

06-1152-CD
Jason Tullo et al vs Ken Lees et al

2006-1152-CD
Jason Tullo et al vs Ken Lees et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-Equity

*

Jason and Frances J. Tullo,
Plaintiff

*
* NO.: 2000-1152 CD

*

vs.

Ken and Amy Lees,
Defendant

* Type of Case: Equity

*

* Type of Pleading: Petition for
* Preliminary Injunction

*

* Filed on Behalf of: Jason and Frances
* Tullo

* Counsel of Record for this Party:

* Robin Jean Foor, Esquire

*

* Supreme Court No.: 41520

*

* MidPenn Legal Services

* 211 East Locust Street

* Clearfield, PA 16830

* (814)765-9646

FILED 4cc Atty, Foor
9/21/00 cm
JUL 19 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Jason and Frances J. Tullo,	:
Plaintiffs	:
	:
vs.	: NO.
	:
Ken and Amy Lees.	:
Defendants	:

PETITION FOR PRELIMINARY INJUNCTION WITHOUT

PRIOR WRITTEN NOTICE AND HEARING

Plaintiffs, Jason and Frances J. Tullo, by and through her attorneys, Robin Jean Foor, Esquire and MidPenn Legal Services allege as follows:

1. Plaintiffs have filed a verified complaint in equity.
2. Plaintiffs are residing in an apartment without water service, creating an unsanitary situation.
3. Defendants have a duty to maintain their rental property in a habitable state.
4. Plaintiffs are of limited income and can not easily afford to relocate or stay in a hotel.
5. The current conditions create a risk to the health and safety to plaintiffs and their child.
6. The plaintiffs do not have adequate remedy at law to restore the premises to a habitable condition.
7. The plaintiffs are being irreparably harmed by the failure of the defendants to restore the water service.
8. The defendants have an adequate remedy at law to seek the rent and any other payment due and to evict the plaintiffs.

WHEREFORE, Plaintiffs request, pursuant to Pa. R.C.P. 1531(a), that a preliminary injunction by forthwith be granted by this Court, prior to notice and hearing in order to restore the status quo until such time as this Court finally determines the rights of each party by:

- a. Requiring the defendants to restore the water service to the apartment; and
- b. Scheduling and holding a timely hearing pursuant to Pa.R.C.P. 1531(d), pertaining to the continuance of such preliminary injunction.



Robin Jean Foor, Esquire ID #41520
MidPenn Legal Services, Inc.
211 East Locust Street
Clearfield, PA 16830
(814)765-9646

VERIFICATION

I, Frances J. Tullo, verify that the statements in the foregoing Petition for Preliminary Injunctive Relief are true and correct. I understand that false statements that are made herein are made subject to penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

7/19/06
Date


Frances J. Tullo

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Jason and Frances J. Tullo,
Plaintiffs

vs.

NO. 2006-1152-CD

Ken and Amy Lees,
Defendants

ORDER

AND NOW, this 19th day of July 2006, upon
consideration of the plaintiffs' verified complaint in equity, and plaintiffs' petition for
preliminary injunction and the statement of plaintiffs' counsel regarding notice to the
defendants, and it appearing to the Court that immediate irreparable harm will be done to
the plaintiffs before a hearing can be held on the plaintiffs' motion for preliminary
injunction, it is ORDERED that defendants immediately restore water service to the
apartment, that the Sheriff of Clearfield County will serve and enforce this order and it is
further ORDERED that pursuant to Pa.R.C.P. 1531(d) a hearing pertaining to the
continuance of this preliminary injunction be held on the 21st day of
July, 2006 at 2:00 o'clock 9 a.m. in Courtroom # 1 Clearfield
County Courthouse, Clearfield, PA.

By the Court:

Judge

FILED

9/2/06 cm
JUL 19 2006

4CC ATTY FOR

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101731
NO: 06-1152-CD
SERVICE # 1 OF 2
PETITION/PRELIMINARY INJUNCTION, ORDER &

COMPLAINT

PLAINTIFF: JASON AND FRANCES J. TULLO

VS.

DEFENDANT: KEN AND AMY LEES

SHERIFF RETURN

NOW, July 20, 2006 AT 1:12 PM SERVED THE WITHIN PETITION/PRELIMINARY INJUNCTION, ORDER & COMPLAINT ON KEN LEES DEFENDANT AT c/o ALLEGHENY CANDLES, 301 SOUTH BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMY LEES, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION/PRELIMINARY INJUNCTION, ORDER & COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
92:30 AM
JUL 21 2006


William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101731
NO: 06-1152-CD
SERVICE # 2 OF 2
PETITION/PRELIMINARY INJUNCTION, ORDER &

COMPLAINT

PLAINTIFF: JASON AND FRANCES J. TULLO
vs.
DEFENDANT: KEN AND AMY LEES

SHERIFF RETURN

NOW, July 20, 2006 AT 1:12 PM SERVED THE WITHIN PETITION/PRELIMINARY INJUNCTION, ORDER & COMPLAINT ON AMY LEES DEFENDANT AT c/o ALLEGHENY CANDLES, 301 SOUTH BRADY ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO AMY LEES, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL PETITION/PRELIMINARY INJUNCTION, ORDER & COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101731
NO: 06-1152-CD
SERVICES 2
PETITION/PRELIMINARY INJUNCTION, ORDER &

COMPLAINT

PLAINTIFF: JASON AND FRANCES J. TULLO

vs.

DEFENDANT: KEN AND AMY LEES

SHERIFF RETURN

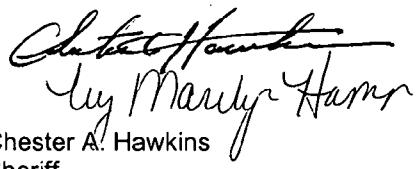
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SHERIFF HAWKINS	(I.F.P.)		41.30

Sworn to Before Me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-Equity

Jason and Frances J. Tullo,
Plaintiff

vs.

Ken and Amy Lees,
Defendant

*
* NO.: 2006-1152-C0

* Type of Case: Equity

* Type of Pleading: Petition to Proceed
* In Forma Pauperis

* Filed on Behalf of: Jason and Frances
* Tullo

* Counsel of Record for this Party:
* Robin Jean Foor, Esquire

* Supreme Court No.: 41520

* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

FILED
O/12:00pm
JUL 19 2006
WCC Atty Foor
S

William A. Shaw
Prothonotary

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

Jason and Frances J. Tullo,
Plaintiff : No. :
.

v.

Ken and Amy Lees,
Defendant

PRAECIPE TO PROCEED IN FORMA PAUPERIS

TO THE PROTHONOTARY:

Kindly allow plaintiffs, Jason and Frances J. Tullo, to proceed in forma pauperis and waive the filing fees.

I, Robin Jean Foor, attorney for the party proceeding in forma pauperis, certify that I believe the party is unable to pay the costs and that I am providing free legal service to the party. The party's affidavit showing inability to pay the costs of litigation is attached hereto.

MIDPENN LEGAL SERVICES,

By: 
Robin Jean Foor
Attorney for Frances J. Tullo
211 East Locust Street
Clearfield, PA 16830
(814) 765-9646

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

Jason and Frances J. Tullo,	: NO.
Plaintiff	:
	:
	:
v.	:
	:
Ken and Amy Lees,	:
Defendant	:

PETITION TO PROCEED IN FORMA PAUPERIS

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of Frances J. Tullo respectfully represents:

1. I am the plaintiff in the above matter and because of my financial condition am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
2. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of litigation.
3. I represent that the information below relating to my ability to pay the fees and costs is true and correct:

(a) Name: Frances J. Tullo

Address: 10 Olive Avenue, Apt. 10, DuBois, PA 15801

(b) Employment--If you are presently employed, state

Employer:

Address:

Salary or wages per month:

Type of work:

--If you are presently unemployed, state

Date of last employment: 06-18-06

Salary or wages per month: \$700

Type of work: Waitress

(c) Other income within the past twelve months

Business or profession: \$400-worked at Quiznos for less than a month last year

Other self-employment: None

Interest: None

Dividends: None

Pension and annuities: None

Social security benefits: None

Support payments: None

Disability payments: None

Unemployment compensation and supplemental benefits: None

Workman's compensation: None

Public assistance: \$146/month

Other: \$399 Foodstamps

(d) Other contributions to household support(please circle)

Name of Spouse, Boyfriend/girlfriend, or Roommate/housemate: Jason Tullo

If employed, state

Employer: None

Salary or wages per month:

Type of work:

Contributions from children: None

Contributions from parents, family members or
any other individuals: None

(e) Property owned

Cash: None

Checking account: \$20

Savings account: None

Certificates of deposit: None

Real estate (including home): None

Motor vehicle: Model, Make/Year: 1994 Ford Tempo

Cost: \$450; Amount owed: \$0

Stocks; bonds: None

Other: None

(f) Debts and obligations

Utilities: \$30 water and sewer

\$ 50 electricity

\$ 75-100 gas

\$ 10 phone

Groceries \$ 399

Rent/Mortgage \$ 350

Loans: \$105 First Commonwealth Bank

Auto expense:

Child care:

Miscellaneous:

(g) Persons dependent upon you for support

Spouse's Name: Jason Tullo

Children, if any (names/ages): Nina Tullo (17 months)

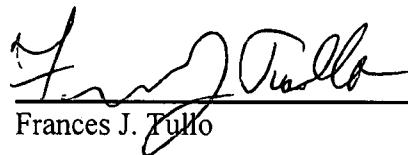
Other persons: Name: None

Relationship: N/A

4. I understand that I have a continuing obligation to inform the court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.

5. I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. '4904, relating to unsworn falsification to authorities.

Date: 7/19/06



Frances J. Tullo

FILED

JUL 19 2008

William A. Shaw
Prothonotary

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

Jason and Frances J. Tullo,
Plaintiff

No. 2006-1152-CJ

v.

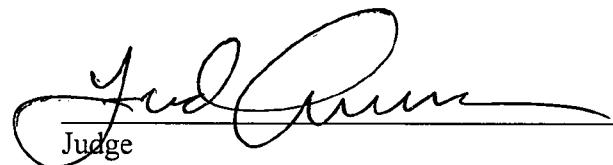
Ken and Amy Lees,
Defendant

ORDER

AND NOW, this 19th day of July, 2006, upon consideration
of the foregoing Affidavit in support of Petition to Proceed In Forma Pauperis, it is the ORDER
of this Court that said Petition is GRANTED/ ~~DENIED~~ FSA

If the Petition is GRANTED, Filing and service fees are hereby WAIVED.

By the Court



Judge

FILED *cc Atty for*
010:00am
JUL 19 2006 

William A. Shaw
Prothonotary

FILED

JUL 19 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA-Equity

Jason and Frances J. Tullo,
Plaintiff

vs.

Ken and Amy Lees,
Defendant

*
* NO.: 2006-1152-CD

*
* Type of Case: Equity

*
* Type of Pleading: Complaint

*
* Filed on Behalf of: Jason and Frances
Tullo

*
* Counsel of Record for this Party:
* Robin Jean Foor, Esquire

*
* Supreme Court No.: 41520

*
* MidPenn Legal Services
* 211 East Locust Street
* Clearfield, PA 16830
* (814)765-9646

FILED
9/2/06
JUL 19 2006
AM
4CC Foor
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Jason and Frances J. Tullo,	:
Plaintiffs	:
vs.	: NO.
Ken and Amy Lees.	:
Defendants	:

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense 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 by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

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

Court Administrator's Office
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814)765-2641

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
EQUITY

Jason and Frances J, Tullo, :
Plaintiff :
:
vs. : NO.
:
Ken and Amy Lees, :
Defendants :
:

COMPLAINT

Plaintiffs, Jason and Frances J. Tullo, by and through their attorneys, Robin Jean Foor, Esquire and MidPenn Legal Services, alleges as follows:

1. Plaintiffs, Jason and Frances J. Tullo, are adult individuals, residing at 10 Olive Avenue, Apt. 1, DuBois, PA 15801.
2. Defendants, Ken and Amy Lees, husband and wife, are adult individuals doing business at 301 South Brady Street, DuBois, PA 15801.
3. Defendants are the owners of the building at 10 Olive Avenue, DuBois, PA.
4. Plaintiffs rent one of the apartments in the building.
5. Plaintiffs have rented the apartment since August, 2005 under a written lease.
6. The rent is three hundred and fifty dollars (\$350) a month.
7. Plaintiffs also pay the water and sewer bill to the defendants.
8. Plaintiffs pre-pay thirty dollars (\$30) a month on the water and sewer bill.

When the actual bill is known the plaintiffs and defendants reconcile any difference between what was pre-paid and what is actually owed.

9. Plaintiff, Frances Tullo, recently lost her job and is in the process of obtaining public benefits.

10. Plaintiffs have not been able to pay the rent or water/sewer payment for the month of July.

11. On or about July 10, plaintiff, Frances Tullo, spoke with Amy Lees and explained her situation. She offered Ms. Lees a check and requested that she hold the check until Friday, July 14, 2006.

12. Ms. Lees promptly took the check to the bank and tried to cash it.

13. Ms. Lees then delivered an eviction notice requesting plaintiff to vacate by July 31, 2006. A copy is attached.

14. On July 10, 2006, Ms. Lees caused the water to the plaintiffs' apartment to be shut off.

15. Plaintiffs did not have water service to the apartment since July 10, 2006 until July 17, 2006. On that date the water service was restored for a period of time. It was shut off again by the end of the day and has not been restored as of date of the signing of this complaint.

16. Plaintiffs' counsel contacted Ms. Lees on July 13, 2006 and requested that the water service be restored or plaintiff would file an action seeking an injunction on July 17, 2006.

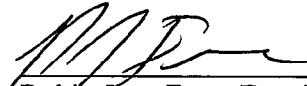
17. Plaintiffs' counsel mailed a letter to the defendants indicating that plaintiff would seek an injunction on July 17, 2006 by US Express Mail. A copy is attached.

18. Plaintiffs have suffered damages and continues to suffer damages as the result of the water being shut off.

WHEREFORE, plaintiff requests that

a. Defendants be required to restore the water to the apartment; and

c. Judgment be entered against the defendants for the damages to the plaintiffs due to the water being shut off.



Robin Jean Foor, Esquire ID #41520
MidPenn Legal Services, Inc.
211 East Locust Street
Clearfield, PA 16830

EXHIBIT A

Allegheny Candles
301 South Brady Street
Du Bois, PA 15801
Ken & Amy Lees
814-375-4160
July 10, 2006

Frances & Jason Tullo
10 Olive Ave Apt 1
Du Bois, PA 15801

Dear Fran & Jason,

As you know, your July check for rent and water was no good..I must have the \$380 in cash no later than Wednesday at noon. If I do not have the money by that time, I will be filing with the magistrates office for a bad check. I don't want to do this as I know it will result in fines plus an additional \$30 to cover my cost on bank fees.

I remind you that you must be out of your apartment on July 31st. Please be certain to have vacated the property and have all of your belongings out of the apartment by July 31st. Further, please be sure that the property is surrendered clean and in the same condition as when your occupancy commenced. All keys must be surrendered by July 31st. Please be advised that you remain fully responsible for rent and water through the termination date. You are not permitted to apply unresolved security deposit toward rental payments. If you are not out by that date, I will begin legal action for eviction. If it comes to that, you will not only be responsible for outstanding rent and water, but any fees incurred resulting in this action.

Again, I don't want to take this action, but your financial predicament is affecting my own situation. I am trying to work it out so that you will not be hit with and additional fines or fees.

If you have any questions, please let me know.

Thank you!

Best Regards,

Ken & Amy Lees

EXHIBIT B

July 14, 2006

Ken and Amy Lees
c/o Allegheny Candles
301 S. Brady Street
DuBois, PA 15801

Dear Mr. and Ms. Lees:

This letter is to confirm our conversation of July 13, 2006. I represent Frances Tullo. I understand that she is behind on her rent for July. I also understand that you have shut off the water.

As I explained to you, while you certainly can start eviction proceedings against Ms. Tullo turning off the water is a self-help eviction. In Pennsylvania we have the landlord/tenant law that provides the only means for evicting residential tenants. If you have not restored the water service to Ms. Tullo by Monday morning, July 17, 2006, I will advise Ms. Tullo to file a petition seeking an injunction from the Court of Common Pleas for you to restore that service.

I would urge you to discuss this matter with an attorney of your choice.

Very truly yours,

MIDPENN LEGAL SERVICES
By

Robin Jean Foor
Attorney at Law

RJF: djo



ORIGIN (POSTAL SERVICE USE ONLY)		
PO ZIP Code 16830	Day of Delivery 15	Postage \$ 1440
Date Accepted 07-14-26	Scheduled Date of Delivery 07 15	Return Receipt Fee \$
Mo. Day Mo. Day	Month Day Month Day	
Time Accepted 1421	Scheduled Time of Delivery Noon	COD Fee \$
Flat Rate <input type="checkbox"/> or Weight 2 lbs.	Military 2nd Day	Insurance Fee \$
	Int'l Alpha Country Code C	Total Postage & Fees \$ 1440
		Acceptance Emp. Initials C

FROM: (PLEASE PRINT) PHONE (**1**)
MidPenn Legal Services
211 E. Locust Street
Clearfield, PA 16830

FOR PICKUP OR TRACKING

Visit www.usps.com

Call 1-800-222-1811



Customer Copy
Label 11-B, March 200-

Post Office To Addressee

DELIVERY (POSTAL USE ONLY)

Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Attempt	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	
Delivery Date	Time	<input type="checkbox"/> AM	Employee Signature
Mo. Day		<input type="checkbox"/> PM	

CUSTOMER USE ONLY

PAYMENT BY ACCOUNT
Express Mail Corporate Acct. No. WAIVER OF SIGNATURE (Domestic Mail Only)
Additional merchandise insurance is void if customer requests waiver of signature.
I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

Federal Agency Acct. No. or
Postal Service Acct. No. NO DELIVERY
 Weekend Holiday Mailer Signature

TO: (PLEASE PRINT) PHONE (**1**)
Ken and Amy Lees
C/o Allegheny Candles
301 S. Brady Street
DuBois, PA

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

1 5 8 0 1 +

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

VERIFICATION

I, Frances J. Tullo, verify that the statements in the foregoing Complaint are true and correct. I understand that false statements that are made herein are made subject to penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

7/19/06

Date


Frances J. Tullo

FILED

3cc A/H

LA

0/2:30pm

Fax
(will serve)

©

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

JUL 21 2006

CIVIL DIVISION

JASON and FRANCES J. TULLO :

William A. Shaw
Prothonotary

-vs- : No. 06-1152-CD

KEN and AMY LEES :

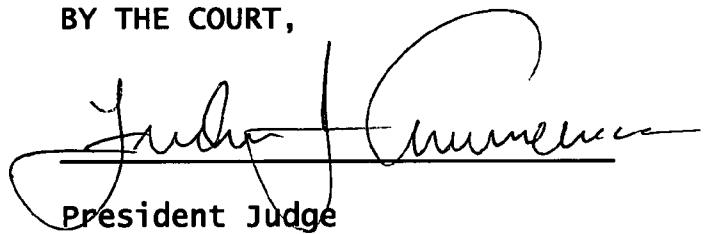
O R D E R

NOW, this 21st day of July, 2006, this being the day and date scheduled for hearing on Plaintiffs' request for preliminary injunction, and upon the agreement of the parties, it is ORDERED as follows:

1. The Plaintiffs shall pay the Defendants Thirty (\$30.00) Dollars on this date;
2. The Plaintiffs shall pay the Defendants Thirty (\$30.00) Dollars on or about August 1, 2006;
3. when the Plaintiffs have vacated the premises, there shall be a final meter reading and the parties shall reconcile the payments with the amount due at that time;
4. The Defendants shall take no action to terminate the water service to Plaintiffs' apartment or otherwise take actions to self-help evict them;
5. When the Plaintiffs have vacated the premises and there have been no further actions to terminate their water or self-help evict, the Plaintiffs

will withdraw their complaint for damages in this matter.

BY THE COURT,


President Judge

FILED

JUL 21 2008

William A. Shaw
Prothonotary