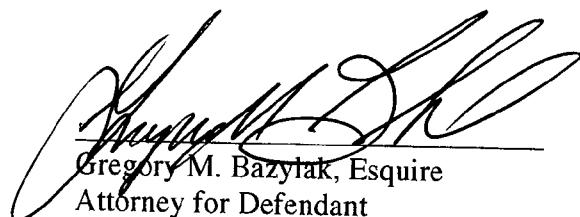
18 (a) - (q). Neither admitted nor denied. Defendant neither admits nor denies that Plaintiffs will require remedial work listed in subparagraphs a through q. Said information is within the exclusive control of Plaintiffs and/or their agents and is not available for Defendant. To the extent that Defendant is required to admit or deny the allegations in paragraph 18 a through q said allegations are specifically denied and strict proof thereof is demanded at trial.

19. Specifically denied. Defendant specifically denies that he failed to perform his duties in a good and workmanlike manner. Defendant further denies that Plaintiffs would and/or should incur any additional costs to make any changes in Defendants work and workmanship. Strict proof of any alleged defects is demanded at trial.

WHEREFORE, Defendant respectfully request that this Honorable Court dismiss Plaintiff's Complaint.

Respectfully Submitted,

6/26/06



Gregory M. Bazylik, Esquire
Attorney for Defendant

VERIFICATION

I, RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION, Defendant, hereby state that I am the Defendant in the above action and verify that the statements made in the foregoing Answer to Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements are subject to penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 7/24/06

Randy Morrison
RANDY MORRISON

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

RICHARD KROMER and DANA S. KROMER, his wife,) NO. 06-978 - CD
Plaintiffs,)
v.) Type of Pleading:
RANDY MORRISON, t/d/b/a RANDY MORRISON CONSTRUCTION) COMPLAINT
Defendant.) Filed on Behalf of: PLAINTIFFS
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

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

JUN 20 2006

Attest.

John L. Blakley
Prothonotary/
Clerk of Courts

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

RICHARD KROMER and DANA S.) NO. 06 - - CD
KROMER, his wife,)
)
Plaintiffs,)
)
v.)
)
RANDY MORRISON t/d/b/a RANDY)
MORRISON CONSTRUCTION)
)
Defendant.)

NOTICE TO DEFEND

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

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

David S. Meholic,
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

RICHARD KROMER and DANA S.) NO. 06 - - CD
KROMER, his wife,)
)
Plaintiffs,)
)
v.)
)
RANDY MORRISON t/d/b/a RANDY)
MORRISON CONSTRUCTION)
)
Defendant.)

COMPLAINT

AND NOW come Plaintiffs, **RICHARD KROMER and DANA S. KROMER**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and files the following Complaint against the Defendant, **RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION**, of which the following is a statement:

1. Plaintiffs are **RICHARD KROMER and DANA S. KROMER**, his wife, husband and wife, adult individuals, residing at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendant, **RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION**, an adult individual doing business at RD 2, DuBois, Clearfield County, Pennsylvania.
3. At all times material hereto, Plaintiffs were the owners of real property consisting of a residential structure and located at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania.

4. At all times material hereto, Defendant was engaged in the business of residential building and remodeling in the DuBois, Clearfield County, Pennsylvania, area.

5. By oral contract entered into between the parties on or about May 23, 2002, the Plaintiffs did contract with Defendant to perform certain construction work upon their residence located at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania, such work consisting of the removal and replacement of roofing shingles upon the dwelling, new siding on the said dwelling, new caps for the windows on the dwelling, the construction of a roof over the existing decks located on the subject premises and the placement of gutters and down spouts, for which the Plaintiffs agreed to pay to the Defendant the sum of \$11,000.00.

6. Shortly after the parties' entry into the aforesaid oral contract, the Defendant and his employees and/or subcontractors began their work on the Plaintiff's residence and allegedly completed their work, with the exception of the gutters, approximately one week after commencing work at the subject residence.

7. The Defendant and his employees and subcontractors installed the gutters and down spouts on the Plaintiffs' residence in October, 2002, and did complete their work shortly after commencement.

8. Within sixty days after Defendant's completion of the work at the home of the Plaintiffs, and after the onset of cold, freezing weather, the concrete garage floor located within the residence of the Plaintiff began to heave up and crack and further, cracks developed in the concrete block wall and foundation walls of Plaintiff's residence, causing the garage door enclosing the said garage to be unable to close and causing damage to the subject premises.

9. Further, the chimney attached to the Plaintiff's real property also heaved up as the result of the shifting of the earth beneath the subject premises.

10. In addition, at the conclusion of the Defendant's work upon the Plaintiffs' residence, the Plaintiff's did observe that the flashing on the roof as placed by the Defendants was bent, the gutters installed by the Defendant and his workers were angled improperly wrong and were hung with exposed hangers, causing holes to be drilled in the new siding. Further, the gutters installed by the Defendant and his employees and subcontractors were not tied into existing pipes which would have allowed water to flow away from the property.

11. Plaintiffs believe, and therefore aver, that the damage caused to the Plaintiffs' garage and foundation were caused by the improper hanging and placement of gutters on the said residence, causing water from the gutters to overflow onto the ground adjacent to the garage and causing the soil in these areas to become saturated which, during cold weather, caused the soil to freeze, causing damage to the garage walls and floor.

12. Further, the porch roofs installed by the Defendants were improperly constructed so as to cause the girders installed to become severely overstressed and to sag.

13. In addition, the siding placed on the Plaintiffs' home by the Defendant was improperly installed, causing such siding to become uneven and to not fit properly upon the sides of the Plaintiffs' home.

14. Upon the insistence of the Plaintiffs, the Defendant returned to the subject property in November of 2002, December of 2002 and later in the spring of 2004 in order to

repair the defects upon the subject property; however, in spite of the Defendant's attempts to repair the defects on the subject property, the defects remain.

15. At the time of the completion of the work at the home of the Plaintiffs, the Plaintiff's had paid to the Defendant the original purchase price of \$11,000.00, along with additional billings of \$3,655.50, for a total payment by Plaintiffs to Defendant of \$14,655.50. A copy of said drafts are attached hereto and made a part hereof and are marked Plaintiffs' Exhibits A through E.

COUNT I - BREACH OF CONTRACT

16. Plaintiffs hereby incorporate by reference Paragraphs 1 through 13 as though the same were set forth fully herein.

17. During the course of the performance of its contractual obligations under the oral contract of May 23, 2002, between the Plaintiffs and Defendant, the Defendant did fail to perform his work in a good and workmanlike manner, in that:

- a. the Defendant failed to install the roofs on Plaintiffs' residence in a structurally sound and competent manner;
- b. the Defendant did improperly install the shingles and drip edge on the new roof, causing the flashing to bend;
- c. the Defendant failed to properly install the siding on the subject premises, causing the siding to fit improperly; and
- d. the Defendant failed to install the gutters and down spouts in a proper manner, causing water to accumulate near the subject premises and to saturate the ground near and under the subject property, causing the ground to heave during cold weather and thereby damaging the floor and foundation walls of the Plaintiffs' residence.

18. The failure of the Defendant to perform his services in a good and workmanlike manner was a breach of the oral contract entered to between the Plaintiffs and Defendant, with the same resulting in significant loss and damage to the Plaintiffs and exposing Plaintiffs to additional costs in order to remedy the defects in the Defendant's workmanship, said remedial work consisting of the following:

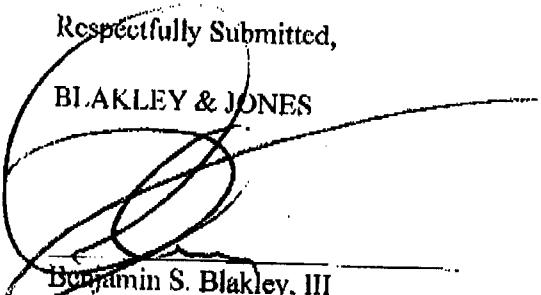
- a. jacking up porch roof and replace inferior headers;
- b. finishing front deck around posts;
- c. removing bottom eight rows of shingles on house and garage
- d. replacing ice guard and drip edge
- e. installing new shingles;
- f. removing all gutters and down spouts;
- g. removing all contents of garage;
- h. removing siding from above back side of garage roof;
- i. removing right side garage door;
- j. removing and disposing of old concrete floor;
- k. jacking up and supporting two sides of garage;
- l. removing and disposing of two block walls;
- m. pouring eight inches of concrete over existing footer;
- n. replacing two block walls;
- o. priming and painting outside of new blocks;
- p. pouring new concrete floor in garage; and
- q. moving all contents of garage back inside.

19. As the result of the Defendant's failure to perform his duties in a good and workmanlike manner, the Plaintiffs will be required to obtain the services of T&T Construction of Punxsutawney, Pennsylvania, at the cost of \$18, 990.00 in order to remedy the defects in the Defendant's workmanship. A copy of the estimate of T&T Construction is attached hereto and marked Plaintiff's Exhibit F.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court award damages in favor of the Plaintiffs and against the Defendant in the amount of \$18,900.00, plus interest and costs of suit.

Respectfully Submitted,

BLAKLEY & JONES


Benjamin S. Blakley, III
Attorney for Plaintiffs

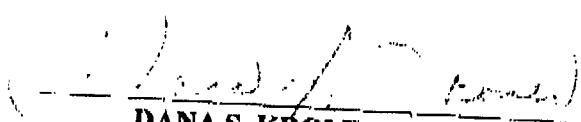
VERIFICATION

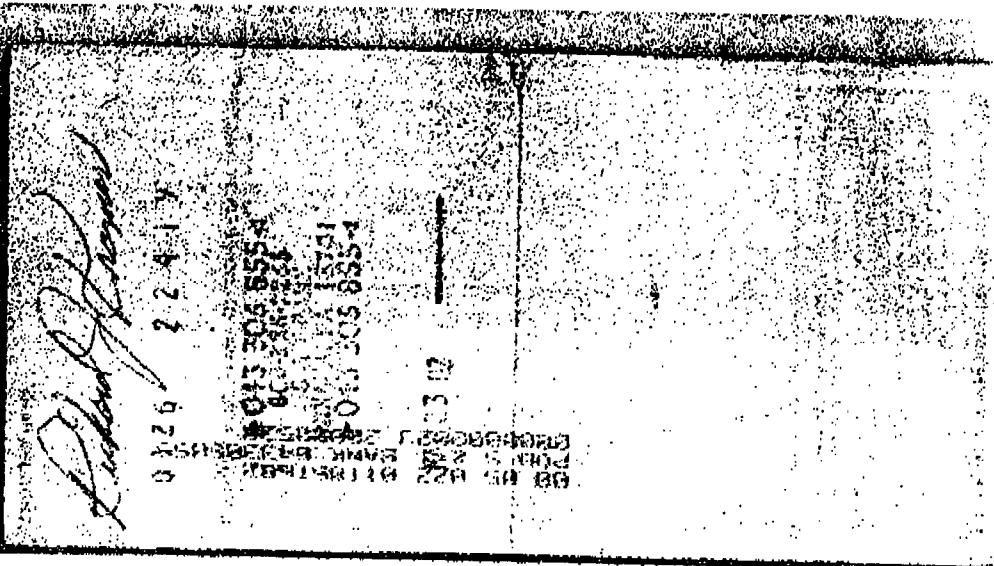
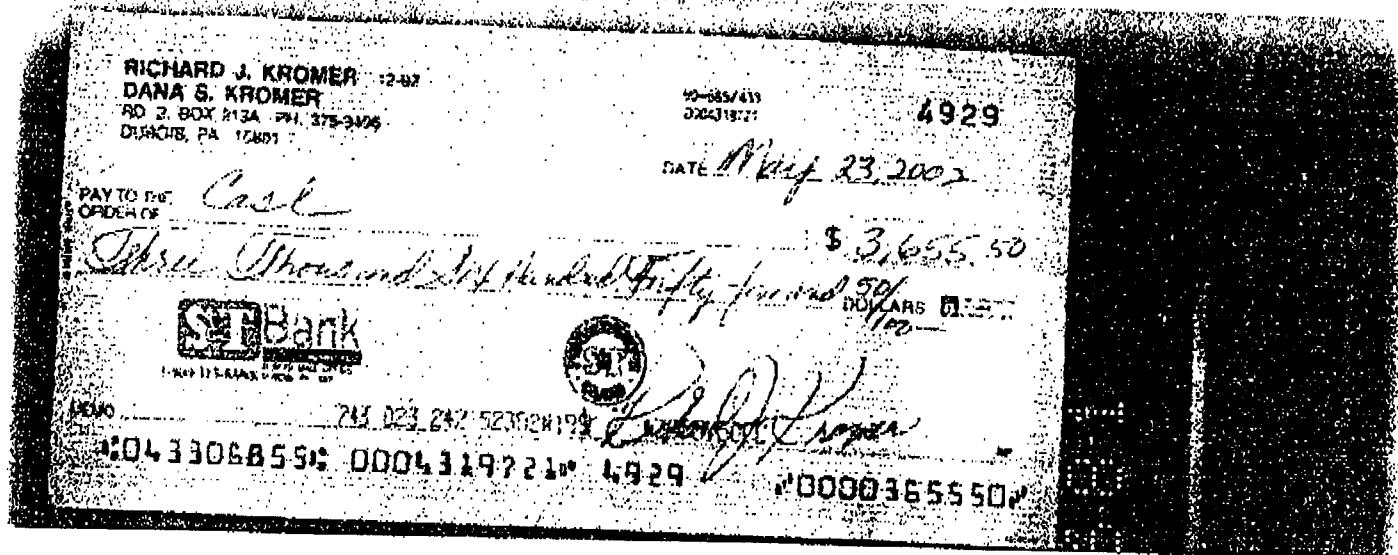
We, **RICHARD KROMER** and **DANA S. KROMER**, hereby state that we are the Plaintiffs in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of our knowledge, information, and belief. We understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

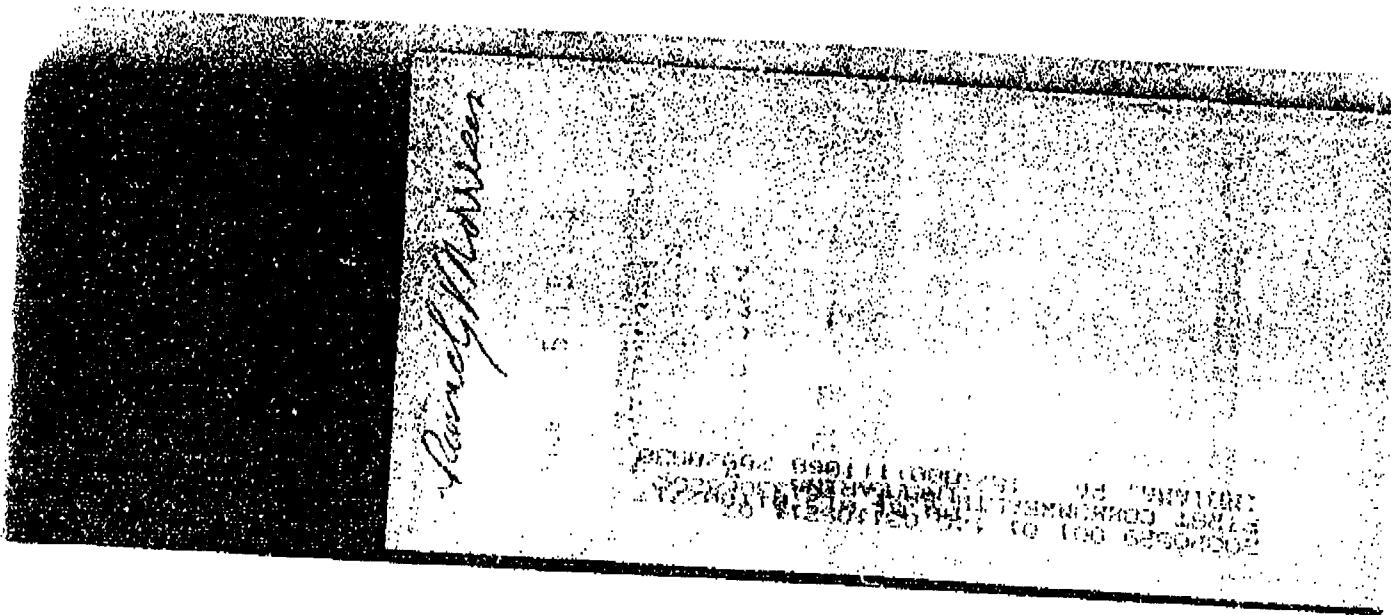
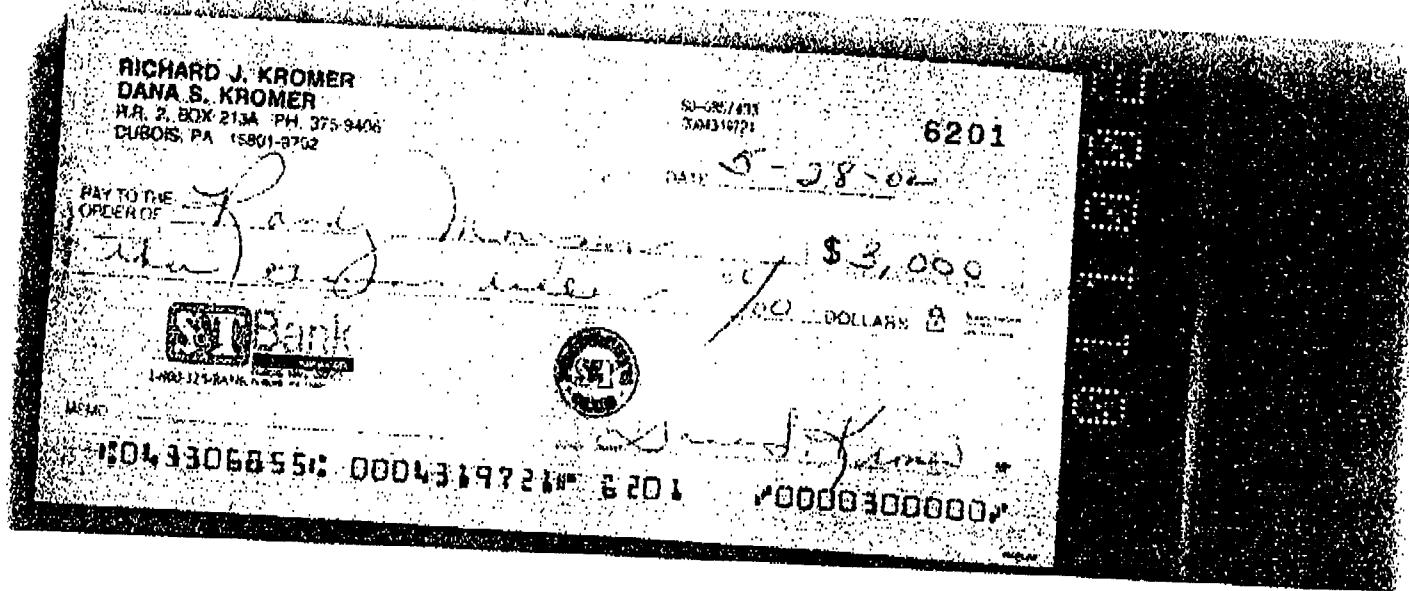
Dated: 6-17-06

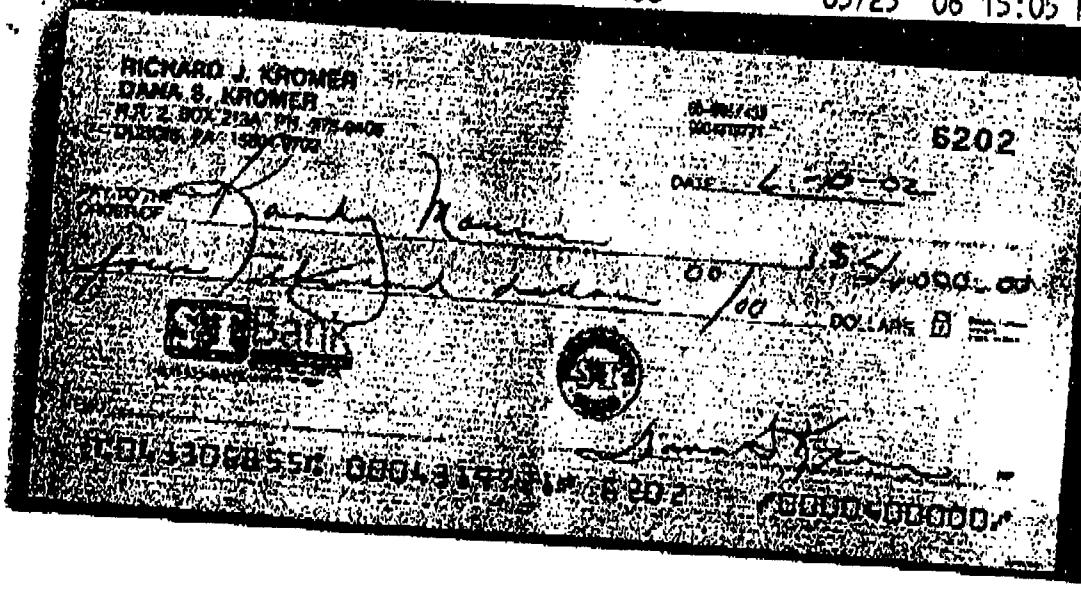

RICHARD KROMER

Dated: 6-17-06


DANA S. KROMER



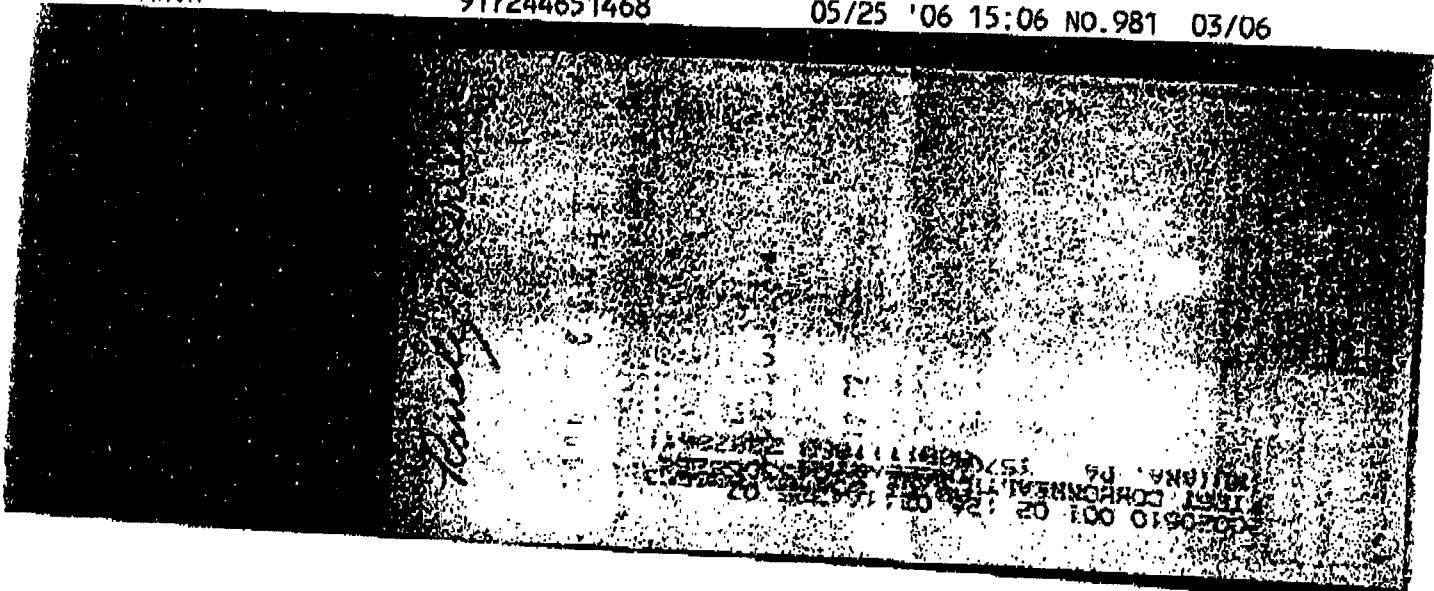




RESEARCH

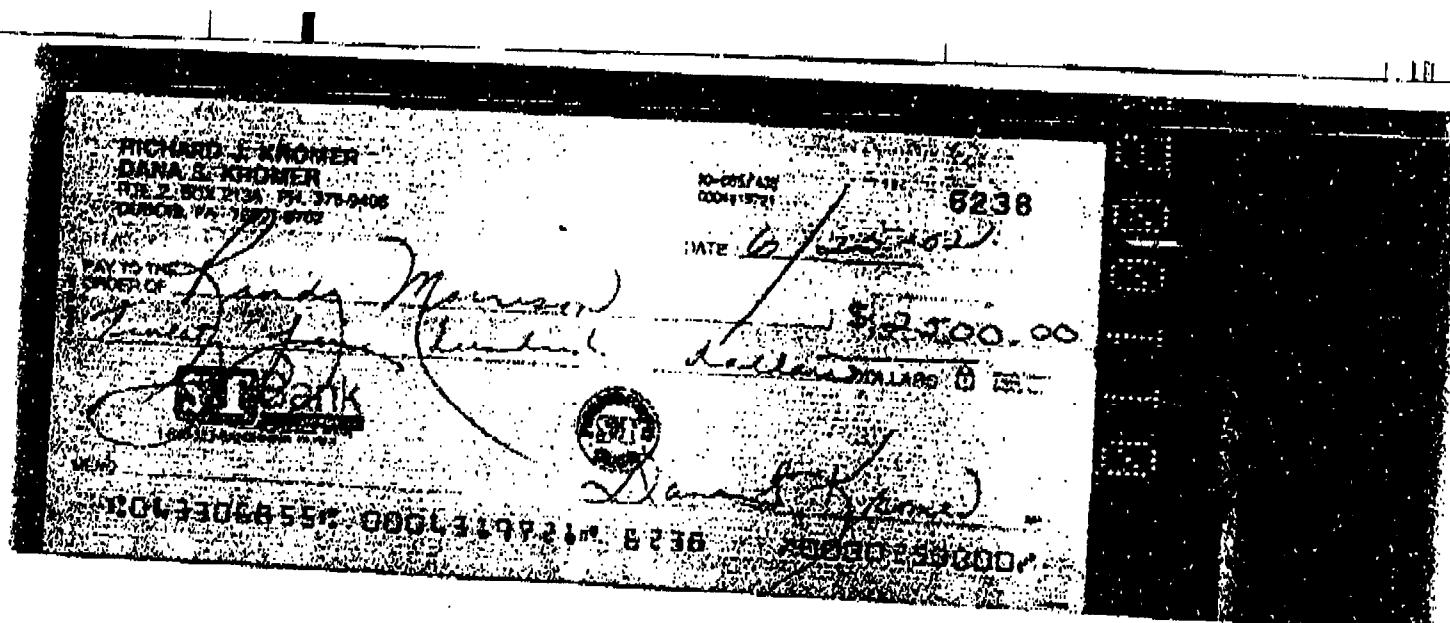
917244651468

05/25 '06 15:06 NO.981 03/06



EXHIBIT

C

Randy

EXHIBIT

D

T & T CONSTRUCTION ESTIMATE

3016 HARPER ROAD
PUNXSUTAWNEY, PA
15767
814-952-0703

Richard Kromer
R D 2 Box 213A
Dubois, Pa. 15801

ESTIMATE FOR REPAIRING OF DAMAGES TO HOUSE AND GARAGE

1. JACK UP PORCH ROOF AND REPLACE INFERIOR HEADERS
2. FINISH FRONT DECK AROUND POSTS
3. REMOVE BOTTOM 8 ROWS OF SHINGLES ON HOUSE AND GARAGE
4. REPLACE ICE GUARD AND DRIP EDGE
5. INSTALL NEW SHINGLES
6. REMOVE ALL GUTTERS AND DOWN SPOUTS
7. REPLACE FACIA
8. INSTALL NEW SEAMLESS GUTTERS AND DOWN SPOUTS
9. REMOVE ALL CONTENTS OF GARAGE
10. REMOVE SIDING FROM ABOVE BACK SIDE OF GARAGE ROOF
11. REMOVE RIGHT SIDE GARAGE DOOR
12. REMOVE AND DISPOSE OF OLD CONCRETE FLOOR
13. JACK UP AND SUPPORT TWO SIDES OF GARAGE
14. REMOVE AND DISPOSE OF TWO BLOCK WALLS
15. POUR 8 INCHES OF CONCRETE OVER EXISTING FOOTER
16. REPLACE TWO BLOCK WALLS
17. PRIME AND PAINT OUTSIDE OF NEW BLOCKS
18. POUR NEW CONCRETE FLOOR IN GARAGE
19. LOWER ROOF, REINSTALL GARAGE DOOR, AND BACK FILL
20. MOVE ALL CONTENTS OF GARAGE BACK INSIDE

TOTAL PRICE - \$18,900.00

TODD THOMPSON
OWNER

EXHIBIT

F

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101845
NO: 06-978-CD
SERVICE # 1 OF 1
PRAECIPE & WRIT OF SUMMONS

PLAINTIFF: RICHARD KROMER and DANA S. KROMER

vs.

DEFENDANT: RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION
-VS- JIM MADDOX ind, and JIM MADDOX t/d/b/a J & D SEAMLESS
GUTTERS

00-4081
AUG 31 2006
S
William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, August 25, 2006 AT 10:27 AM SERVED THE WITHIN PRAECIPE & WRIT OF SUMMONS ON JIM MADDOX, ind & JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS DEFENDANT AT 1256 HAAG RD., LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JIM MADDOX, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PRAECIPE & WRIT OF SUMMONS AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BAZYLAK	1399	10.00
SHERIFF HAWKINS	BAZYLAK	1399	35.30

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester A. Hawkins
by Marly Hawkins
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S. KROMER, his wife,	]	CIVIL DIVISION
]	
Plaintiffs,	]	Docket No.: <u>06 - 978 C.D.</u>
]	
vs.	]	AFFIDAVIT OF SERVICE
]	
]	
RANDY MORISSON t/d/b/a RANDY MORISON CONSTRUCTION,	]	Filed on behalf of Defendant
	]	RANDY MORRISON t/d/b/a
	]	RANDY MORRISON
	]	CONSTRUCTION
Defendant,	]	Counsel of record for this party:
]	
vs.	]	GREGORY M. BAZYLAK
	]	PA I.D. NO. 70367
]	
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS,	]	GREGORY M. BAZYLAK, ESQUIRE
	]	Law Offices of Pribanic & Pribanic
	]	2 Sylvania Street
	]	Brookville, PA 15825
]	
Additional Defendant.	]	(814) 849-1278

FILED
SEP 19 2006
12:10 PM
William A. Shaw
Prothonotary/Clerk of Courts

(Enr to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S. KROMER, his wife,] CIVIL DIVISION
Plaintiffs,] Docket No.: 06 - 978 C.D.
vs.]
RANDY MORISSON t/d/b/a RANDY MORISON CONSTRUCTION,]
Defendant,]
vs.]
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS,]
Additional Defendant.]

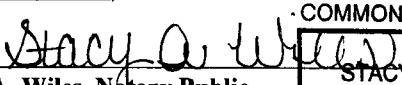
AFFIDAVIT OF SERVICE

I, **ROBERT STOUT**, hereby certify that on the 1 day of Sept 2006, I served Jim Maddox t/d/b/a Maddox J & D Seamless Gutters via personal service a Complaint to Join Additional Defendant filed August 29, 2006, by Gregory M. Bazylak, Esquire, on behalf of Randy Morrison t/d/b/a Randy Morrison Construction.



Robert Stout, Constable
Certification # B000538

Subscribed and sworn to before me the 7th
Undersigned Notary Public on the 5
day of September 2006.



Stacy A. Wiles, Notary Public

COMMONWEALTH OF PENNSYLVANIA	
NOTARIAL SEAL	
STACY A. WILES, Notary Public	
Brookville, Jefferson County	
My Commission Expires August 11, 2010	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD KROMER and DANA S. KROMER, his wife,	]	CIVIL DIVISION
Plaintiffs,	]	Docket No.: <u>06-978 C.D.</u>
vs.	]	CERTIFICATE OF SERVICE
RANDY MORRISON t/d/b/a RANDY MORISON CONSTRUCTION,	]	Filed on behalf of Defendant RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION
Defendant,	]	Counsel of record for this party:
vs.	]	GREGORY M. BAZYLAK PA I.D. NO. 70367
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J&D SEAMLESS GUTTERS,	]	GREGORY M. BAZYLAK, ESQUIRE Law Offices of Pribanic & Pribanic 2 Sylvania Street Brookville, PA 15825
Additional Defendant.	]	(814) 849-1278

FILED

SEP 19 2006
W/12-10
William A. Shaw
Prothonotary/Clerk of Courts

1 CEN to ATTY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

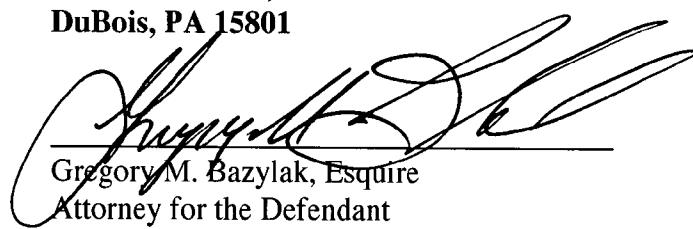
RICHARD KROMER and DANA S.] CIVIL DIVISION
KROMER, his wife,]
Plaintiffs,] Docket No.: 06-978 C.D.
vs.]
RANDY MORISSON t/d/b/a RANDY]
MORISON CONSTRUCTION,]
Defendant,]
vs.]
JIM MADDOX, Individually, and JIM]
MADDOX t/d/b/a J&D SEAMLESS]
GUTTERS,]
Additional Defendant.]

CERTIFICATE OF SERVICE

I, Gregory M. Bazylak, Esquire, attorney for Defendant hereby certify that on the date below listed I served one true and correct copy of the Complaint to Join Additional Defendant upon all parties, in the manner below indicated.

Date: 8/31/06

Service by First Class U.S. Mail to:
Benjamin S. Blakley, III
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, PA 15801



Gregory M. Bazylak, Esquire
Attorney for the Defendant

CA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS		TO THE PROTHONOTARY	
(To be executed by Trial Counsel Only)		DATE PRESENTED	
CASE NUMBER 06-978-C8D Date Complaint filed: July 20, 2006	TYPE TRIAL REQUESTED		ESTIMATED TRIAL TIME 1/2 DAYS
	<input type="checkbox"/> Jury	<input type="checkbox"/> Non-jury	
PLAINTIFF(S)		()	
Richard Kromer & Dana S. Kromer, his wife		()	
DEFENDANT(S)		()	
Randy Morrison t/d/b/a Randy Morrison Construction		()	
ADDITIONAL DEFENDANT(S)		()	
Jim Maddox, individually, and Jim Maddox t/d/b/a J&D Seamless Gutters		()	

FILED
m/15/06
NOV 30 2006

William A. Shaw
Prothonotary/Clerk of Courts
No CC

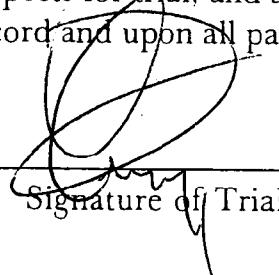
Check Block
if a Minor
is a Party
to the Case

*Atty Blakley
pd do 00
(6K)*

JURY DEMAND FILED BY:		DATE JURY DEMAND FILED:	
AMOUNT AT ISSUE	CONSOLIDATION		DATE CONSOLIDATION ORDERED
\$ 18,900.00	<input type="checkbox"/> Yes <input type="checkbox"/> No		

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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


Signature of Trial Counsel

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF	TELEPHONE NUMBER
Benjamin S. Blakley, III	814-371-2730
FOR THE DEFENDANT	TELEPHONE NUMBER
Gregory M. Bazylyak	814-849-1278
FOR ADDITIONAL DEFENDANT	TELEPHONE NUMBER
Pro Se	

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

RICHARD KROMER & DANA S.
KROMER

vs.

: No. 06-978-CD

RANDY MORRISON t/d/b/a
RANDY MORRISON CONSTRUCTION

AND

JIM MADDOX, individually, and JIM
MADDOX t/d/b/a J&D SEAMLESS
GUTTERS

FILED ^{6 CC}
1/2:25 pm C/A
JAN 19 2007 will serve
GX

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 19 day of January, 2007, it is the ORDER of the Court that
the above-captioned matter is scheduled for Arbitration on Friday, March 9, 2007 at 1:00
P.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse,
Clearfield, PA. The following have been appointed as Arbitrators:

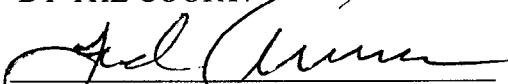
Richard A. Bell, Esquire, Chairman

Gary A. Knaresboro, Esquire

Blaise Ferraraccio, Esquire

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

BY THE COURT:



FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Richard Kromer and Dana S. Kromer
vs.

No. 2006-00978-CD

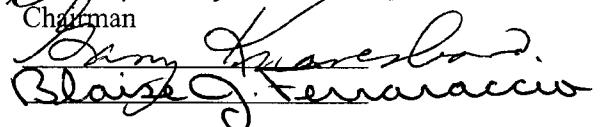
Randy Morrison t/d/b/a Randy Morrison Construction;
Jim Maddox, Individually and t/d/b/a J & D Seamless Gutters

OATH OR AFFIRMATION OF ARBITRATORS

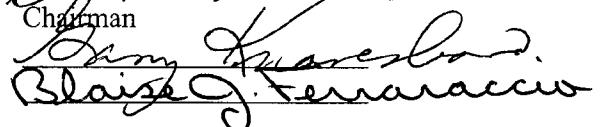
Now, this 9th day of March, 2007, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Richard A. Bell, Esq.

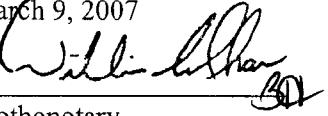

Richard A. Bell
Chairman


Gary Knaresboro

Gary A. Knaresboro, Esq.
Blaise Ferraraccio, Esq.


Blaise Ferraraccio

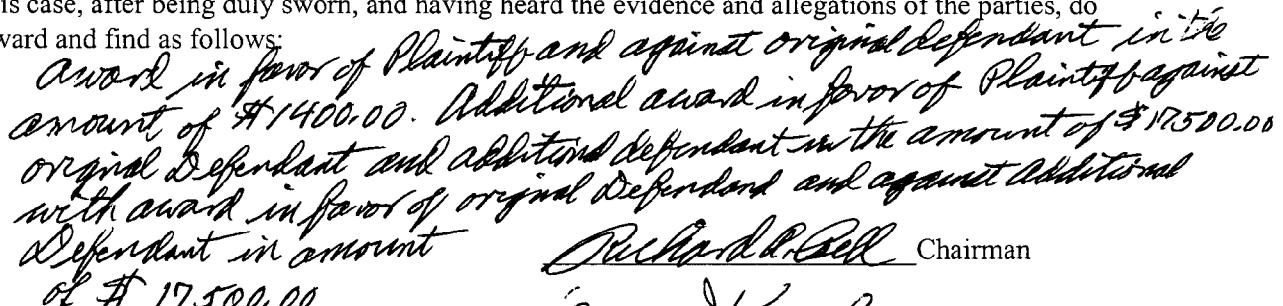
Sworn to and subscribed before me this
March 9, 2007



Prothonotary

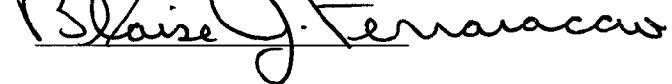
AWARD OF ARBITRATORS

Now, this 9th day of March, 2007, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:


Award in favor of Plaintiff and against original defendant in the amount of \$1400.00. Additional award in favor of Plaintiff against original defendant and additional defendant in the amount of \$17500.00 with award in favor of original defendant and against additional defendant in amount of \$ 17500.00


Richard A. Bell Chairman


Gary Knaresboro


Blaise Ferraraccio

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 9th day of March, 2007, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT



Prothonotary

By _____

FILED Notice to: Amy Blaskey
02:45 PM
MAR 09 2007
Amy Blaskey
Atty Blaskey

Maddox: 305 W. Gasfield Ave.
and J&D Seamless Gutters
DuBois, PA 15801

William A. Shaw and J&D
Prothonotary/Clerk of Courts Seamless
Gutters

Richard Kromer and Dana S. Kromer
Plaintiffs

Vs.

Randy Morrison t/d/b/a
Randy Morrison Construction
Defendants

Jim Maddox, Individually and
t/d/b/a J & D Seamless Gutters
Additional Defendants

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

: No. 2006-00978-CD

COPY

NOTICE OF AWARD

TO: Benjamin Blakley, Esq.
Gregory M. Bazylak, Esq.
Jim Maddox, Individually and t/d/b/a J & D Seamless Gutters

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

Award in favor of Plaintiff and against original defendant in the amount of \$1400.00. Additional award in favor of Plaintiff against original defendant and additional defendant in the amount of \$17,500.00 with award in favor of original Defendant and against additional Defendant in amount of \$17,500.00.

William A. Shaw
Prothonotary
By W.A. Shaw

March 9, 2007
Date

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

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

RICHARD KROMER and DANA S. : No. 2006-978-CD
KROMER, :
Plaintiffs : Type of Pleading:
Vs. :
: **NOTICE OF APPEAL**
: **FROM ARBITRATION**
: **DECISION**
: Filed on Behalf of:
RANDY MORRISON t/d/b/a : DEFENDANTS JIM MADDOX and
RANDY MORRISON CONSTRUCTION, : J & D SEAMLESS GUTTERS
Defendants :
: Counsel of Record for this Party:
JIM MADDOX, Individually and : Jeffrey S. DuBois, Esquire
t/d/b/a J & D SEAMLESS GUTTERS, : Supreme Court No. 62074
Additional Defendants : 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

FILED
01/22/2007
APR 05 2007
Atty DuBois

William A. Shaw Atty DuBois
Prothonotary/Clerk of Courts pd. \$400.00

(60)

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

RICHARD KROMER and DANA S.	:	No. 2006-978-CD
KROMER,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RANDY MORRISON t/d/b/a	:	
RANDY MORRISON CONSTRUCTION,	:	
Defendants	:	
	:	
JIM MADDOX, Individually and	:	
t/d/b/a J & D SEAMLESS GUTTERS,	:	
Additional Defendants	:	

NOTICE OF APPEAL
FROM ARBITRATION DECISION

Notice is hereby given that Jim Maddox, Individually and t/d/b/a J & D Seamless Gutters, Additional Defendants above named, hereby appeals to the Court of Common Pleas of Clearfield County, Clearfield, Pennsylvania, from the Arbitration Award entered in this matter on the 9th day of March, 2007. This order has been entered in the docket as evidenced by the attached copy of the docket entry.

Respectfully Submitted,



Jeffrey S. DuBois
Attorney for Additional
Defendants

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

RICHARD KROMER and DANA S.	:	No. 2006-978-CD
KROMER,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RANDY MORRISON t/d/b/a	:	
RANDY MORRISON CONSTRUCTION,	:	
Defendants	:	
	:	
JIM MADDOX, Individually and	:	
t/d/b/a J & D SEAMLESS GUTTERS,	:	
Additional Defendants	:	

CERTIFICATE OF SERVICE

I do hereby certify that on the 5th day of April, 2007, I served a true and correct copy of the within Notice of Appeal by first class mail, postage prepaid, on the following:

Benjamin S. Blakley, III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801

Gregory M. Bazlak, Esquire
2 Sylvania Street
Brookville, PA 15825



Jeffrey S. DuBois
Attorney for Defendants

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

RICHARD KROMER and DANA S. : No. 2006-978-CD
KROMER, :
Plaintiffs : Type of Pleading:
Vs. : **AFFIDAVIT**
: Filed on Behalf of:
RANDY MORRISON t/d/b/a : DEFENDANTS JIM MADDOX and
RANDY MORRISON CONSTRUCTION, : J & D SEAMLESS GUTTERS
Defendants :
: Counsel of Record for this Party:
JIM MADDOX, Individually and : Jeffrey S. DuBois, Esquire
t/d/b/a J & D SEAMLESS GUTTERS, : Supreme Court No. 62074
Additional Defendants : 190 West Park Avenue, Suite #5
: DuBois, PA 15801
: (814) 375-5598

FILED 4cc
04/28/07 APR 05 2007 Atty DuBois
Clerk
William A. Shaw
Prothonotary/Clerk of Courts

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

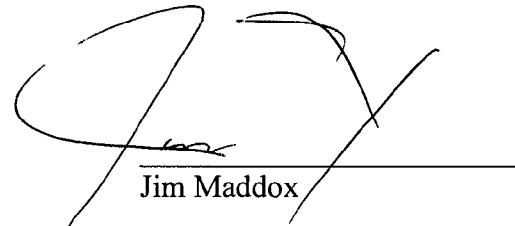
RICHARD KROMER and DANA S.	:	No. 2006-978-CD
KROMER,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RANDY MORRISON t/d/b/a	:	
RANDY MORRISON CONSTRUCTION,	:	
Defendants	:	
	:	
JIM MADDOX, Individually and	:	
t/d/b/a J & D SEAMLESS GUTTERS,	:	
Additional Defendants	:	

AFFIDAVIT

AND NOW, comes the Defendant, Jim Maddox, who pursuant to filing this Appeal of the Decision of the Arbitrators, pursuant to the Local Rule 1308 hereby states and avers as follows:

1. This Appeal is not taken for the purpose of delaying this action.
2. Defendant is taking this Appeal as an injustice has been done, as Defendant was unrepresented during the Arbitration, and Defendant never received, nor was he notified, when the Arbitration was going to be held, and he was unaware the Arbitration was held on March 9, 2007.
3. As a consequence, Defendant did not attend the Arbitration on March 9th, and a Judgment was entered against him in his absence.
4. Defendant wishes to have an opportunity to defend himself in this case and it is for this reason he has appealed the Arbitrators decision.

IN WITNESS WHEREOF, the Defendant certifies the Affidavit to be true this
4/7/07 day of April, 2007.



Jim Maddox

COMMONWEALTH OF PENNSYLVANIA
SS:
COUNTY OF CLEARFIELD

On this, the 4/7/07 day of April, 2007, before me, the undersigned officer, personally appeared **JIM MADDOX**, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Tamra L. McClintick
Notary Public

NOTARIAL SEAL
TAMRA L. MCCLINTICK, NOTARY PUBLIC
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES SEPT. 24, 2007

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

RICHARD KROMER & DANA S.
KROMER.

) NO. 06-978-CD

1

-) Type of Pleading: PRAECLPSE FOR ENTRY
-) OF JUDGMENT ON ARBITRATOR'S
-) AWARD

1

) Filed on Behalf of: PLAINTIFFS

)

) Counsel of Record:

)

)

)

RANDY MORRISON, T/D/B/A RANDY
MORRISON CONSTRUCTION

Defendant,

1

JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS.

Additional Defendants

) BLAKLEY & JONES

)

) DuBois, PA 15801

9

3

○

FILED 07/31/2001 ICC Notice
APR 13 2001 to Morrison

William A. Shaw
Prothonotary/Clerk of Courts

Atty Blakley
pd. 20.00

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

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
)
Plaintiffs,)
)
)
v.)
)
RANDY MORRISON, T/D/B/A RANDY)
MORRISON CONSTRUCTION,)
)
)
Defendant,)
)
)
v.)
)
)
JIM MADDOX, individually, and JIM)
MADDOX, t/d/b/a J & D SEAMLESS)
GUTTERS,)
)
)
Additional Defendants.)

PRAECIPE FOR ENTRY OF JUDGMENT ON ARBITRATOR'S AWARD

TO: WILLIAM SHAW, PROTHONOTARY

Please enter judgment against RANDY MORRISON, t/d/b/a RANDY MORRISON CONSTRUCTION in the amount of \$18,900.00 pursuant to the award of arbitrators' dated March 9, 2007, in the above-captioned matter.

Amount of Judgment \$ 18,900.00

Costs _____

Interest from 3/9/2007 _____

Total _____

BLAKLEY & JONES
Benjamin S. Blakley III

COPY

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

RICHARD KROMER & DANA S. KROMER,	) NO. 06-978-CD
Plaintiffs,)
v.)
RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION,)
Defendant,)
v.)
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS,)
Additional Defendants.)

NOTICE OF JUDGMENT

Notice is given that a JUDGMENT in the above captioned matter has been entered against
you in the amount of \$18,900.00 on March 13, 2007.

WILLIAM A. SHAW, SR., PROTHONOTARY

BY: _____

William A. Shaw

, Deputy

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

COPY

Richard Kromer and Dana S. Kromer
Plaintiff(s)

No.: 2006-00978-CD

Real Debt: \$18,900.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randy Morrison, t/d/b/a
Randy Morrison Construction
Defendant(s)

Entry: \$20.00

Instrument: Judgment on Arbitrator's Award
against Randy Morrison, t/d/b/a Randy
Morrison Construction ONLY

Jim Maddox, individually, and Jim Maddox,
t/d/b/a J & D Seamless Gutters
Additional Defendants

Date of Entry: April 13, 2007

Expires: April 13, 2012

Certified from the record this 13th day of April, 2007.



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

U/A

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
CIVIL TRIAL LISTING**

CERTIFICATE OF READINESS		TO THE PROTHONOTARY	
(To be executed by Trial Counsel Only)		DATE PRESENTED	
CASE NUMBER 06-978-cd	TYPE TRIAL REQUESTED () Jury (X) Non-jury () Arbitration	ESTIMATED TRIAL TIME 1 DAYS	
Date Complaint filed: <u>06/20/2006</u>			

PLAINTIFF(S)

RICHARD KROMER and DANA S. KROMER

()

DEFENDANT(S)

RANDY MORRISON, t/d/b/a RANDY MORRISON CONSTRUCTION

Check Block
if a Minor
is a Party
to the Case

ADDITIONAL DEFENDANT(S)

JIM MADDOX, individually and JIM MADDOX, t/d/b/a
J & D SEAMLESS GUTTERS ()

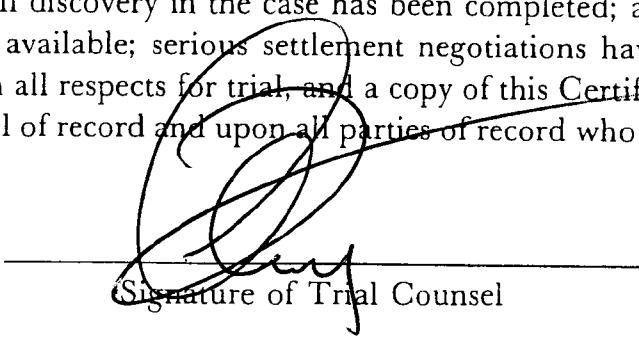
JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
\$ 18,900.00	() Yes () No	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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


Signature of Trial Counsel

FILED *ICC Atty Blakley*
m/11:55 cm
JUL 10 2007
LSR

William A. Shaw

Prothonotary/Clerk of Courts

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF BENJAMIN S. BLAKLEY, III, ESQUIRE	TELEPHONE NUMBER (814) 371-2730
FOR THE DEFENDANT GREGORY M. BAZYLAK, ESQUIRE	TELEPHONE NUMBER (814) 849-1278
FOR ADDITIONAL DEFENDANT JEFFREY S. DUBOIS, ESQUIRE	TELEPHONE NUMBER (814) 375-5598

CA

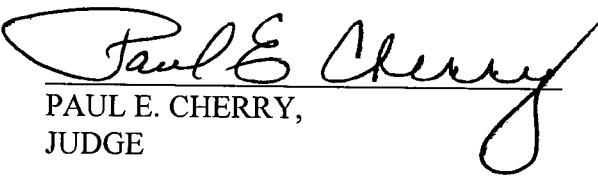
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD KROMER & DANA S.	:	NO. 06-978-CD
KROMER,	:	
Plaintiffs	:	
V.	:	
RANDY MORRISON T/D/B/A RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant	:	
V.	:	
JIM MADDOX, individually, and JIM	:	
MADDOX t/d/b/a J & D SEAMLESS	:	
GUTTERS,	:	
Additional Defendants	:	

ORDER

1. Non-Jury Trial in this matter is scheduled for September 27, 2007, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for submitting any and all Motions shall be by and no later than September 12, 2007.
3. The deadline for submitting any and all Motions shall be by and no later than September 12, 2007.
4. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED
04/06/07
AUG 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

Attns: Blakley
Barylak
Dobois

(GK)

FILED

AUG 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 8/29/07

 You are responsible for serving all appropriate parties.

X The Prothonotary's Office has provided service to the following parties:
____ Plaintiff(s) X Plaintiff(s) Attorney _____ Other
____ Defendant(s) X Defendant(s) Attorney _____
____ Special Instructions:

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

RICHARD KROMER & DANA S.	:	NO. 06-978-CD
KROMER,	:	
Plaintiffs	:	
	:	
V.	:	
	:	
RANDY MORRISON T/D/B/A RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant	:	
	:	
V.	:	
	:	
JIM MADDOX, individually, and JIM	:	
MADDOX t/d/b/a J & D SEAMLESS	:	
GUTTERS,	:	
Additional Defendants	:	

AMENDED ORDER

1. Non-Jury Trial in this matter is scheduled for September 27, 2007, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for submitting any and all Discovery shall be by and no later than September 12, 2007.
3. The deadline for submitting any and all Motions shall be by and no later than September 12, 2007.
4. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,

September 5, 2007


PAUL E. CHERRY,
JUDGE

FILED
OCT 2 2007 2cc Atthys:
SEP 06 2007 Blakley
Bazylak

William A. Shaw
Prothonotary/Clerk of Courts


FILED

SEP 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/6/07

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

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

RICHARD KROMER and DANA S. KROMER, his wife,	:	No. 2006-978-CD
Plaintiffs	:	Type of Pleading:
Vs.	:	ADDITIONAL DEFENDANTS ANSWER AND NEW MATTER TO DEFENDANTS COMPLAINT TO JOIN ADDITIONAL DEFENDANT
RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION,	:	
Defendants	:	
Vs.	:	Filed on Behalf of:
JIM MADDOX, Individually and JIM MADDOX t/d/b/a J & D SEAMLESS GUTTERS,	:	DEFENDANTS JIM MADDOX and J & D SEAMLESS GUTTERS
Additional Defendants:	:	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 4CC
01/14/07 SEP 17 2001 Atty DuBois
60

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD KROMER and DANA S.	:	No. 2006-978-CD
KROMER, his wife,	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RANDY MORRISON t/d/b/a	:	
RANDY MORRISON CONSTRUCTION,	:	
Defendants	:	
	:	
Vs.	:	
	:	
JIM MADDOX, Individually, and JIM	:	
MADDOX t/d/b/a J & D SEAMLESS	:	
GUTTERS,	:	
Additional Defendants:		

NOTICE TO PLEAD

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED ANSWER AND NEW MATTER WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.



Jeffrey S. DuBois, Esquire
Attorney for Defendants

190 West Park Avenue
Suite #5
DuBois, PA 15801
(814) 375-5598

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

RICHARD KROMER and DANA S. KROMER, his wife,	:	No. 2006-978-CD
	:	
Plaintiffs	:	
	:	
Vs.	:	
	:	
RANDY MORRISON t/d/b/a	:	
RANDY MORRISON CONSTRUCTION,	:	
Defendants	:	
	:	
Vs.	:	
	:	
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J & D SEAMLESS GUTTERS,	:	
	:	
Additional Defendants:	:	

**ADDITIONAL DEFENDANTS ANSWER AND NEW MATTER
TO DEFENDANTS COMPLAINT TO JOIN ADDITIONAL DEFENDANT**

AND NOW, comes Additional Defendants, JIM MADDOX, individually, and JIM MADDOX t/d/b/a J & D SEAMLESS GUTTERS, hereinafter referred to as "Additional Defendant Maddox," by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Answer and New Matter to Defendant's Complaint to Join Additional Defendant, and in support thereof avers the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.

6. Admitted.

7. Additional Defendant Maddox is without sufficient information to form a belief as to the truth or falsity of the averments of Defendants paragraph 7, as said paragraph involves factual averments of parties other than Additional Defendant, and therefore the same is denied and strict proof is demanded at Trial.

8. Additional Defendant Maddox is without sufficient information to form a belief as to the truth or falsity of the averments of Defendants paragraph 8, as said paragraph involves factual averments of parties other than Additional Defendant, and therefore the same is denied and strict proof is demanded at Trial.

9. Admitted.

10. Additional Defendant Maddox is without sufficient information to form a belief as to the truth or falsity of the averments of Defendants paragraph 10, as said paragraph involves information not privy to Additional Defendant and/or Plaintiffs, and therefore the same is denied and strict proof is demanded at Trial. By way of further answer, said gutters and downspouts were installed properly by Additional Defendant Maddox.

11. Additional Defendant Maddox is without sufficient information to form a belief as to the truth or falsity of the averments of Defendants paragraph 11, as said paragraph involves information not privy to Additional Defendant and/or Plaintiffs, and therefore the same is denied and strict proof is demanded at Trial.

12. Denied. The gutters installed by Additional Defendant Maddox were properly angled and were properly installed, and further they were installed so as to allow water to run away from the building.

13. Denied. It is denied there was any improper placement or hanging of the gutters and downspouts by Additional Defendant Maddox, and therefore no damages were caused by Additional Defendant Maddox.

14. Denied. It is denied there was any improper placement or hanging of the gutters and downspouts by Additional Defendant Maddox, and therefore no damages were caused by Additional Defendant Maddox.

15. There are no factual averments contained in Defendant's paragraph 15 to which a responsive pleading is required.

COUNT I
BREACH OF CONTRACT
RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION Vs.
JIM MADDOX, Individually

16. No responsive pleading is required.

17. Denied. The only contractual obligations of Additional Defendant Maddox was to install gutters and downspouts. No further agreement was made between Defendant and Additional Defendant Maddox, nor were any specific instructions given to Additional Defendant Maddox. By way of further answer, Additional Defendant Maddox did properly install said gutters and downspouts. By way of further answer, any damage to Plaintiffs' property would have been because of the layout and topography of Plaintiffs' property, and/or work done by Defendant.

18. Denied. There was no breach of contract by Additional Defendant Maddox to Defendant. By way of further answer, Defendants paragraph sounds in a cause of action for negligence as opposed to breach of contract.

19. As set forth herein, Additional Defendant Maddox committed no breach, and therefore if there is any loss to Plaintiff, it would be the result of Defendant and not Additional Defendant Maddox.

20. Denied. Any damages claimed by Plaintiff would have been as a result of Defendant and not any poor work or improper workmanship of Additional Defendant Maddox.

21. Denied. It is denied Additional Defendant Maddox committed any breach, and therefore any legal fees paid by Defendant would be all on his own doing and not a result of any actions of Additional Defendant Maddox.

WHEREFORE, Additional Defendant Maddox respectfully requests this Honorable Court to dismiss Defendant Morrison's Complaint in its entirety.

COUNT II
BREACH OF CONTRACT
RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION Vs.
JIM MADDOX, t/d/b/a J&D SEAMLESS GUTTERS

22. No responsive pleading is required.

23. Denied. The only contractual obligations of Additional Defendant Maddox were to install gutters and downspouts. No further agreement was made between Defendant and Additional Defendant Maddox, nor were any specific instructions given to Additional Defendant Maddox. By way of further answer, Additional Defendant Maddox did properly install said gutters and downspouts. By way of further answer, any damage to Plaintiffs' property would have been because of the layout and topography of Plaintiffs' property, and/or work done by Defendant.

24. Denied. It is denied that there were any contractual obligations to Additional Defendant Maddox other than to install gutters and downspouts. By way of further answer, no specific instructions were given by Defendant Morrison to Additional Defendant Maddox. By way of further answer, Additional Defendant Maddox did properly install said gutters and downspouts, and Defendant Morrison's claim in paragraph 24 sounds in negligence as opposed to breach of contract.

25. Denied. As set forth herein, there is no breach of contract by Additional Defendant Maddox, and any loss to Plaintiffs' property would be due to Plaintiffs topography/layout of their land, as well as any improper work done by Defendant Morrison.

26. Denied. Any damages claimed by Plaintiff would have been as a result of Defendant and not any poor work or improper workmanship of Additional Defendant Maddox.

27. Denied. It is denied Additional Defendant Maddox committed any breach, and therefore any legal fees paid by Defendant would be all on his own doing and not a result of any actions of Additional Defendant Maddox.

WHEREFORE, Additional Defendant Maddox respectfully requests this Honorable Court to dismiss Defendant Morrisons Complaint in its entirety.

NEW MATTER

28. Additional Defendant Maddox hereby incorporates by reference paragraphs one (1) through 27 herein as if set forth at length in full.

29. On or about October of 2002, Defendant Morrison contacted Additional Defendant Maddox to install gutters and downspouts on Plaintiffs residence.

30. There was no written contract between the parties, and no specific instructions were given by Defendant Morrison to Additional Defendant Maddox other than to install gutters and downspouts.

31. On or about October of 2002, Additional Defendant Maddox installed gutters and downspouts on Plaintiffs residence.

32. Additional Defendant Maddox was unable to tie in said gutters and downspouts as the existing drainage pipes on Plaintiffs residence were crushed and buried in the ground.

33. As a consequence, Additional Defendant Maddox "ran away" the gutters and downspouts from the Plaintiffs building. The purpose of this was so that the water would run away from the building.

34. Neither Plaintiffs nor Defendant Morrison objected to Additional Defendant Maddox on the way he installed said gutters and downspouts.

35. No other instructions or requirements were given by Defendant Morrison to Additional Defendant Maddox.

36. At no time after Additional Defendant Maddox completed his work, was he ever contacted to make any changes or other type of work by either Plaintiffs or Defendant Morrison.

37. Defendant Morrison's Complaint to Adjoin Additional Defendant against Additional Defendant Maddox is in essence a claim in negligence as opposed to Breach of Contract.

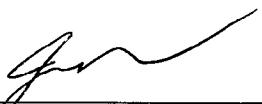
38. Defendant Morrison cannot point to any contractual obligation which was breached by Additional Defendant Maddox.

39. Defendant Morrison's complaint fails to state a claim against Additional Defendant Maddox.

40. Defendant Morrison's complaint fails to state a cause of action in contract against Additional Defendant Maddox.

41. Defendant Morrison's complaint should be dismissed because of the Statute of Limitations, as this action was brought approximately four (4) years after Additional Defendant Maddox worked on the property and is outside the required time period.

Respectfully submitted,

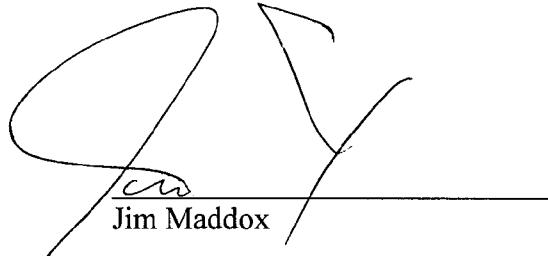


Jeffrey S. DuBois, Esquire
Attorney for Additional
Defendant Maddox

VERIFICATION

I, JIM MADDOX, individually, and JIM MADDOX t/d/b/a J & D SEAMLESS GUTTERS, verify that the statements in the foregoing Answer and New Matter to Defendant's Complaint to Join Additional Defendant are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



A handwritten signature in black ink, appearing to read "J. Maddox", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'J' on the left and a 'Maddox' ending on the right.

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

RICHARD KROMER and DANA S. KROMER, his wife,	:	No. 2006-978-CD
	:	
		Plaintiffs
	:	
Vs.	:	
	:	
RANDY MORRISON t/d/b/a	:	
RANDY MORRISON CONSTRUCTION,	:	
	:	
Defendants	:	
	:	
Vs.	:	
	:	
JIM MADDOX, Individually, and JIM MADDOX t/d/b/a J & D SEAMLESS GUTTERS,	:	
	:	
		Additional Defendants:

CERTIFICATE OF SERVICE

I do hereby certify that on the 14th day of September, 2007, I served a true and correct copy of the within Answer and New Matter to Defendant's Complaint to Join Additional Defendant by first class mail, postage prepaid, on the following:

Benjamin S. Blakley, III, Esquire
90 Beaver Drive, Box 6
DuBois, PA 15801

Gregory M. Bazlak, Esquire
2 Sylvania Street
Brookville, PA 15825

Jeffrey S. DuBois
Attorney for Defendants

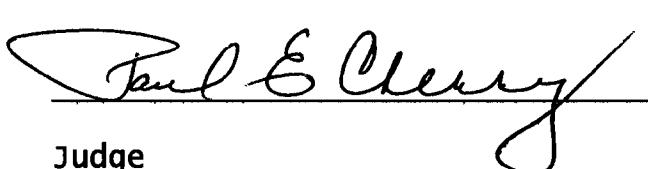
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD KROMER & DANA S. KROMER	:	
-vs-	:	No. 06-978-CD
RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION	:	
-vs-	:	
JIM MADDOX, individually, and JIM MADDOX, individually and t/d/b/a J & D SEAMLESS GUTTERS	:	

O R D E R

AND NOW, this 27th day of September, 2007,
following conclusion of Non-Jury Trial, it is the ORDER of
this Court that counsel, if they so choose, shall supply
the Court with appropriate brief within no more than thirty
(30) days from today's date. Counsel, if they so choose,
shall have no more than ten (10) days thereafter to supply
the Court with a responsive brief.

BY THE COURT,



Paul E. Cherry
Judge

FILED
09/28/2007 2cc Atlys:
SEP 28 2007 Blakley
Barzilak
William A. Shaw
Prothonotary/Clerk of Courts Dubois
(GW)

FILED

SEP 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/28/07

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

RICHARD KROMER & DANA S. KROMER	:
-vs-	No. 06-978-CD
RANDY MORRISON t/d/b/a RANDY MORRISON CONSTRUCTION	:
-vs-	:
JIM MADDOX, individually, and JIM MADDOX, individually and t/d/b/a J & D SEAMLESS GUTTERS	:

O R D E R

AND NOW, this 31st day of December, 2007,
following non-jury trial, taking of testimony and
presentation of the issues before the court, and upon
consideration of same, the court being in receipt of a
brief solely from Additional Defendants, the court hereby
finds in favor of Defendant, Randy Morrison t/d/b/a Randy
Morrison Construction, and against Additional Defendants,
Jim Maddox, individually, and Jim Maddox, t/d/b/a J & D
Seamless Gutters, in the amount of Three Thousand Nine
Hundred (\$3,900.00) Dollars, plus interest and costs of
suit. Opinion to be filed in the event of an appeal.

FILED

01302007
DEC 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Attns: Blakley
Barylak
Dubois

BY THE COURT,

Paul E Cherry
Judge

(64)

FILED

DEC 31 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/31/07

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 ACTION - LAW

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
Plaintiffs,) Type of Pleading:
v.) CERTIFICATE OF SERVICE
RANDY MORRISON, t/d/b/a RANDY) Filed on Behalf of: PLAINTIFFS
MORRISON CONSTRUCTION,)
Defendant,) Counsel of Record:
v.) BENJAMIN S. BLAKLEY, III
JIM MADDOX, individually, and JIM) Supreme Court No. 26331
MADDOX, t/d/b/a J & D SEAMLESS)
GUTTERS,) BLAKLEY & JONES
Additional Defendants.) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730
)
)
)

M 11:07 AM JAN 16 2008
FILED NOCC
JAN 16 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
)
Plaintiffs,)
)
)
v.)
)
RANDY MORRISON, t/b/d/a RANDY)
MORRISON CONSTRUCTION,)
)
Defendant,)
)
v.)
)
JIM MADDOX, individually, and JIM)
MADDOX, t/d/b/a J & D SEAMLESS)
GUTTERS,)
)
Additional Defendants.)

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Interrogatories in Aid of Execution upon counsel for the Defendant on this 15th day of January, 2008, by depositing the same with the United States Postal Service via First-Class Mail, postage prepaid, addressed as follows:

Gregory M. Bazylak, Esquire
109 Main Street
Brookville, PA 15825

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

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

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
Plaintiffs,) Type of Pleading: MOTION TO COMPEL
v.) ANSWERS TO INTERROGATORIES
RANDY MORRISON, t/d/b/a RANDY)
MORRISON CONSTRUCTION,) Filed on Behalf of: PLAINTIFFS
Defendant,) Counsel of Record:
v.) BENJAMIN S. BLAKLEY, III
JIM MADDOX, individually, and JIM)
MADDOX, t/d/b/a J & D SEAMLESS) Supreme Court No. 26331
GUTTERS,)
Additional Defendants.)
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, PA 15801
(814) 371-2730
(
(
GK

100
m/10/28/04 *CC*
Atty Blakley
GK
William A. Shaw
Clerk of Courts

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

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
)
Plaintiffs,)
)
)
v.)
)
RANDY MORRISON, t/b/d/a RANDY)
MORRISON CONSTRUCTION,)
)
Defendant,)
)
)
v.)
)
JIM MADDOX, individually, and JIM)
MADDOX, t/d/b/a J & D SEAMLESS)
GUTTERS,)
)
Additional Defendants.)

FILED
02:53P.M. 6K
MAR 27 2008

William A. Shaw
Prothonotary/Clerk of Courts

cc: *cc: Tony Blakely*
6/1

RULE TO SHOW CAUSE

AND NOW, this 27th day of March, 2008, upon consideration of the foregoing Motion to Compel Answers to Interrogatories it is the Order of this Court that a Rule be issued upon Defendant, **RANDY MORRISON, t/b/d/a RANDY MORRISON CONSTRUCTION**, to show cause why the prayer and said motion should not be granted.

RULE RETURNABLE and hearing thereon to be held the 22nd day of

May, 2008, at 3:00 o'clock P.M., in Courtroom No. 2, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,

Paul E. Cheezy

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

RICHARD KROMER & DANA S. KROMER,	) NO. 06-978-CD
)
)
Plaintiffs,)
)
)
v.)
)
RANDY MORRISON, t/b/d/a RANDY MORRISON CONSTRUCTION,)
)
)
Defendant,)
)
)
v.)
)
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS,)
)
)
Additional Defendants.)

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING RULE TO SHOW CAUSE BY ENTERING A WRITTEN APPEARANCE AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU, YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

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

BY THE COURT,

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

RICHARD KROMER & DANA S. KROMER,	)	NO. 06-978-CD
)	
Plaintiffs,)	
)	
v.)	
)	
RANDY MORRISON, t/b/d/a RANDY MORRISON CONSTRUCTION,)	
)	
Defendant,)	
)	
v.)	
)	
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS,)	
)	
Additional Defendants.)	

MOTION TO COMPEL ANSWERS TO INTERROGATORIES

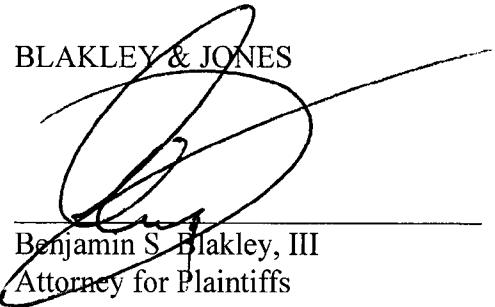
AND NOW comes, Movants, **RICHARD KROMER & DANA S. KROMER**, by and through their attorneys, **BLAKLEY & JONES**, who moves this Honorable Court to compel the Defendant, **RANDY MORRISON, t/b/d/a RANDY MORRISON CONSTRUCTION**, to answer Interrogatories per pounded by the Plaintiffs, and in support thereof, the following is averred:

1. Movants and Respondent are parties to the above captioned action
2. On January 15, 2008, the Plaintiffs served Interrogatories in Aid of Execution upon the Defendant through his counsel of record.
3. To date, the Defendant has failed and refused to complete and return the Interrogatories to the Plaintiffs.

4. Pennsylvania Rule of Civil Procedure 4006(a)(2) requires the answering party to respond to the Interrogatories within thirty (30) days after service of the same.

WHEREFORE, Movants respectfully request this Honorable Court to order Defendant, **RANDY MORRISON, t/b/d/a RANDY MORRISON CONSTRUCTION**, to answer the Interrogatories per pounded by the Plaintiff and served upon the Defendant within ten (10) days of the Order to this Honorable Court and to impose attorney's fees upon the Defendant in the amount of Five Hundred Dollars (\$500.00) for the bringing of this petition.

Respectfully submitted,

By: 
BLAKLEY & JONES
Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

I verify that the statements made in this Motion to Compel Answers to Interrogatories are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Richard Kromer
RICHARD KROMER

Dana S. Kromer
DANA S. KROMER

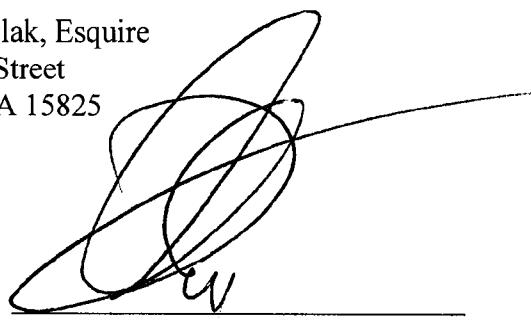
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
)
Plaintiffs,)
)
)
v.)
)
)
RANDY MORRISON, t/b/d/a RANDY)
MORRISON CONSTRUCTION,)
)
)
Defendant,)
)
)
v.)
)
)
JIM MADDOX, individually, and JIM)
MADDOX, t/d/b/a J & D SEAMLESS)
GUTTERS,)
)
)
Additional Defendants.)

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Motion to
Compel Answers to Interrogatories in the above-captioned matter on the following parties at the
addresses shown below by first-class U.S. Mail on the 24th day of March, 2008:

Gregory M. Bazylak, Esquire
109 Main Street
Brookville, PA 15825



Benjamin S. Blakley, III

CA

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

RICHARD KROMER and
DANA S. KROMER,

Plaintiffs

vs

RANDY MORRISON, t/d/b/a RANDY
MORRISON CONSTRUCTION,
Defendant,

vs

JIM MADDOX, individually, and JIM
MADDOX, t/d/b/a J & D SEAMLESS
GUTTERS,

Additional Defendants.

: No. 06-978 C.D.

: Type of Pleading: **Petition to
Withdraw as Counsel**

: Filed on Behalf of: **Defendant,
Randy Morrison, t/d/b/a Randy
Morrison Construction**

:
: **GREGORY M. BAZYLAK, ESQ.**
: 2 Sylvania Street
: Brookville, PA 15825
: Voice: 814-849-1278
: Fax: 814-849-1294

FILED 3CC
M1049324 APR 25 2008 Atty Bazylyak
©
William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD KROMER and DANA S. KROMER, Plaintiffs,	:	
vs	:	No: 06-978 C.D.
	:	
RANDY MORRISON, t/d/b/a RANDY MORRISON CONSTRUCTION, Defendant,	:	
vs	:	
	:	
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS, Additional Defendants.	:	
	:	

**PETITION OF DEFENDANT'S COUNSEL FOR
LEAVE TO WITHDRAW**

The petition of Gregory M. Bazylak, Esquire, respectfully represents:

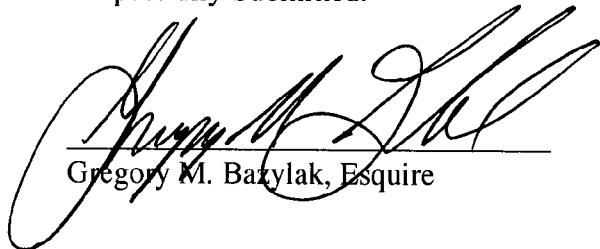
1. The action, namely a Civil Complaint, was filed on June 20, 2006, and petitioner was thereafter retained by defendant to represent him in the matter on June 25, 2006.
2. On April 22, 2008, after consultation with the defendant, defendant indicated that he no longer wishes to retain petitioner as counsel of record.
3. The case is listed for hearing in the Court of Common Pleas of Clearfield County on a Rule to Show Cause, May 22, 2008.
4. Defendant, Morrison wishes to represent himself at the May 22, 2008 Rule Hearing.
5. Defendant, Morrison no longer wishes to retain the services of petitioner.

6. Good cause exists therefore under Rule 1.16(a)(3) of the Pennsylvania Rules of Professional Conduct for petitioner's withdrawal of appearance in the case.

7. Contrary to the wishes of defendant would be contrary to Rule 1.16(a)(3) of the Pennsylvania Rules of Professional Conduct for petitioner's withdrawal.

WHEREFORE, Petitioner requests that this Court grant petitioner leave to withdraw his appearance for defendant in this action.

Respectfully Submitted:



Gregory M. Bazylak, Esquire

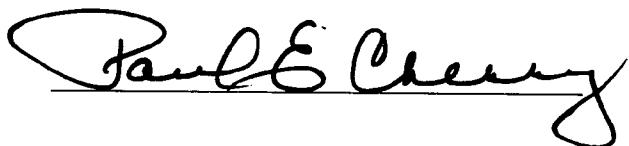
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD KROMER and
DANA S. KROMER, :
Plaintiffs :
: :
vs : No: 06-978 C.D.
: :
RANDY MORRISON, t/d/b/a RANDY :
MORRISON CONSTRUCTION, :
Defendant, :
: :
vs :
: :
JIM MADDOX, individually, and JIM :
MADDOX, t/d/b/a J & D SEAMLESS :
GUTTERS, :
Additional Defendants. :
:

ORDER

AND NOW, this 28th day of April, 2008, upon review of the
within Petition of Defendant's Counsel For Leave to Withdraw, it is hereby ORDERED
that Petitioner, Gregory M. Bazylak, Esquire, be permitted to withdraw as counsel for the
Defendant in the above-captioned matter.

BY THE COURT:



FILED 3cc
0110:14:611 APR 28 2008 Atty Bazylak
APR 28 2008
GK
William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/28/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

APR 28 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

RICHARD KROMER AND

}

DANA S. KROMER,

}

VS

} NO. 06-978-CD

RANDY MORRISON, t/d/b/a

}

RANDY MORRISON CONSTRUCTION,

}

VS

}

JIM MADDOX, INDIVIDUALLY AND

}

JIM MADDOX, t/d/b/a J & D

}

SEAMLESS GUTTERS,

}

FILED

C 3:40 P.M. GK
MAY 22 2008

2 CC AMYS:

BLAKLEY

BAZYLAK

William A. Shaw
Prothonotary/Clerk of Courts

O R D E R

NOW, this 22nd day of May, 2008, upon consideration of the Motion to Compel Answers to Interrogatories filed by the Plaintiffs, it is the ORDER of this Court that said Motion be and is hereby GRANTED. Defendant Randy Morrison t/d/b/a Randy Morrison Construction shall file his answers to Interrogatories within no more than Thirty (30) Days from today's date or suffer appropriate sanctions by this Court.

BY THE COURT,

Paul E Cherry

Judge

DATE: 5-22-08

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:

FILED

MAY 22 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD KROMER & DANA S. :
KROMER, :
Plaintiffs :
vs. : No. 06 - 978 - C.D.
RANDY MORRISON, T/D/B/A RANDY :
MORRISON CONSTRUCTION, :
Defendant :
vs. :
JIM MADDOX, individually, and JIM :
MADDOX, t/d/b/a J & D SEAMLESS :
GUTTERS, :
Additional Defendants :
:

**PRAECIPE FOR ENTRY OF
APPEARANCE**

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

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

FILED *4cc*
12:55 PM May 23 2008 Atty Ryan
MAY 23 2008

William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA

(60)

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

RICHARD KROMER & DANA S. :
KROMER, :
Plaintiffs :
vs. : No. 06 – 978 – C.D.
RANDY MORRISON, T/D/B/A RANDY :
MORRISON CONSTRUCTION, :
Defendant :
vs. :
JIM MADDOX, individually, and JIM :
MADDOX, t/d/b/a J & D SEAMLESS :
GUTTERS, :
Additional Defendants :

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of RANDY MORRISON, T/D/B/A RANDY
MORRISON CONSTRUCTION, Defendant in the above-captioned matter.

BELIN, KUBISTA & RYAN LLP



John R. Ryan, Esquire
Attorney for Defendant

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

RICHARD KROMER & DANA S. KROMER, Plaintiffs vs. RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION, Defendant vs. JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS, Additional Defendants

No. 06 – 978 – C.D.

PRAECIPE FOR ENTRY OF JUDGMENT

Filed on behalf of:
Defendant, RANDY MORRISON,
T/D/B/A RANDY MORRISON
CONSTRUCTION

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED Atty pd \$20.00
01/31/2008 3cc to Atty Ryan
Notice to Atty DuBois
Statement to Atty Ryan
68

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

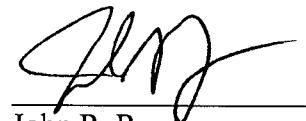
RICHARD KROMER & DANA S.	:	
KROMER,	:	
Plaintiffs	:	
vs.	:	No. 06 - 978 - C.D.
RANDY MORRISON, T/D/B/A RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant	:	
vs.	:	
JIM MADDOX, individually, and JIM	:	
MADDOX, t/d/b/a J & D SEAMLESS	:	
GUTTERS,	:	
Additional Defendants	:	

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of Additional Defendant, RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION, and against Additional Defendant, JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS, in accordance with the Order of the Court dated December 31, 2007.

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiff

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

RICHARD KROMER & DANA S. :
KROMER, :
Plaintiffs :
vs. : No. 06 – 978 – C.D.
RANDY MORRISON, T/D/B/A RANDY :
MORRISON CONSTRUCTION, :
Defendant :
vs. :
JIM MADDOX, individually, and JIM :
MADDOX, t/d/b/a J & D SEAMLESS :
GUTTERS, :
Additional Defendants :
:

CERTIFICATE OF RESIDENCE

I hereby certify that the Defendant, RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION, resides at 349 Hubler Road, Du Bois, Pennsylvania, 15801, and Additional Defendant, JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS, is represented by Jeffrey S. DuBois, Esquire, whose address is:

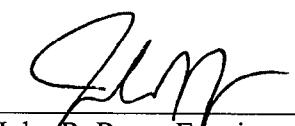
Jeffrey S. DuBois, Esquire
Attorney at Law
190 West Park Avenue, Suite 5
Du Bois, PA 15801

I understand that false statements made in this Certificate are subject to the penalties of 18 Pa. Cons. Stat. Section 4904, relating to unsworn falsification to authorities.

Date: 5/23, 2008

BELIN, KUBISTA & RYAN LLP

By


John R. Ryan, Esquire
Attorney for Defendant

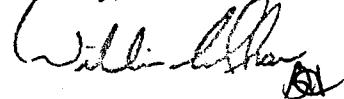
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COPIES

RICHARD KROMER & DANA S. :
KROMER, :
Plaintiffs :
vs. : No. 06 - 978 - C.D.
RANDY MORRISON, T/D/B/A RANDY :
MORRISON CONSTRUCTION, :
Defendant :
vs. :
JIM MADDOX, individually, and JIM :
MADDOX, t/d/b/a J & D SEAMLESS :
GUTTERS, :
Additional Defendants :
:

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$3,900.00 plus interest, attorney's fees and costs on
May 27, 2008.

Prothonotary,



William A. Shaw

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

COPY

Richard Kromer and
Dana S. Kromer
Plaintiff(s)

No.: 2006-00978-CD

Real Debt: \$3,900.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Randy Morrison, t/d/b/a
Randy Morrison Construction
Defendant(s)

Entry: \$20.00

Instrument: Court Ordered Judgment-In favor
of Defendants and against Additional
Defendants

Jim Maddox, individually and Jim Maddox
t/d/b/a J & D Seamless Gutters
Additional Defendants

Date of Entry: May 27, 2008

Expires: May 27, 2013

Certified from the record this 27th day of May, 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

RICHARD KROMER & DANA S.	:
KROMER,	:
Plaintiffs	:
vs.	:
RANDY MORRISON, T/D/B/A RANDY	:
MORRISON CONSTRUCTION,	:
Defendant	:
vs.	:
JIM MADDOX, individually, and JIM	:
MADDOX, t/d/b/a J & D SEAMLESS	:
GUTTERS,	:
Additional Defendants	:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant, RANDY MORRISON,
T/D/B/A RANDY MORRISON
CONSTRUCTION

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED
05/30/04
MAY 28 2004
10
cc
William A. Shaw
Prothonotary/Clerk of Courts

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

RICHARD KROMER & DANA S.	:
KROMER,	:
Plaintiffs	:
vs.	:
	No. 06 - 978 - C.D.
RANDY MORRISON, T/D/B/A RANDY	:
MORRISON CONSTRUCTION,	:
Defendant	:
vs.	:
JIM MADDOX, individually, and JIM	:
MADDOX, t/d/b/a J & D SEAMLESS	:
GUTTERS,	:
Additional Defendants	:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Praecipe for Entry of Appearance filed on behalf of RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION, Defendant in the above captioned matter, on the following parties by postage prepaid first-class United States mail, on the 27th day of May, 2008:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
Du Bois, PA 15801
Attorney for Plaintiff

Jeffrey S. DuBois, Esquire
190 West Park Avenue, Suite 5
Du Bois, PA 15801
Attorney for Additional Defendants

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Defendant

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

RICHARD KROMER & DANA S.	:	
KROMER,	:	
Plaintiffs	:	
vs.	:	No. 06 – 978 – C.D.
RANDY MORRISON, T/D/B/A RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant	:	
vs.	:	
JIM MADDOX, individually, and JIM	:	
MADDOX, t/d/b/a J & D SEAMLESS	:	
GUTTERS,	:	
Additional Defendants	:	

FILED
010:30 LM JUL 02 2008 No cc
William A. Shaw
Prothonotary/Clerk of Courts

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant, RANDY MORRISON,
T/D/B/A RANDY MORRISON
CONSTRUCTION

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

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

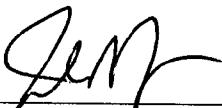
RICHARD KROMER & DANA S.	:	
KROMER,	:	
Plaintiffs	:	
vs.	:	No. 06 – 978 – C.D.
RANDY MORRISON, T/D/B/A RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant	:	
vs.	:	
JIM MADDOX, individually, and JIM	:	
MADDOX, t/d/b/a J & D SEAMLESS	:	
GUTTERS,	:	
Additional Defendants	:	

CERTIFICATE OF SERVICE

This is to certify that I have served a true and correct copy of Defendant's Answers to Plaintiff's Interrogatories in Aid of Execution on behalf of RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION, Defendant in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 1st day of July, 2008:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
Du Bois, PA 15801
Attorney for Plaintiff

BELIN, KUBISTA & RYAN LLP


John R. Ryan
Attorney for Defendant

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

RICHARD KROMER & DANA S. KROMER,	:
Plaintiffs	:
vs.	:
RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION,	:
Defendant	:
vs.	:
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS,	:
Additional Defendants	:

STIPULATION

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

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

S
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03/14/08 *Atty Ryan*
3/10/08
William A. Shaw
Prothonotary/Clerk of Courts

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

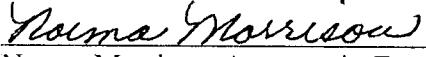
RICHARD KROMER & DANA S.	:	
KROMER,	:	
Plaintiffs	:	
vs.	:	No. 06 - 978 - C.D.
RANDY MORRISON, T/D/B/A RANDY	:	
MORRISON CONSTRUCTION,	:	
Defendant	:	
vs.	:	
JIM MADDOX, individually, and JIM	:	
MADDOX, t/d/b/a J & D SEAMLESS	:	
GUTTERS,	:	
Additional Defendants	:	

STIPULATION

NOW THIS 9th of October, 2008, upon stipulation of NORMA MORRISON, Attorney-in-Fact for RANDY MORRISON, and his counsel, JOHN R. RYAN, it is hereby agreed that JOHN R. RYAN is permitted to withdraw as counsel for RANDY MORRISON, Defendant in the above-captioned action.



John R. Ryan, Esquire



Norma Morrison
Norma Morrison, Attorney-in-Fact
for Randy Morrison

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

RICHARD KROMER & DANA S. :
KROMER, :
Plaintiffs :
vs. : No. 06 - 978 - C.D.
RANDY MORRISON, T/D/B/A RANDY :
MORRISON CONSTRUCTION, :
Defendant :
vs. :
JIM MADDOX, individually, and JIM :
MADDOX, t/d/b/a J & D SEAMLESS :
GUTTERS, :
Additional Defendants :
:

**PRAECIPE FOR WITHDRAWAL
OF APPEARANCE**

Filed on Behalf of:
Defendant

Counsel of Record for
This Party:

JOHN R. RYAN, ESQUIRE
Pa. I.D. #38739

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

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03/14/09 Ahy Ryan
OCT 19 2008
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CJA

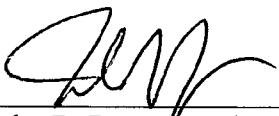
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

RICHARD KROMER & DANA S. :
KROMER, :
Plaintiffs :
vs. : No. 06 – 978 – C.D.
RANDY MORRISON, T/D/B/A RANDY :
MORRISON CONSTRUCTION, :
Defendant :
vs. :
JIM MADDOX, individually, and JIM :
MADDOX, t/d/b/a J & D SEAMLESS :
GUTTERS, :
Additional Defendants :
:

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO WILLIAM SHAW, PROTHONOTARY:

Pursuant to the Stipulation dated October 9, 2008, please withdraw my appearance as
counsel for **RANDY MORRISON**, Defendant in the above-captioned action.



John R. Ryan, Esquire

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

5 **FILED** Atty pd.
m 110:33 AM
SEP 2 2010 20.00
1CC06
William A. Smith,
Prothonotary, Clerks Ct Courts Writs to
Sheriff
611

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

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
)
Plaintiffs,)
)
)
v.)
)
RANDY MORRISON, T/D/B/A RANDY)
MORRISON CONSTRUCTION,)
)
)
Defendant,)
)
)
v.)
)
JIM MADDOX, individually, and JIM)
MADDOX, t/d/b/a J & D SEAMLESS)
GUTTERS,)
)
)
Additional Defendants.)

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Please issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against **RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION**, Defendant in the above-captioned matter;
3. Amount due: \$ 18,900.00
4. Interest from 4/13/2007 to 4/15/10: \$ 3,610.20
5. Interests from 04/15/10 to Present \$ _____
5. Costs: \$ _____

Total: \$ _____

650.00 **Prothonotary costs**
BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

CLJY

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

RICHARD KROMER & DANA S. KROMER,	) NO. 06-978-CD
Plaintiffs,))
v.	) Type of Pleading:)
RANDY MCRRISON, T/D/B/A RANDY MORRISON CONSTRUCTION,	) WRIT OF EXECUTION))
Defendant,	) Filed on Behalf of: PLAINTIFFS)
v.	) Counsel of Record:)
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS,	) BENJAMIN S. BLAKLEY, II)
Additional Defendants.	) Supreme Court No. 26331))
	) LEANNE NEDZA)
	) Supreme Court No. 89383)
	) BLAKLEY & JONES)
	) 90 Beaver Drive, Box 6)
	) DuBois, PA 15801)
	) (814) 371-2730)

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

RICHARD KROMER & DANA S.	)	NO. 06-978-CD
KROMER,)	
Plaintiffs,)	
v.)	
)	
RANDY MORRISON, T/D/B/A RANDY)	
MORRISON CONSTRUCTION,)	
)	
Defendant,)	
v.)	
)	
JIM MADDOX, individually, and JIM)	
MADDOX, t/d/b/a J & D SEAMLESS)	
GUTTERS,)	
Additional Defendants.)	

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

YOU SHOULD COME TO COURT READY TO EXPLAIN YOUR EXEMPTION. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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.

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

RICHARD KROMER & DANA S.	)	NO. 06-978-CD
KROMER,)	
Plaintiffs,)	
v.)	
)	
RANDY MORRISON, T/D/B/A RANDY)	
MORRISON CONSTRUCTION,)	
)	
Defendant,)	
v.)	
)	
JIM MADDOX, individually, and JIM)	
MADDOX, t/d/b/a J & D SEAMLESS)	
GUTTERS,)	
Additional Defendants.)	

WRIT OF EXECUTION

**Commonwealth of Pennsylvania
County of Clearfield**

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against **RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION**, defendant,

1. you are directed to levy upon the property of the defendant and to sell the defendant's interest therein;
2. you are also directed to attach the property of the defendant not levied upon in the possession of NONE (Name of Garnishee) as garnishee, _____ (Specify describe property) and to notify the garnishee that
 - a. an attachment has been issued;
 - b. except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. the attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or

ii. that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provide din 42 Pa.C.S. § 8123.

3. if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

Amount due: \$ 18,900.00

Interest from 4/13/2007 to 4/15/10: \$ 3,610.20

Interests from 04/15/10 to Present \$ _____

Costs: \$ _____

Total: \$ _____

650.00 Prothonotary costs

William A. Shaw, Sr., Prothonotary

(Seal)

By *William A. Shaw* 9/23/10
Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21248
NO: 06-978-CD

PLAINTIFF: RICHARD KROMER & DANA S. KROMER

vs.

DEFENDANT: RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION & JIM MADDOX, INDIVIDUALLY, AND JIM MADDOX T/D/B/A J&D SEAMLESS GUTTERS

Execution PERSONAL PROPERTY

SHERIFF RETURN

DATE RECEIVED WRIT: 9/23/2010

LEVY TAKEN 11/22/2010 @ 9:36 AM

POSTED 5/12/2011 @ 2:04 PM

SALE HELD 5/27/2011

SOLD TO STEVEN L. STEINVEISER

SOLD FOR AMOUNT \$10.00 PLUS COSTS

WRIT RETURNED 8/2/2011

DATE DEED FILED

PROPERTY ADDRESS 349 HUBLER ROAD DUBOIS , PA 15801

FILED
8:38AM
2011
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

11/1/2010 @ 2:35 PM SERVED RANDY MORRISON, T/D/B/A RANDY MORRISON CONST.
SERVED RANDY MORRISON, T/D/B/A RANDY MORRISON CONST., DEFENDANT, AT 682 SHER DE LIN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MICHELLE BRIGHT, GIRLFRIEND/ADULT AT RESIDENCE

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

5/17/2011 @ SERVED RANDY MORRISON, T/D/B/A RANDY MORRISON CONST.
SERVED RANDY MORRISON, T/D/B/A RANDY MORRISON CONST. AT 682 SHER DE LIN ROAD, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RANDY MORRISON

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21248
NO: 06-978-CD

PLAINTIFF: RICHARD KROMER & DANA S. KROMER

vs.

DEFENDANT: RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION & JIM MADDOX, INDIVIDUALLY,
AND JIM MADDOX T/D/B/A J&D SEAMLESS GUTTERS

Execution PERSONAL PROPERTY

SHERIFF RETURN

SHERIFF HAWKINS \$115.96

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2011


by Cynthia Butler - Aghol ceed
Chester A. Hawkins
Sheriff

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

RICHARD KROMER & DANA S. KROMER, Plaintiffs, v. RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION, Defendant, v. JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS, Additional Defendants.) NO. 06-978-CD)) Type of Pleading: WRIT OF EXECUTION)) Filed on Behalf of: PLAINTIFFS)) Counsel of Record: BENJAMIN S. BLAKLEY, III Supreme Court No. 26331)) LEANNE NEDZA Supreme Court No. 89383)) BLAKLEY & JONES 90 Beaver Drive, Box 6 DuBois, PA 15801 (814) 371-2730)
--	---

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

RICHARD KROMER & DANA S. KROMER,	)	NO. 06-978-CD
Plaintiffs,)	
v.)	
RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION,)	
Defendant,)	
v.)	
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS,)	
Additional Defendants.)	

NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights. If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

YOU SHOULD COME TO COURT READY TO EXPLAIN YOUR EXEMPTION. IF YOU DO NOT COME TO COURT AND PROVE YOUR EXEMPTION, YOU MAY LOSE SOME OF YOUR PROPERTY.

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.

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

RICHARD KROMER & DANA S.	)	NO. 06-978-CD
KROMER,)	
Plaintiffs,)	
v.)	
)	
RANDY MORRISON, T/D/B/A RANDY)	
MORRISON CONSTRUCTION,)	
)	
Defendant,)	
v.)	
)	
JIM MADDOX, individually, and JIM)	
MADDOX, t/d/b/a J & D SEAMLESS)	
GUTTERS,)	
Additional Defendants.)	

WRIT OF EXECUTION

**Commonwealth of Pennsylvania
County of Clearfield**

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against **RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION**, defendant,

1. you are directed to levy upon the property of the defendant and to sell the defendant's interest therein;
2. you are also directed to attach the property of the defendant not levied upon in the possession of NONE (Name of Garnishee) as garnishee, _____ (Specifically describe property) and to notify the garnishee that
 - a. an attachment has been issued;
 - b. except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;
 - c. the attachment shall not include any funds in an account of the defendant with a bank or other financial institution
 - i. in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or

ii. that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set aside pursuant to the defendant's general exemption provide din 42 Pa.C.S. § 8123.

3. if property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such other person that he or she has been added as a garnishee and is enjoined as above stated.

Amount due: \$ 18,900.00

Interest from 4/13/2007 to 4/15/10: \$ 3,610.20

Interests from 04/15/10 to Present \$ _____

Costs: \$ _____

Total: \$ _____

650.00 Prothonotary costs

William A. Shaw, Sr., Prothonotary

(Seal)

By

 9/23/10

Deputy

Received this writ this 23rd day
of September A.D. 2010
At 3:00 A.M. (P.M.)

Charles A. Hawley
Sheriff by Cynthia Butler-Aydeloup

**PERSONAL PROPERTY SALE
SCHEDULE OF DISTRIBUTION**

NAME RANDY MORRISON, T/D/B/A RANDY MORRISON CONST.

NO. 06-978-CD

NOW, August 02, 2011, by virtue of the Writ hereunto attached, after having given due and legal notice of time and place of sale by handbills posted on the premises setting forth the date, time and place of sale, I exposed the within described real estate of Randy Morrison, T/D/B/A Randy Morrison Construction & Jim Maddox, Individually, And Jim Maddox T/D/B/A J&D Seamless Gutters to public venue or outcry at which time and place I sold the same to STEVEN L. STEINVEISER he/she being the highest bidder, for the sum of \$10.00 and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	9.00
MILEAGE	9.00
LEVY	20.00
MILEAGE	19.00
POSTING	9.00
HANDBILLS	
COMMISSION	0.20
POSTAGE	1.76
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
ADD'L POSTING	
ADD'L MILEAGE	18.00
ADD'L LEVY	
BID/ SETTLEMENT AMOUNT	10.00
RETURNS/DEPUTIZE	
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$115.96

PLAINTIFF COSTS, DEBT AND INTEREST:

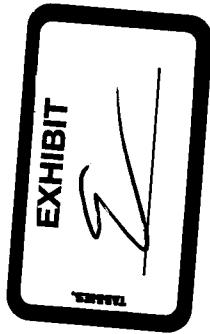
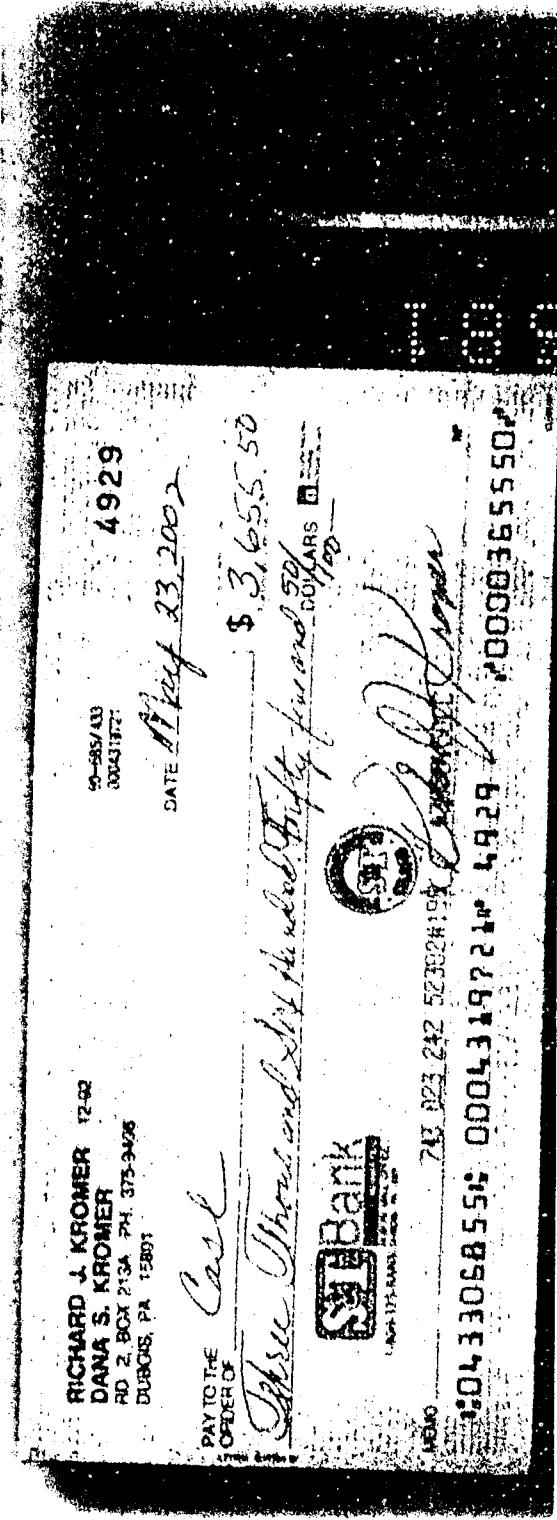
DEBT-AMOUNT DUE	18,900.00
INTEREST @ %	0.00
FROM TO 05/27/2011	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	3,610.20
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$22,646.16

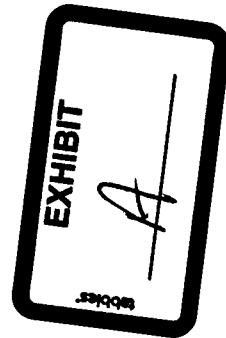
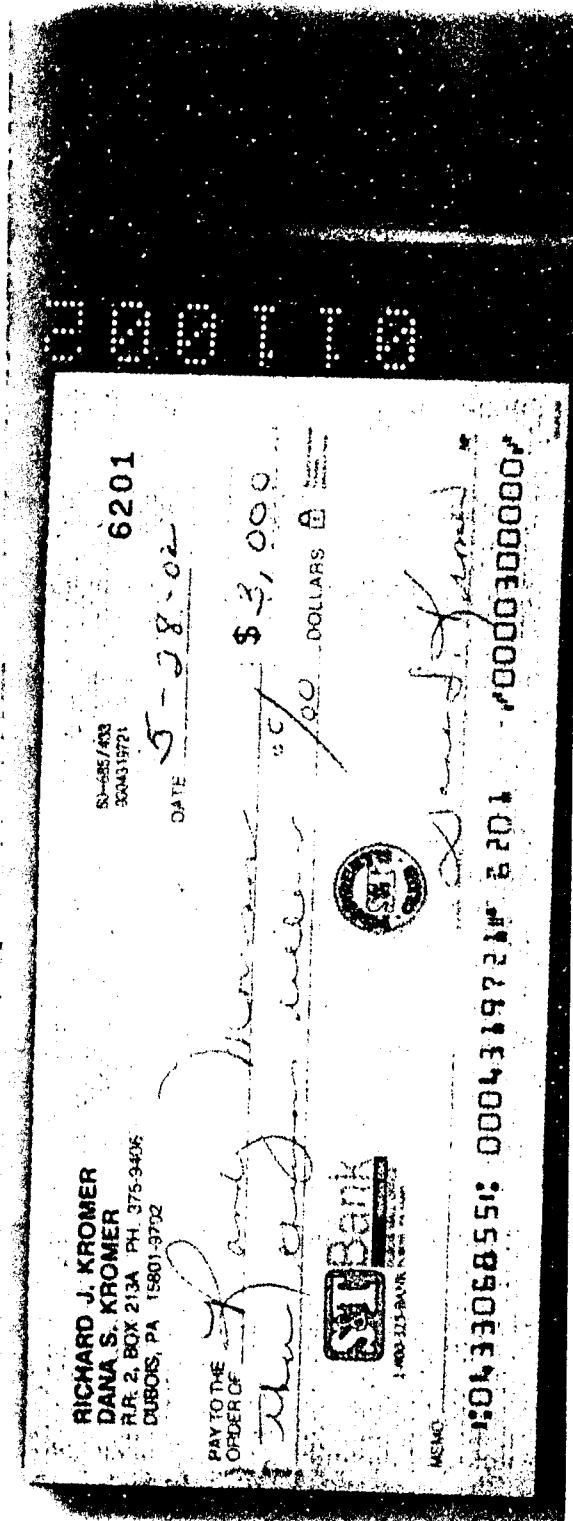
COSTS:

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
SHERIFF COSTS	115.96
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$115.96
TOTAL COSTS	\$22,646.16

COMMISSION 2% ON THE FIRST \$ 100,000 AND 1/2% ON ALL OVER THAT. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

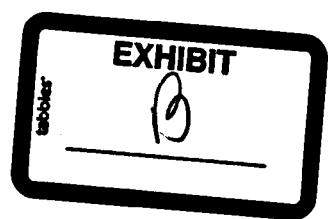
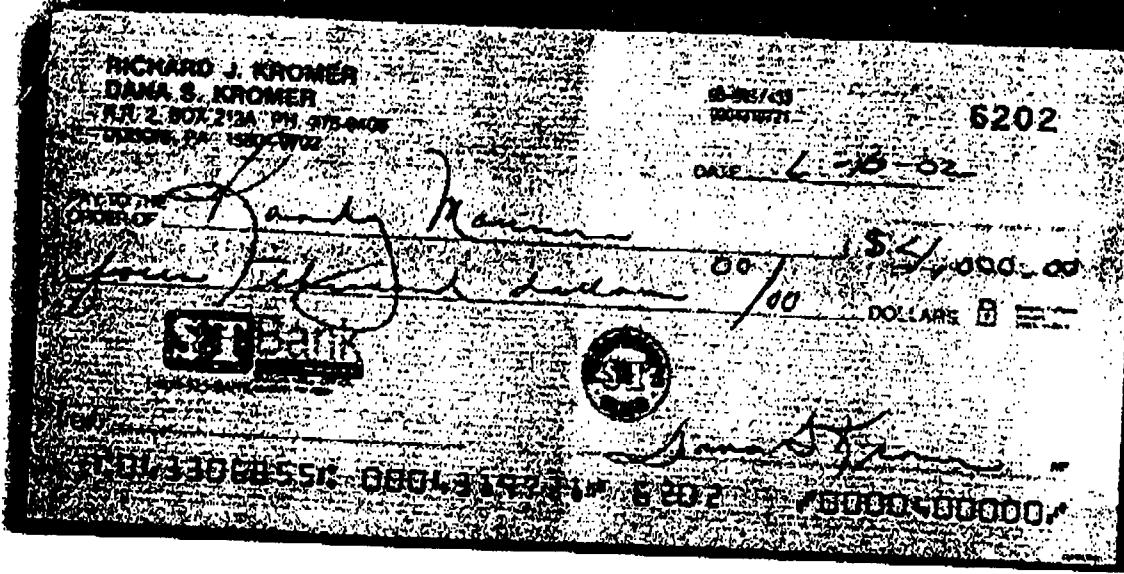
CHESTER A. HAWKINS, Sheriff





REGISTRATION CARD
FIRST COMMERCIAL BANK
INDIANA, PA (5724) 11-1650 26828532

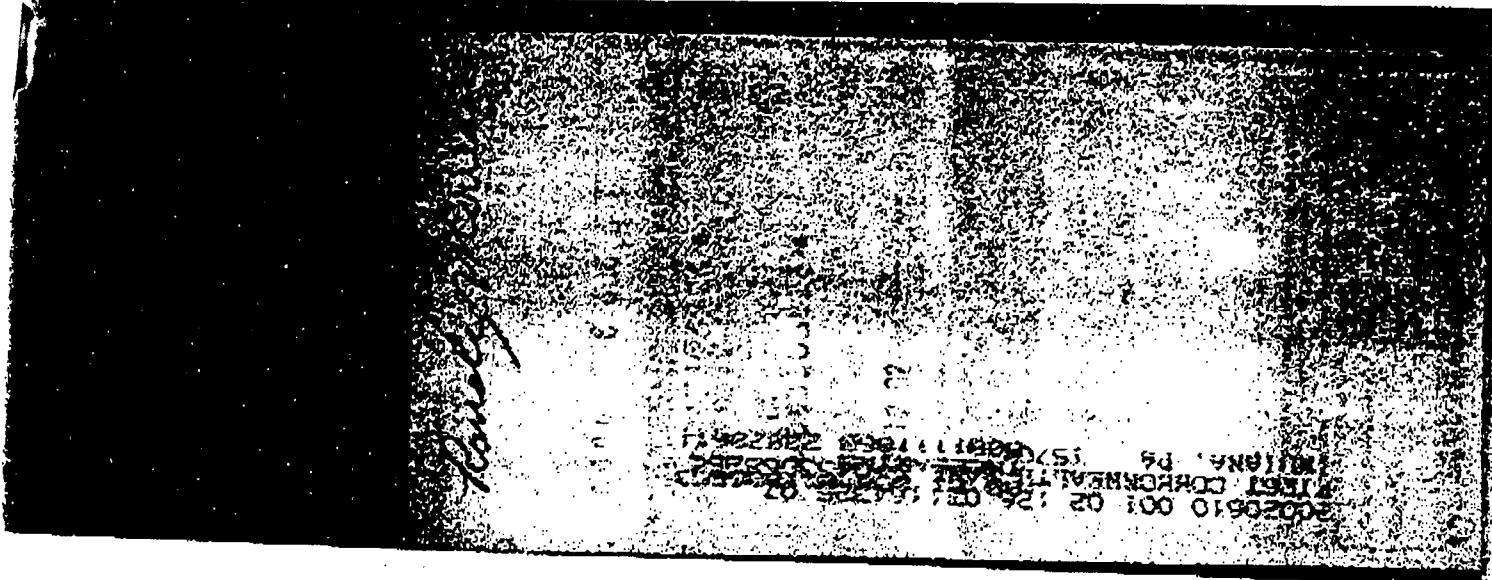
George W. H. Warren



RESEARCH

917244651468

05/25 '06 15:06 NO.981 03/06



Parrot

FRANCIS J. KROMER
DANA S. KROMER
P.O. Box 2134 PH 375-5403
DANBURY, CT 06810-0213

2024-07-27

5238

DATE 6/25/03

512-500 80

fallacious 8

Steak

三

1948-1950

00633068557 0006319721 5238 20200725 200

EXHIBIT

2

RESEARCH

917244651468

05/25 '06 15:07 NO.981 05/06

RICHARD J. KROMER
DANA S. KROMER
PINE 2, BOX 213A, PA. 15801-9702

6256

DATE 7-3-02

pay to the
order of RANDY MORRISON

\$1500.00

FIFTEEN HUNDRED DOLLARS + 00 NO CENTS DOLLARS

SB Bank



Randy Morrison

10431068551: 000135721M 6256 1000150000

EXHIBIT

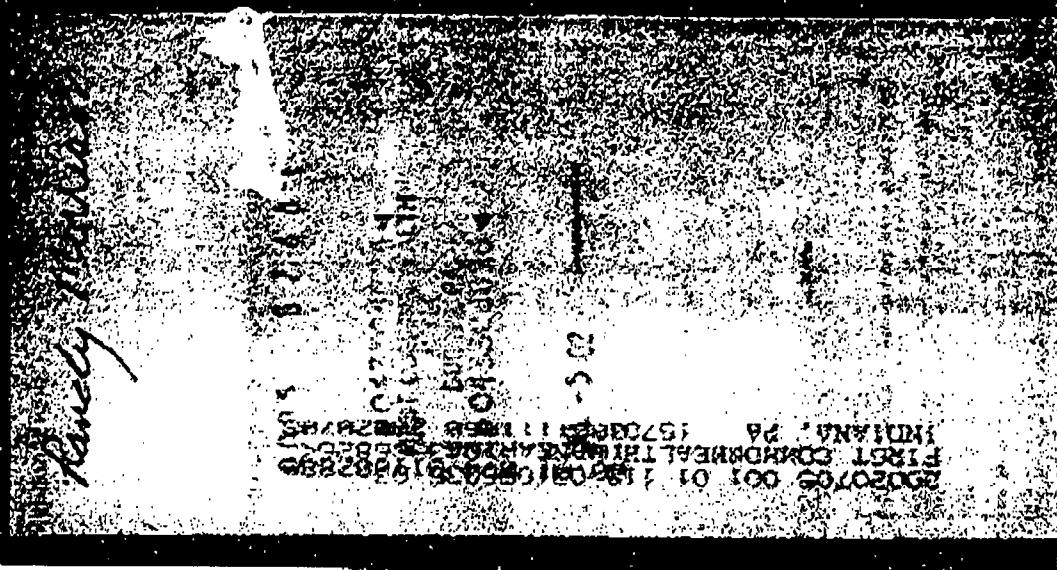
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RESEARCH

917244651468

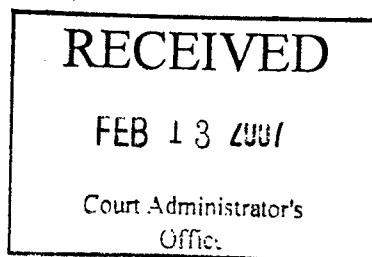
05/25 '06 15:07 NO.981 06/06



*certification
3/9*

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

RICHARD KROMER & DANA S.) NO. 06-978-CD
KROMER,)
Plaintiffs,) Type of Pleading:
v.) PLAINTIFFS' PRETRIAL
RANDY MORRISON, T/D/B/A RANDY) MEMORANDUM
MORRISON CONSTRUCTION,) Filed on Behalf of: PLAINTIFFS
Defendant,) Counsel of Record:
v.) BENJAMIN S. BLAKLEY, III
JIM MADDOX, individually, and JIM) Supreme Court No. 26331
MADDOX, t/d/b/a J & D SEAMLESS) BLAKLEY & JONES
GUTTERS,) 90 Beaver Drive, Box 6
Additional Defendants.) DuBois, PA 15801
) (814) 371-2730
)



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

RICHARD KROMER & DANA S. KROMER,) NO. 06-978-CD
Plaintiffs,)
v.)
RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION,)
Defendant,)
v.)
JIM MADDOX, individually, and JIM MADDOX, t/d/b/a J & D SEAMLESS GUTTERS,)
Additional Defendants.)

PLAINTIFFS' PRETRIAL MEMORANDUM

AND NOW comes the Plaintiffs, **RICHARD KROMER** and **DANA S. KROMER**, by and through their attorneys, **BLAKLEY & JONES**, and submits the following Pretrial Memorandum in the above-captioned matter:

1. FACTS OF THE CASE

Plaintiffs are the owners of a single family residence located at 201 Kromer Road, Sandy Township, Clearfield County, Pennsylvania. By oral contract entered into between the Plaintiffs and Defendant, Randy Morrison, t/d/b/a Randy Morrison Construction ("Morrison"), on or about May 23, 2002, the Defendant agreed to remove and to replace roofing shingles upon the Plaintiffs' residence, to install new siding and new window caps, to construct a roof over existing

decks located on the home and to replace the gutters and down spouts on the home, all for the sum of Eleven Thousand and no/100 (\$11,000.00) Dollars. Shortly thereafter, Defendant Morrison employed the services of a subcontractor, J & D Seamless Gutters ("J & D"), to install the gutters and down spouts. Shortly after the Plaintiffs and Morrison entered into their oral contract, the Defendant and the Additional Defendant subcontractor began work on the Plaintiffs' residence, with the Defendant Morrison completing its work approximately one week after commencing work at the premises and with Additional Defendant J & D completing its work in October of 2002.

Within sixty (60) days after Morrison's and J & D's completion of their work, and after the onset of cold freezing weather, the concrete floor located in the Plaintiffs' garage began to heave up and crack, causing cracks to develop in the floor and in the concrete foundation walls on the Plaintiffs' residence, resulting in the garage door being unable to close and further resulting in various damages to the Plaintiffs' residence due to the heaving and cracking. Further, the chimney attached to the Plaintiffs' real property also heaved as a result of the shifting of the earth beneath the premises due to freezing of water. Further, after Defendant Morrison's completion of the work on the premises, the Plaintiffs observed that the flashing on the roof was bent and that the gutters installed by the Additional Defendant J & D were angled improperly and were hung with exposed hangers, causing holes to be drilled in the new siding installed by Morrison and that the gutters as installed by Morrison and J & D were not tied into existing piping which would have allowed water to flow away from the property.

As a result of the improper installation of the gutters, water flowing from the gutters flowed onto the ground adjacent to the Plaintiffs' residence, causing the soil in these areas to become saturated with water and during cold weather causing the soil to freeze, thereby causing damage to the foundation walls and floor of the Plaintiffs' residence.

Further, the porch roofs installed by the Defendant were improperly constructed so as to cause the girders which were installed by the Defendant to become severely over stressed and to sag.

Lastly, the siding placed on the Plaintiffs' home by the Defendant was improperly installed, causing the siding to become uneven and causing the seams and joints to shift, thereby causing cosmetic damage to the Plaintiffs' property.

In spite of attempts by the Defendant to remedy the problems existing at the Plaintiffs' residence, the defects caused by the Defendant and the Additional Defendant remain.

Plaintiffs have paid to the Defendant the original contract price of \$11,000.00, along with additional billings of \$3,655.50, for total payments to Defendants of \$14,655.50.

The Plaintiffs have obtained an estimate from T & T Construction of Punxsutawney, Pennsylvania, for costs which would be incurred in remedying the defects on their property and repairing the damaged garage floor and foundation, with the estimate totaling \$18,900.00. Further, the Plaintiffs have received the opinion of Lee-Simpson Associates, Inc., consulting engineers, as to the damages caused by the Defendant's and Additional Defendant's work upon the subject real property.

2. LIST OF BILLS & INVOICES

- a. Estimate of T & T Construction;
- b. Plaintiffs reserve the right to introduce additional bills and invoices with advance notice to Defendant, Additional Defendants and the Arbitrators.

3. WITNESSES

- a. Richard Kromer;
- b. Dana S. Kromer;
- c. Todd Thompson, Owner T & T Construction;
- d. Edward S. Nasuti, P.E., Lee-Simpson Associates, Inc. (Expert opinion letter attached hereto);
- e. Plaintiffs reserve the right to call additional witness with advance notice to Defendant, Additional Defendants and Arbitrators.

4. ESTIMATED TIME FOR TRIAL

One-half day

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Plaintiffs' Pretrial Memorandum upon counsel for the Defendant on this 12th day of February, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Gregory M. Bazylak, Esquire
2 Sylvania Street
Brookville, PA 15825

Richard A. Bell, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P O Box 670
Clearfield PA 16830

Blaise Ferraraccio, Esquire
301 East Pine Street
Clearfield PA 16830

Mr. Jim Maddox
J&D Seamless Gutters
305 West Garfield Avenue
DuBois PA 15801

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

BLAKLEY & JONES
Benjamin S. Blakley, III
Attorney for Plaintiffs

T & T CONSTRUCTION ESTIMATE

3016 HARPER ROAD
PUNXSUTAWNEY, PA
15767
814-952-0703

Richard Kromer
R D 2 Box 213A
Dubois, Pa. 15801

ESTIMATE FOR REPARING OF DAMAGES TO HOUSE AND GARAGE

1. JACK UP PORCH ROOF AND REPLACE INFERIOR HEADERS
2. FINISH FRONT DECK AROUND POSTS
3. REMOVE BOTTOM 8 ROWS OF SHINGLES ON HOUSE AND GARAGE
4. REPLACE ICE GUARD AND DRIP EDGE
5. INSTALL NEW SHINGLES
6. REMOVE ALL GUTTERS AND DOWN SPOUTS
7. REPLACE FACIA
8. INSTALL NEW SEAMLESS GUTTERS AND DOWN SPOUTS
9. REMOVE ALL CONTENTS OF GARAGE
10. REMOVE SIDING FROM ABOVE BACK SIDE OF GARAGE ROOF
11. REMOVE RIGHT SIDE GARAGE DOOR
12. REMOVE AND DISPOSE OF OLD CONCRETE FLOOR
13. JACK UP AND SUPPORT TWO SIDES OF GARAGE
14. REMOVE AND DISPOSE OF TWO BLOCK WALLS
15. POUR 8 INCHES OF CONCRETE OVER EXISTING FOOTER
16. REPLACE TWO BLOCK WALLS
17. PRIME AND PAINT OUTSIDE OF NEW BLOCKS
18. POUR NEW CONCRETE FLOOR IN GARAGE
19. LOWER ROOF, REINSTALL GARAGE DOOR, AND BACK FILL
20. MOVE ALL CONTENTS OF GARAGE BACK INSIDE

TOTAL PRICE - \$18,900.00

**TODD THOMPSON
OWNER**

LEE—SIMPSON ASSOCIATES, INC., CONSULTING ENGINEERS

203 W. Weber Avenue
PHONE: 814-371-7750

P.O. Box 504

DuBois, PA 15801
FAX: 814-371-8864



April 27, 2006

Benjamin Blakley, Esquire
Blakley & Jones
90 Beaver Drive
DuBois, PA 15801

**Re: Richard Krommer Residence
Sabula, PA**

Dear Mr. Blakley:

At the request of Mr. Krommer we performed a visual inspection of his residence on April 8, 2006.

The purpose of the inspection was to observe damage to his residence and to determine the cause of the damage.

Present for the inspection were:

Richard Krommer, Owner
Todd Thompson, Contractor
Edward Nasuti, Lee-Simpson Associates, Inc.

Our inspection was limited to concerns Mr. Krommer related to us regarding improvements to the residence performed by Morrison Construction.

Mr. Krommer indicated the construction for the improvements were performed during 2002 and the damage was first evident in 2003.

The following items were reviewed:

- ❖ **Gutter Installation:** At two locations the gutters were installed with a negative slope away from the downspouts (see photos 6, 7, and 8). This has caused the water from the gutters to overflow onto the ground adjacent to the garage. This situation exists at the intersection of the house with the garage, both at the front and back walls of the garages.

Since there is no downspout or piping to take the excess water away from the house, the soils in these areas have become saturated. During cold weather the saturated soils have frozen causing damage to the masonry garage walls and to the timber retaining walls (see photo 5).

The timber retaining wall has been repaired. The masonry walls should be replaced or repaired.

To: **Benjamin Blakley, Esquire**
DuBois, PA

Re: **Richard Krommer Residence**
(continued)

- ❖ **Gutter Downspouts:** The new gutter downspouts were not connected to the original downspout discharge piping. The downspouts have been reconnected to the discharge piping by a series of elbows (see photos 1, 2, 3, and 4). Prior to the downspouts being reconnected to the discharge piping, the downspouts discharged directly onto the ground adjacent to the garage walls. The soils in these areas became saturated and during cold weather these soils froze causing damage to the masonry walls (see photos 1, 3 and 4). The damage is evident in the cracked masonry and in the cracking of the threshold to the garage. The masonry walls and the footing in front of the garage doors should be replaced or repaired.
- ❖ **Porch Roof Framing:** The porch roof framing consists of wooden trusses bearing on wooden girders at both sides of the porch. The girders are perpendicular to the front of the house. The girders consist of two 2 x 8s fastened on either side of the columns supporting the porch roof.

The girders have been severely overstressed and permanent deflection (sag) is evident (see photos 9 and 10). The girders should be replaced or reinforced. The design of the new girders should conform to the criteria specified in the International Residential Code for One and Two Family Dwellings.

Based on the field meeting at Mr. Krommer's house it is my understanding that Mr. Krommer will be obtaining estimates from his current contractor, Mr. Todd Thompson, to address the repair of the deficiencies addressed in our report.

The opinions stated in this report area the result of our field observations and the information supplied to us by Mr. Krommer and Mr. Thompson.

Please contact us if you have any questions or need additional information.

Very truly yours,

LEE-SIMPSON ASSOCIATES, INC.

Edward S. Nasuti, P.E.

ESN/jas
encl.

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

RICHARD KROMER & DANA S.
KROMER,

] NO. 06-978-CD

Plaintiffs,

] Type of Pleading:
**DEFENDANTS'
MEMORANDUM**

vs.

RANDY MORRISON, T/D/B/A RANDY
MORRISON CONSTRUCTION,

] Filed on Behalf of: **Defendant,
Randy Morrison, t/d/b/a Randy
Morrison Construction**

Defendant,

] Counsel of Record:
Gregory M. Bazylak, Esquire

vs.

JIM MADDOX, individually, and JIM
MADDOS, t/d/b/a J & D SEAMLESS
GUTTERS,

] Supreme Court No. 70367

Additional Defendants.

] Gregory M. Bazylak, Esquire
PRIBANIC & PRIBANIC
2 Sylvania Street
Brookville, PA 15825
(814) 849-1278

RECEIVED

FEB 20 2007

Court Administrator's
Office

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

RICHARD KROMER & DANA S. KROMER,	]	NO. 06-978-CD
]	
Plaintiffs,]	
]	
vs.]	
]	
RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION,]	
]	
Defendant,]	
vs.]	
]	
]	
JIM MADDOX, individually, and JIM MADDOS, t/d/b/a J & D SEAMLESS GUTTERS,]	
]	
Additional Defendants.]	

DEFENDANTS' PRETRIAL MEMORANDUM

AND NOW comes the Defendant, **RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION** by and through their attorney, **GREGORY M. BAZYLAK, ESQUIRE**, and submit the following Pretrial Memorandum in the above-captioned matter:

1. FACTS OF THE CASE

Plaintiffs, Richard Kromer and Dana Kromer, his wife are adult individuals residing at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania here in after Plaintiffs. Defendant, Randy Morrison t/d/b/a Randy Morrison Construction is an adult individual and sole proprietorship doing business at R.D. 2, DuBois, Clearfield County, Pennsylvania here in after Defendant. Additional Defendants, Jim Maddox, individually,

and Jim Maddox t/d/b/a J & D Seamless Gutters is an adult individual and sole proprietorship doing business at 305 West Garfield Avenue, DuBois, Clearfield County, Pennsylvania here in after Additional Defendants.

On or about May 23, 2002, Plaintiffs did contract with Defendant to perform certain construction work upon their residence located at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania. The work consisted of removal and replacement of roofing shingles, new siding, new caps for the windows of the residence, construction of roofs over existing decks at the dwelling and replacement of existing gutters and down spouts on the dwelling. Plaintiffs agreed to pay Eleven Thousand and nno/100 (\$11,000) Dollars for the above listed improvements. Shortly there after Defendant, Morrison, began to perform the work and completed said work approximately one week after commencement. At the time of the work and/or renovation Defendant, Morrison, subcontracted with Jim Maddox, individually, and Jim Maddox, t/d/b/a/ J & D Seamless Gutters, who was engaged in the business of gutter and down spout installation and removal. Additional Defendant, Maddox, was contracted to install the new gutters and down spouts on the portion of Plaintiffs home that was being renovated. Defendant, Morrison, completed his work approximately one week after commencement. Additional Defendant, Maddox, had not completed the installation of gutters and down spouts at the time Defendant Morrison, was finished with the job. At some later date Defendant Maddox installed gutters and down spouts on Plaintiffs' residence. Defendant Morrison contends that the said gutters and down spouts were improperly installed. The down spouts were not installed to drain any water away from the residence that descended from the roof. Therefore, any water descending from the Plaintiffs' roof went directly into the

soil adjacent to Plaintiffs' residence, saturated the soil, and subsequently caused damage to Plaintiffs' residence when the soil froze. Any and all Plaintiffs alleged damages are the result of Additional Defendant Maddox actions and not the result of Defendant Morrison's actions. Therefore, Defendant Morrison contends that any responsibility for damages to Plaintiffs' residence are the sole result and responsibility of Additional Defendant Jim Maddox, individually, and Jim Maddox, t/d/b/a J & D Seamless Gutters.

Wherefore, Defendant Morrison requests that judgment be entered against J & D Seamless Gutters and Jim Maddox individually.

2. LIST OF BILLS & INVOICES

- a. Any invoices that were procured by Defendant Morrison in purchasing items to be installed on Plaintiffs' residence.
- b. Defendant Morrison's contract with Jim Maddox, individually, and Jim Maddox, t/d/b/a J & D Seamless Gutters to install gutters and down spouts on Plaintiffs' residence.

3. WITNESSES

- a. Randy Morrison

4. ESTIMATED TIME FOR TRIAL

One-half day

CERTIFICATE OF SERVICE

I, **GREGORY M. BAZYLAK, ESQUIRE**, hereby certify that I have served a true and correct copy of Defendant's Pretrial Memorandum upon counsel for the Plaintiff on this 16 day of February, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

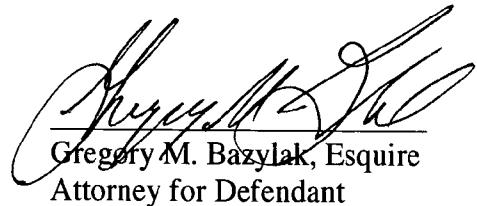
Benjamin S. Blakley, III
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Mr. Jim Maddox
J & D Seamless Gutters
305 West Garfield Avenue
DuBois, PA 15801

Richard A. Bell, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

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

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



Gregory M. Bazylak, Esquire
Attorney for Defendant

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

RICHARD KROMER & DANA S. KROMER,	]	NO. 06-978-CD
Plaintiffs,	]	Type of Pleading:
vs.	]	DEFENDANTS' PRETRIAL MEMORANDUM
RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION,	]	Filed on Behalf of: Defendant, Randy Morrison, t/d/b/a Randy Morrison Construction
Defendant,	]	Counsel of Record:
vs.	]	Gregory M. Bazylak, Esquire
JIM MADDOX, individually, and JIM MADDOS, t/d/b/a J & D SEAMLESS GUTTERS,	]	Supreme Court No. 70367
Additional Defendants.	]	Gregory M. Bazylak, Esquire PRIBANIC & PRIBANIC 2 Sylvania Street Brookville, PA 15825 (814) 849-1278

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

RICHARD KROMER & DANA S.] NO. 06-978-CD
KROMER,]
] Plaintiffs,]
] vs.]
] RANDY MORRISON, T/D/B/A RANDY]
MORRISON CONSTRUCTION,]
] Defendant,]
] vs.]
] JIM MADDOX, individually, and JIM]
MADDOS, t/d/b/a J & D SEAMLESS]
GUTTERS,]
] Additional Defendants.]

DEFENDANTS' PRETRIAL MEMORANDUM

AND NOW comes the Defendant, **RANDY MORRISON, T/D/B/A RANDY MORRISON CONSTRUCTION** by and through their attorney, **GREGORY M. BAZYLAK, ESQUIRE**, and submit the following Pretrial Memorandum in the above-captioned matter:

1. FACTS OF THE CASE

Plaintiffs, Richard Kromer and Dana Kromer, his wife are adult individuals residing at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania here in after Plaintiffs. Defendant, Randy Morrison t/d/b/a Randy Morrison Construction is an adult individual and sole proprietorship doing business at R.D. 2, DuBois, Clearfield County, Pennsylvania here in after Defendant. Additional Defendants, Jim Maddox, individually,

and Jim Maddox t/d/b/a J & D Seamless Gutters is an adult individual and sole proprietorship doing business at 305 West Garfield Avenue, DuBois, Clearfield County, Pennsylvania here in after Additional Defendants.

On or about May 23, 2002, Plaintiffs did contract with Defendant to perform certain construction work upon their residence located at 201 Kromer Road, DuBois, Clearfield County, Pennsylvania. The work consisted of removal and replacement of roofing shingles, new siding, new caps for the windows of the residence, construction of roofs over existing decks at the dwelling and replacement of existing gutters and down spouts on the dwelling. Plaintiffs agreed to pay Eleven Thousand and nno/100 (\$11,000) Dollars for the above listed improvements. Shortly there after Defendant, Morrison, began to perform the work and completed said work approximately one week after commencement. At the time of the work and/or renovation Defendant, Morrison, subcontracted with Jim Maddox, individually, and Jim Maddox, t/d/b/a/ J & D Seamless Gutters, who was engaged in the business of gutter and down spout installation and removal. Additional Defendant, Maddox, was contracted to install the new gutters and down spouts on the portion of Plaintiffs home that was being renovated. Defendant, Morrison, completed his work approximately one week after commencement. Additional Defendant, Maddox, had not completed the installation of gutters and down spouts at the time Defendant Morrison, was finished with the job. At some later date Defendant Maddox installed gutters and down spouts on Plaintiffs' residence. Defendant Morrison contends that the said gutters and down spouts were improperly installed. The down spouts were not installed to drain any water away from the residence that descended from the roof. Therefore, any water descending from the Plaintiffs' roof went directly into the

soil adjacent to Plaintiffs' residence, saturated the soil, and subsequently caused damage to Plaintiffs' residence when the soil froze. Any and all Plaintiffs alleged damages are the result of Additional Defendant Maddox actions and not the result of Defendant Morrison's actions. Therefore, Defendant Morrison contends that any responsibility for damages to Plaintiffs' residence are the sole result and responsibility of Additional Defendant Jim Maddox, individually, and Jim Maddox, t/d/b/a J & D Seamless Gutters.

Wherefore, Defendant Morrison requests that judgment be entered against J & D Seamless Gutters and Jim Maddox individually.

2. LIST OF BILLS & INVOICES

- a. Any invoices that were procured by Defendant Morrison in purchasing items to be installed on Plaintiffs' residence.
- b. Defendant Morrison's contract with Jim Maddox, individually, and Jim Maddox, t/d/b/a J & D Seamless Gutters to install gutters and down spouts on Plaintiffs' residence.

3. WITNESSES

- a. Randy Morrison

4. ESTIMATED TIME FOR TRIAL

One-half day

CERTIFICATE OF SERVICE

I, GREGORY M. BAZYLAK, ESQUIRE, hereby certify that I have served a true and correct copy of Defendant's Pretrial Memorandum upon counsel for the Plaintiff on this 16 day of February, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Benjamin S. Blakley, III
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Mr. Jim Maddox
J & D Seamless Gutters
305 West Garfield Avenue
DuBois, PA 15801

Richard A. Bell, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

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

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


Gregory M. Bazylak, Esquire
Attorney for Defendant