

06-1281-CD

Harold Webster et al vs Larry Whiteman et al

2006-1281-CD  
Harold Webster et al vs Larry Whiteman et al

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

HAROLD J. WEBSTER and MARIANNE A.  
WEBSTER,

Plaintiffs

vs.

LARRY WHITEMAN, individually, and  
t/d/b/a C L ENTERPRISES, CONNIE  
WHITEMAN, individually, and t/d/b/a  
C L ENTERPRISES, and C L  
ENTERPRISES,

Defendants

NO. 2006-1281-CD

Type of Case: Contract

Type of Pleading: Complaint

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980

FILED

AUG 11 2006

018:40/m

William A. Shaw  
Prothonotary/Clerk of Courts

3 cent - 7-1477

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

HAROLD J. WEBSTER and MARIANNE E. :  
WEBSTER, :  
Plaintiffs :  
vs. :  
LARRY WHITEMAN, individually, and :  
t/d/b/a C L ENTERPRISES, CONNIE :  
WHITEMAN, individually, and t/d/b/a :  
C L ENTERPRISES, and C L ENTERPRISES, :  
Defendants :  
NO.

NOTICE

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER 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  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

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

HAROLD J. WEBSTER and MARIANNE A. :  
WEBSTER, :  
Plaintiffs :  
vs. :  
NO. \_\_\_\_\_ C.D.  
LARRY WHITEMAN, individually, and :  
t/d/b/a C L ENTERPRISES, CONNIE :  
WHITEMAN, individually, and t/d/b/a :  
C L ENTERPRISES, and C L :  
ENTERPRISES, :  
Defendants :  
:

**COMPLAINT**

AND NOW, come the Plaintiffs, HAROLD J. WEBSTER and MARIANNE A. WEBSTER, through their Attorney, David P. King, and for their cause of action respectfully represents as follows:

1. The Plaintiffs are HAROLD J. WEBSTER and MARIANNE A. WEBSTER, and they reside at 211 East Logan Avenue, DuBois, PA 15801.

2. The Defendant, LARRY WHITEMAN, individually, and t/d/b/a C L ENTERPRISES, resides at or has his principal place of business at 10541 Miola Road, Leeper, PA 16233.

3. The Defendant, CONNIE WHITEMAN, individually, and t/d/b/a C L ENTERPRISES, resides at and/or does business at 10541 Miola Road, Leeper, PA 16233.

4. The Defendant, C L ENTERPRISES, has its principal place of business at 10541 Miola Road, Leeper, PA 16233.

5. At all times relevant hereto, the Plaintiffs were the owners of certain residential property as situated at 211 East Logan Avenue in the City of DuBois, Clearfield County, PA.

6. On or about April 15, 2004, the Plaintiff and the Defendants entered into an Agreement whereby under certain terms, conditions and specifications, the Defendant was to perform certain work on the home of the Plaintiffs, and also to build a new garage, such Contract outlining the work to be performed and the agreement of the parties attached hereto and marked as Exhibit "A".

7. Further, by mutual agreement, as outlined in "Contractor's Invoice" attached hereto and marked as Exhibit "B", it was also mutually agreed for extra work to be performed at an additional amount of \$4,306.50.

8. The total thus agreed upon to be paid by the Plaintiffs to the Defendant was \$39,948.50.

9. Towards this amount, the Plaintiffs paid to the Defendant to date a total sum of \$37,486.20.

10. Despite this, for reasons unknown to the Plaintiffs, the Defendants prematurely stopped working on the job, and failed to perform the agreed upon work as outlined in the Contract and "Contractor's Invoice". This, despite the fact that the Plaintiffs had paid substantially all of the contract price to the Defendants.

11. There remained much significant work and materials yet to be supplied by the Defendants. Despite promises to do so, the Defendants have failed, refused and neglected to complete the contractual obligations.

12. The Plaintiffs informed the Defendant, LARRY WHITEMAN/C L ENTERPRISES, by letter dated March 16, 2005, that they must show good faith, and resume their work, and complete the job within a reasonable amount of time. A copy of this notification is attached hereto and marked as Exhibit "C".

13. Despite such promises by the Defendants, and the urgings and requests of the Plaintiffs, the Defendants never resumed their work and of course never completed their obligations under the Contract and understandings that they had with the Plaintiffs.

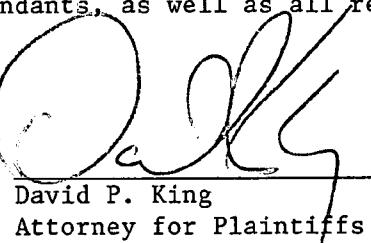
14. Thereafter, the Plaintiffs discerned that the Defendants had never secured the necessary permits, which also would require design work, to properly complete the job.

15. Because of the Defendants' refusal to respond and act in good faith in anyway, the Plaintiffs were forced to obtain the services of Lee-Simpson Associates to do the necessary design work to obtain such permits at a cost of \$2,933.72.

16. Additionally, Plaintiffs obtained the services of Ogershok Construction of Brockway, PA, to complete all of the work that the Defendants failed, refused and neglected to perform and complete at a cost of \$36,220.00, this evidenced by the "Job Invoice" attached hereto and marked as Exhibit "D", Pages 1 and 2. Thus, the total cost for the same work to be performed by Ogershok Construction was and is in the amount of \$36,220.00.

17. Therefore, regarding the design services of Lee-Simpson Associates, Inc. and Ogershok Construction services, the Plaintiffs have or will be required to pay and will be or are out of pocket an additional \$39,153.72.

THEREFORE, Plaintiffs demand judgment against the Defendants in such amount of \$39,153.72, together with applicable interest thereon, and applicable interest on the monies that the Plaintiffs paid to the Defendants, as well as all record costs, and they will so ever pray.



David P. King  
Attorney for Plaintiffs

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

Date: August 4, 2006

Harold J. Webster  
Harold J. Webster  
Plaintiff

Marianne A. Webster  
Marianne A. Webster  
Plaintiff

STORY Between 5/15/1 & 5/30 -  
Since Start other than Night Stay  
QUALITY INSTALLATIONS FOR AMERICAN MANUFACTURER'S SERVING PRINCIPAL CITIES IN THE WEST



TOLL FREE 1 888-432-6143

152-2903

Local Representative Pat Spatt

CASH MEMORANDUM AGREEMENT

LICENSED & INSURED

Date April 15-04

I/we the owner(s) of the premises mentioned below, hereby contract with and authorize you as contractor, to furnish all necessary materials, labor and workmanship, to install, construct and place the improvements according to the following specifications, terms and conditions on premises below described:

Owner's Name Mr & Mrs Webster Phone 375-0709  
Address 211 E. Logan City Des Moines State Ia

Check Items Below:

Apply Exterior Insulation on 3 sides  
 Apply Channel molding around Windows & Doors - Color \_\_\_\_\_  
 Caulk & Seal with Caulking Compound Where Necessary \_\_\_\_\_  
 All Corners to be finished with Special Post Corners - Color \_\_\_\_\_  
 All work to be done in Workmanlike Manner \_\_\_\_\_  
 Contractor to carry all Applicable Liability Insurances \_\_\_\_\_  
 All Materials to Carry Manufacturers Guarantees Where Applicable \_\_\_\_\_  
 Apply Wood Vinyl to Exterior Walls as Follows:

Frame out + Insulate 3 sides of Home with 2x6  
24" on center - Re Sheet area Supply + Install New  
Siding Double Layer Frost Free Vinyl Windows - Trim out  
Inside complete Siding complete / remove old siding  
30 windows in back - Add New Metal Roof - Soffit + Fascia  
New DOORS. ADD New 8 by 10'x18' Deck to Home

Remarks & Additional Work:

GARAGE / BUILD NEW GARAGE APPROP 14x24 S. INTRICATE  
AS CAN - ADD DOCK TO BACK OF Garage - 15' APPROX TO THE  
IN WITH WALKWAY GARAGE DOOR - BACK DOOR SIDE DOOR WINDOW.  
Pour concrete inside bottom floor ADD special water  
lines to Garage -

Pull Permits TALK TO City  
ADHERE TO Factory Specs -

CL Enterprises

ACCEPTED BY Larry Webster

MANAGER

Color P Spatt

REPRESENTATIVE

CL Enterprises assist in obtaining financing:  YES  NO

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction.

All checks made payable to CL Enterprises.  
agreement. The Buyers authorize CL Enterprises  
to assist the office in obtaining any data needed to secure the desired financing.

No verbal agreements recognized. Work order includes complete  
to verify credit, bank accounts, payment and/or payoff statements, and to

FAULTY LABOR OR MATERIAL WILL BE  
REPLACED FREE OF CHARGE FOR A ONE  
YEAR PERIOD, FOR ADDITIONAL GUARANTEES,  
SEE MANUFACTURERS WARRANTY WHERE APPLICABLE  
ALL EXTRA MATERIAL PROPERTY OF CL Enterprises

Day April 15 2004

Harold J Webster (L.S.)

OWNER (L.S.)



Law Offices  
**DAVID P. KING**

P.O. Box 1016  
23 Beaver Drive  
DuBois, PA 15801

David P. King, Esq.

Phone (814) 371-3760  
Telecopier (814) 371-4874

March 16, 2005

Mr. Larry Whiteman  
C L Enterprises  
10541 Miola Road  
Leeper, PA 16233

Dear Sir:

I am writing this letter to you on behalf of my clients, Harold J. Webster and Marianne A. Webster. As you know, many months ago, you were engaged, under written Contracts to perform certain work at the residence of Mr. and Mrs. Webster known as 211 East Logan Avenue in DuBois. Mr. and Mrs. Webster had paid to you more money than should have been paid out on the work that was agreed to, but they did this in good faith and at your request and urgings. After that, for some reasons not involving my clients, you prematurely stopped working on the job.

Nevertheless, at the end of August of last year you indicated that you would complete the work in two weeks. You did not. You were again contacted on September 14th, and given another two weeks or until approximately October 1st to complete all of the work. Again, you failed to do this.

Our purpose in writing this letter is to demand from you the completion of this work or my clients will be forced to take the appropriate legal actions.

- (1) First of all, by letter postmarked no later than March 30, 2005, you must acknowledge your obligation to complete this job. This letter should be directed to me at my Post Office Box address shown on this letterhead.
- (2) Further, we also demand that not only do you acknowledge that you will complete it, but that you will resume work in a meaningful manner by April 15, 2005. This should also be addressed in your letter to me.
- (3) Further, your letter should commit to a completion on or before May 1, 2005. This is consistent with the time frame that you indicated many months ago that you needed for the job to be done.

If you do not comply, then I have advised my clients of their rights and what can be done. You should realize that what has occurred here may in fact be criminal in nature, as you did not deliver work and materials even though you had been paid more than you should have been at the point and time when you simply quit work and refused to continue.

We will be awaiting your written response along the lines as outlined above.

Very truly yours,

David P. King

DPK:pp

cc: Mr. and Mrs. Harold J. Webster

This letter sent this date by regular mail and certified mail.

OGERSHOK CONST.  
957 2nd Ave.  
BROCKWAY PA 15824

# **JOB INVOICE**

TO MR. HANK WEBSTER  
211 EAST LOGAN Ave.  
DUBOIS, PA. 15801

ATTN

## TERMS

DATE ORDERED	ORDER TAKEN BY
PHONE	CUSTOMER ORDER NO.
JOB NO.	
JOB LOCATION	
JOB PHONE	STARTING DATE

WORK ORDERED BY \_\_\_\_\_

DATE ORDERED 19 May 2005

DATE COMPLETED \_\_\_\_\_

CUSTOMER SIGNATURE  
FOR APPROVAL Frank Webster

AUTHORIZED SIGNATURE 

## COST SUMMARY

TOTAL LABOR	
TOTAL MATERIALS	
TOTAL MISC.	
SUB TOTAL	
TAX	
GRAND TOTAL	

OGERSHOK CONSTRUCTION  
957 2<sup>nd</sup> Ave,  
Brockway PA 15824

# JOB INVOICE

TO	MR. HANK WEBSTER 211 EAST LOGAN AVE. DUBOIS, PA 15801	DATE ORDERED	ORDER TAKEN BY
ATTN.		PHONE	CUSTOMER ORDER NO.
TERMS		JOB NO.	

JOB LOCATION	211 EAST LOGAN AVE.
JOB PHONE	STARTING DATE

QTY.	MATERIAL	UNIT PRICE	AMOUNT	DESCRIPTION OF WORK
THE FOLLOWING IS A LIST OF THE PAYMENT SCHEDULE.				1 <sup>ST</sup> (Down) 2 <sup>ND</sup> WHEN WALLS FRAMED & STOOD. 3 <sup>RD</sup> WHEN ROOF IS COMPLETE. 4 <sup>TH</sup> WHEN SIDING / SOFFIT / DECKS. 5 <sup>TH</sup> WHEN COMPLETED.
TOTAL COST OF WORK 36,220				MISCELLANEOUS CHARGES
1 <sup>ST</sup> PAYMENT (Down) 15,000				
2 <sup>ND</sup> PAYMENT 9,000				
3 <sup>RD</sup> PAYMENT 6,000				
4 <sup>TH</sup> PAYMENT 4,000				
5 <sup>TH</sup> PAYMENT 2,200				
\$ 36,220				
1 <sup>ST</sup> PAY CH# 9379 15,000.00				20 May 86
				TOTAL
				LABOR      HRS      RATE
TOTAL 36,220				TOTAL

WORK ORDERED BY	
DATE ORDERED	19 May 2006
DATE COMPLETED	
CUSTOMER SIGNATURE FOR APPROVAL	Harold Webster
AUTHORIZED SIGNATURE	Hank Webster

COST SUMMARY	
TOTAL LABOR	
TOTAL MATERIALS	
TOTAL MISC.	
SUB TOTAL	
TAX	
GRAND TOTAL	\$ 36,220.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101814  
NO: 06-1281-CD  
SERVICE # 1 OF 3  
COMPLAINT

PLAINTIFF: HAROLD J. WEBSTER and MARIANNE A. WEBSTER

vs.

DEFENDANT: LARRY WHITEMAN, ind. & t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN,  
ind & t/d/b/a C L ENTERPRISES, and C L ENTERPRISES

**SHERIFF RETURN**

---

NOW, August 14, 2006, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF  
OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON LARRY WHITEMAN Ind & t/d/b/a C L  
ENTERPRISES.

NOW, August 19, 2006 AT 9:17 AM SERVED THE WITHIN COMPLAINT ON LARRY WHITEMAN Ind & t/d/b/a C L  
ENTERPRISES, DEFENDANT. THE RETURN OF CLARION COUNTY IS HERETO ATTACHED AND MADE PART OF  
THIS RETURN.

**FILED**

03:40pm  
SEP 25 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101814  
NO: 06-1281-CD  
SERVICE # 2 OF 3  
COMPLAINT

PLAINTIFF: HAROLD J. WEBSTER and MARIANNE A. WEBSTER

vs.

DEFENDANT: LARRY WHITEMAN, ind. & t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN,  
ind & t/d/b/a C L ENTERPRISES, and C L ENTERPRISES

**SHERIFF RETURN**

---

NOW, August 14, 2006, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF  
OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON CONNIE WHITEMAN Ind & t/d/b/a C L  
ENTERPRISES.

NOW, August 19, 2006 AT 9:17 AM SERVED THE WITHIN COMPLAINT ON CONNIE WHITEMAN Ind & t/d/b/a C L  
ENTERPRISES, DEFENDANT. THE RETURN OF CLARION COUNTY IS HERETO ATTACHED AND MADE PART OF  
THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101814  
NO: 06-1281-CD  
SERVICE # 3 OF 3  
COMPLAINT

PLAINTIFF: HAROLD J. WEBSTER and MARIANNE A. WEBSTER

vs.

DEFENDANT: LARRY WHITEMAN, ind. & t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN,  
ind & t/d/b/a C L ENTERPRISES, and C L ENTERPRISES

**SHERIFF RETURN**

---

NOW, August 14, 2006, SHERIFF OF CLARION COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF  
OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON C L ENTERPRISES.

NOW, August 19, 2006 AT 9:17 AM SERVED THE WITHIN COMPLAINT ON C L ENTERPRISES, DEFENDANT. THE  
RETURN OF CLARION COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101814  
NO: 06-1281-CD  
SERVICES 3  
COMPLAINT

PLAINTIFF: HAROLD J. WEBSTER and MARIANNE A. WEBSTER

vs.

DEFENDANT: LARRY WHITEMAN, ind. & t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN,  
ind & t/d/b/a C L ENTERPRISES, and C L ENTERPRISES

**SHERIFF RETURN**

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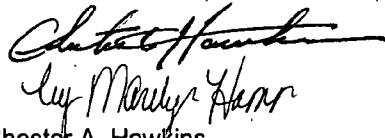
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WEBSTER	n/a	30.00
SHERIFF HAWKINS	WEBSTER	n/a	21.00
CLARION CO.	WEBSTER	n/a	126.50

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

AFFIDAVIT OF SERVICE

IN THE COURT OF COMMON PLEAS  
OF CLARION COUNTY

HAROLD J WEBSTER AND MARIANNE A WEBSTER  
VERSUS  
LARRY WHITEMAN

NUM: 2006 1281 CD

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLARION

Before me, the undersigned, personally appeared  
DEPUTY JOSH GUNTRUM  
who being duly sworn according to law, deposes and says that on  
the 19TH of AUGUST , 2006 at 9:17AM  
served the within COMPLAINT  
on the within named LARRY WHITEMAN at HIS place of  
10541 MIOLA ROAD, LEEPER PA 16233  
Clarion County, Pennsylvania, by making known the contents to  
LARRY WHITEMAN, PERSONALLY  
by handing to and leaving with LARRY WHITEMAN  
certified copy of the within COMPLAINT  
received from the COUNTY OF CLEARFIELD

So Answers

  
Deputy

  
Sheriff of Clarion County

Sworn to and subscribed before me this

5th day of September A.D. 20 06  
Dolores M. Schmader

Notary Public



NOTARIAL SEAL  
DOLORES M. SCHMADER, Notary Public  
Clarion Boro, Clarion County  
My Commission Expires Nov. 10, 2007

AFFIDAVIT OF SERVICE

IN THE COURT OF COMMON PLEAS  
OF CLARION COUNTY

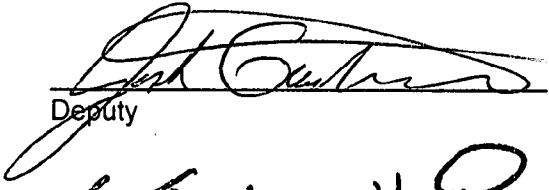
HAROLD J WEBSTER & MARIANNE A WEBSTER  
VERSUS  
CL ENTERPRISES

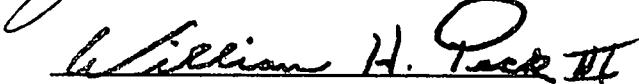
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COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF CLARION

Before me, the undersigned, personally appeared  
DEPUTY JOSH GUNTRUM  
who being duly sworn according to law, deposes and says that on  
the 19TH of AUGUST , 2006 at 9:17AM  
served the within COMPLAINT  
on the within named CL ENTERPRISES at place of  
10541 MIOLA ROAD, LEEPER PA 16233  
Clarion County, Pennsylvania, by making known the contents to  
LARRY WHITEMAN, ADULT IN CHARGE  
by handing to and leaving with LARRY WHITEMAN  
certified copy of the within COMPLAINT  
received from the COUNTY OF CLEARFIELD

So Answers

  
Deputy

  
Sheriff of Clarion County

Sworn to and subscribed before me this

5th day of September A.D. 20 06  
Dolores M. Schmader

Notary Public



NOTARIAL SEAL  
DOLORES M. SCHMADER, Notary Public  
Clarion Boro, Clarion County  
My Commission Expires Nov. 10, 2007

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

HAROLD J. WEBSTER and  
MARIANNE A. WEBSTER,

Plaintiffs,

vs.

No. 2006-1281-CD

LARRY WHITEMAN, individually, and  
t/d/b/a C L ENTERPRISES, CONNIE  
WHITEMAN, individually, and t/d/b/a  
C L ENTERPRISES, and C L  
ENTERPRISES,

Defendants.

Type of case: Contract

Type of pleading: Entry of Appearance

Filed on behalf of: Defendants,

Counsel for Defendants:  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-6500

FILED  
OCT 02 2006  
WM  
3cc  
Attn: Neiswender  
William A. Shaw  
Prothonotary/Clerk of Courts

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

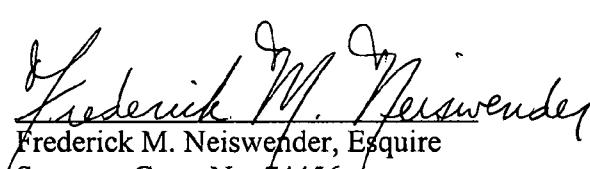
HAROLD J. WEBSTER and :  
MARIANNE A. WEBSTER, :  
Plaintiffs, :  
vs. : No. 2006-1281-CD  
:  
LARRY WHITEMAN, individually, and :  
t/d/b/a C L ENTERPRISES, CONNIE :  
WHITEMAN, individually, and t/d/b/a :  
C L ENTERPRISES, and C L :  
ENTERPRISES, :  
Defendants. :

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance as attorney of record for the Defendants, Larry Whiteman and Connie Whiteman in the above captioned matter.

Date: 10/2/06

  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456  
211½ North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-6500

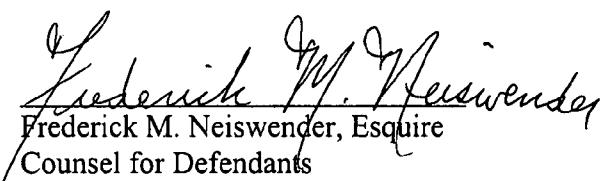
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HAROLD J. WEBSTER and :  
MARIANNE A. WEBSTER, :  
Plaintiffs, :  
vs. : No. 2006-1281-CD  
:  
LARRY WHITEMAN, individually, and :  
t/d/b/a C L ENTERPRISES, CONNIE :  
WHITEMAN, individually, and t/d/b/a :  
C L ENTERPRISES, and C L :  
ENTERPRISES, :  
Defendants. :  
:

**CERTIFICATE OF SERVICE**

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Entry of Appearance was made on October 2, 2006, by mailing, first class, postage prepaid, a true copy to the following persons, at the following addresses:

David P. King, Esquire  
23 Beaver Drive  
P.O. Box 1016  
DuBois, Pennsylvania 15801

  
Frederick M. Neiswender, Esquire  
Counsel for Defendants

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-6500

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

HAROLD J. WEBSTER and  
MARIANNE A. WEBSTER,

Plaintiffs,

vs.

No. 2006-1281-CD

LARRY WHITEMAN, individually, and  
t/d/b/a C L ENTERPRISES, CONNIE  
WHITEMAN, individually, and t/d/b/a  
C L ENTERPRISES, and C L  
ENTERPRISES,

Defendants.

Type of case: Contract

Type of pleading: Answer, New  
Matter and Counterclaim

Filed on behalf of: Defendants

Counsel for Defendants:  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-6500

FILED 3CC  
010-54461 Atty Neiswender  
OCT 12 2006  
WM  
William A. Shaw  
Prothonotary/Clerk of Courts

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

HAROLD J. WEBSTER and	:
MARIANNE A. WEBSTER,	:
Plaintiffs,	:
vs.	No. 2006-1281-CD
LARRY WHITEMAN, individually, and	:
t/d/b/a C L ENTERPRISES, CONNIE	:
WHITEMAN, individually, and t/d/b/a	:
C L ENTERPRISES, and C L	:
ENTERPRISES,	:
Defendants.	:

**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 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.**

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, Pennsylvania 16830  
(814) 765-2641

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

HAROLD J. WEBSTER and :  
MARIANNE A. WEBSTER, :  
Plaintiffs, :  
vs. : No. 2006-1281-CD  
LARRY WHITEMAN, individually, and :  
t/d/b/a C L ENTERPRISES, CONNIE :  
WHITEMAN, individually, and t/d/b/a :  
C L ENTERPRISES, and C L :  
ENTERPRISES, :  
Defendants. :

**ANSWER**

NOW, come the Defendants, LARRY WHITEMAN, individually and t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN, individually and t/d/b/a C L ENTERPRISES, and C L ENTERPRISES, by and through their attorneys, NEISWENDER & KUBISTA and make their Answer to Plaintiffs' Complaint as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is denied. Defendant, Larry Whiteman, does not reside nor does he have his principal place of business at 10541 Miola Road, Leeper, PA 16233.
3. Paragraph 3 is denied. Defendant, Connie Whiteman, does not reside at 10541 Miola Road, Leeper, PA 16233.
4. Paragraph 4 is denied. Defendant, C L Enterprises, did not exist at the time of the events leading to this cause of action nor was its principal place of business ever at 10541 Miola Road, Leeper, PA 16233.

5. Paragraph 5 is neither admitted, nor denied. Defendants do not have sufficient knowledge to respond to the averment made by Plaintiffs as Defendants do not have specific knowledge that Plaintiffs are the owners of the property situated at 211 East Logan Avenue, DuBois, Clearfield County, Pennsylvania.
6. Paragraph 6 is admitted in part, denied in part. Defendants admit that they entered into an agreement with Plaintiffs to perform certain work on the home of the Plaintiffs. It is denied that Defendants were to build a “new” garage for Plaintiffs.
7. Paragraph 7 is denied. The “Contractor’s Invoice” attached to Plaintiffs’ Complaint as Exhibit “B” is not an agreement, but rather an invoice for additional work that was completed by Defendants.
8. Paragraph 8 is denied. Plaintiffs and Defendants could not agree on an amount to be paid by Plaintiffs for the work completed because Plaintiffs continually made changes to the original agreement.
9. Paragraph 9 is denied. Defendants did not receive \$37,486.20 from Plaintiffs. Defendants received significantly less from Plaintiffs than the amount stated in their Complaint.
10. Paragraph 10 is denied. To the contrary, Defendants informed Plaintiffs that they would not continue work until they were paid in full for the work completed and were reimbursed for materials purchased at the request of Plaintiffs, which were significantly more expensive than those originally agreed upon.

11. Paragraph 11 is denied. To the contrary, Defendants completed a majority of the work outlined in the original agreement. As stated above, Defendants informed Plaintiffs that they would not continue work until they were paid in full for the work completed and were reimbursed for materials purchased at the request of Plaintiffs, which were significantly more expensive than those originally agreed upon.

12. Paragraph 12 is admitted. Additionally, Plaintiffs requested that Defendants complete the work without guarantee of payment in full.

13. Paragraph 13 is denied. As stated above, Defendants informed Plaintiffs that they would not continue work until they were paid in full for the work completed and were reimbursed for materials purchased at the request of Plaintiffs, which were significantly more expensive than those originally agreed upon.

14. Paragraph 14 is denied. To the contrary, Defendants initiated the process to obtain permits as per the original agreement, however; when Plaintiffs learned that a representative of the City of DuBois would need to inspect the premises, they asked Defendants to stop the permit process.

15. Paragraph 15 is denied. It is denied that Defendants did not act in good faith. To the contrary, the agreed upon construction did not require permits. It was not until after Plaintiffs made extensive changes to the original agreement that permits became necessary. Defendants do not have sufficient knowledge to respond to the averment made by Plaintiffs as to the cost of services provided by Lee-Simpson Associates.

16. Paragraph 16 is denied. It is denied that it was necessary for Plaintiffs to obtain the services of Ogershok Construction to complete the work for a price of \$36,220.00. Strict proof is demanded. To the contrary, the Defendants completed the majority of the work agreed upon in the original agreement. The only work not completed was that portion which was being continually changed by the Plaintiffs.

17. Paragraph 17 is denied. It is denied that the Plaintiffs were or will be required to pay \$39,153.72 to complete the work originally agreed upon by the parties. Strict proof is demanded. To the contrary, the Defendants completed the majority of the work agreed upon in the original agreement. The only work not completed was that portion which was being continually changed by the Plaintiffs.

WHEREFORE, Defendants respectfully request this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendants.

**NEW MATTER**

NOW, come the Defendants, LARRY WHITEMAN, individually and t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN, individually and t/d/b/a C L ENTERPRISES, and C L ENTERPRISES, by and through their attorneys, NEISWENDER & KUBISTA and aver as New Matter the following:

18. Defendants restate and incorporate Paragraphs 1 through 17 above as if stated at length herein.
19. Defendants were working with Colen P. Spratt, who is a friend of the Plaintiffs and is the individual who initiated the meeting between the parties.
20. C L Enterprises is a name used by the Defendants in a previous business and not the contracting company.
21. Defendants merely used a bid sheet with the name C L Enterprises on it because they did not have bid sheets with their individual names on them.
22. At all times relevant to this action, the agreement entered into by Plaintiffs was with the Defendant, Larry Whiteman and Colen P. Spratt.
23. Plaintiffs made payment to Defendant, Larry Whiteman and Colen P. Spratt.
24. At all times relevant to this action, Defendant, Connie Whiteman did not enter into an agreement with Plaintiffs and should not be a party to this action.
25. The agreement entered into between Plaintiffs and Defendants included new windows, new doors, new siding, a new roof with soffit and facia, a new deck and a rebuilt garage for a price of \$35,642.00.

26. Defendants completed all work in a professional and workman-like manner; meeting the standards of the industry except for the deck and garage; which was not completed due to changes in specifications made by Plaintiffs.
27. Plaintiffs made extensive changes to what was agreed upon for the deck and garage, which went well above the original contract price.
28. Since Defendants had already purchased materials to the original specifications for the garage and deck, Defendants informed Plaintiffs that no further work would be completed until Plaintiffs paid for the new materials that would be required to build the structures under the new specifications.
29. Plaintiffs refused to pay for the required materials in advance.
30. At this time, Plaintiffs had paid Defendants less than \$32,000.00.
31. Defendants were forced to absorb the cost of the materials purchased for the garage and deck as per the original specifications.
32. Plaintiffs' cause of action is barred by the doctrine of accord and satisfaction.
33. Defendants acted with the consent of the Plaintiffs.
34. Plaintiffs' cause of action is barred by estoppel.
35. Plaintiffs' cause of action is barred because Plaintiffs failed to give consideration.
36. Plaintiffs' cause of action is barred due to fraud perpetrated by the Plaintiffs.
37. Defendants' actions were at all times justified.
38. Plaintiffs' cause of action is barred by the doctrine of laches.
39. Defendants acted as a result of license given by the Plaintiffs.
40. Defendants acted with privilege at all times.
41. Plaintiffs' cause of action is barred because Defendants were released from obligation.

42. Plaintiffs' cause of action is barred by the statute of frauds.
43. Plaintiffs' cause of action is barred by the statute of limitations.
44. Plaintiffs' cause of action is barred by the doctrine of truth and waiver.

WHEREFORE, Defendants respectfully request this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendants.

**COUNTERCLAIM**

NOW, come the Defendants, LARRY WHITEMAN, individually and t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN, individually and t/d/b/a C L ENTERPRISES, and C L ENTERPRISES, by and through their attorneys, NEISWENDER & KUBISTA and aver as a Counterclaim the following:

**COUNT I – BREACH OF CONTRACT**

45. Defendants restate and incorporate Paragraphs 1 through 44 above as if stated at length herein.
46. Defendants entered into a contract with Plaintiffs for work on their residence for a total contract price of \$35,642.00.
47. Defendants completed the majority of the work agreed upon in a professional and workman-like manner; meeting the standards of the industry.
48. Plaintiffs paid Defendants less than \$32,000.00 for work completed.
49. Due to extensive design changes made by Plaintiffs, Defendants were forced to expend more than \$8,500.00 in materials that could not be used.
50. Due to extensive design changes made by Plaintiffs, Defendants were forced to expend additional labor costs that were not part of the original agreement.
51. Plaintiffs refused to pay for the materials and labor originally agreed upon in breach of the contract.

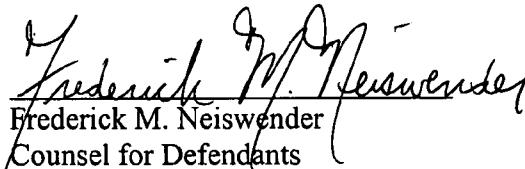
WHEREFORE, Defendants demand judgment in their favor and against the Plaintiffs in an amount in excess of \$20,000.00, plus interest and costs of the suit.

**COUNT II – EXPENSES, COSTS AND ATTORNEY'S FEES**

52. Defendants restate and incorporate Paragraphs 1 through 51 above as if stated at length herein.
53. Defendants believe and therefore aver that Plaintiffs' Complaint is clearly without basis in fact or law, and was filed by Plaintiffs solely for the purpose of causing expense, annoyance and harm to the Defendants.
54. As such, the conduct of Plaintiffs in commencing litigation as set forth in their Complaint is arbitrary, vexatious and in bad faith.
55. As a result, Defendants have been forced to retain counsel to defend this action, and are entitled to an award of counsel fees pursuant to 42 Pa. C.S.A. § 2503 (9).

WHEREFORE, Defendants demand judgment in their favor and against the Plaintiffs in an amount in excess of \$20,000.00, plus interest and costs of the suit.

Respectfully submitted,

  
Frederick M. Neiswender  
Counsel for Defendants

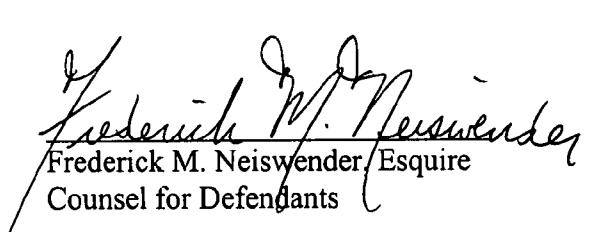
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HAROLD J. WEBSTER and :  
MARIANNE A. WEBSTER, :  
Plaintiffs, :  
vs. : No. 2006-1281-CD  
:  
LARRY WHITEMAN, individually, and :  
t/d/b/a C L ENTERPRISES, CONNIE :  
WHITEMAN, individually, and t/d/b/a :  
C L ENTERPRISES, and C L :  
ENTERPRISES, :  
Defendants. :

**CERTIFICATE OF SERVICE**

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer, New Matter and Counterclaim was made upon Harold J. Webster and Marianne A. Webster, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, David P. King, Esquire, on October 12, 2006, at the following address:

David P. King, Esquire  
23 Beaver Drive  
P.O. Box 1016  
DuBois, Pennsylvania 15801

  
Frederick M. Neiswender, Esquire  
Counsel for Defendants

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830

I verify that the statements made in this Answer, New Matter and Counter-Claim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

  
GORDON L. WHITEMAN

DATE: Oct 12 - 06

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

HAROLD J. WEBSTER and MARIANNE A.  
WEBSTER,

NO. 2006-1281-CD

Plaintiffs

Type of Case: Civil

vs.

Type of Pleading: Reply to New Matter  
and Counterclaims

LARRY WHITEMAN, individually, and  
t/d/b/a C L ENTERPRISES, CONNIE  
WHITEMAN, individually, and t/d/b/a  
C L ENTERPRISES, and C L  
ENTERPRISES,

Filed on behalf of: Plaintiffs

Defendants

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980

FILED acc Atty King  
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DEC 01 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

HAROLD J. WEBSTER and MARIANNE A. WEBSTER,	:	
	:	
Plaintiffs	:	
vs.	:	NO. 2006-1281-CD
	:	
LARRY WHITEMAN, individually, and t/d/b/a C L ENTERPRISES, CONNIE WHITEMAN, individually, and t/d/b/a C L ENTERPRISES, and C L ENTERPRISES,	:	
	:	
Defendants	:	

## REPLY

AND NOW, come the Plaintiffs, HAROLD J. WEBSTER and MARIANNE A. WEBSTER, through their Attorney, David P. King, to Reply to Defendants' NEW MATTER and COUNTERCLAIM as follows:

18. The Plaintiffs respond as alleged in their Complaint as well as the Reply which is contained herein and hereafter.

19. Admitted.

20. The averments in Defendants' Paragraph 20 are denied in that the contract was with C L ENTERPRISES to their knowledge, which consisted of the WHITEMANS doing business under that name.

21. For the same reasons as set forth above, the Plaintiffs deny the allegations in Defendants' Paragraph 21. However, by further answer, the Defendants were impressing upon the general public, by using the contract forms that were used that the WHITEMANS as C L ENTERPRISES were in fact parties to this contract and the building process. The Defendants should be estopped from asserting their allegations now as a defense.

22. The Plaintiffs at all times and still do believe that they were dealing with the WHITEMANS and C L ENTERPRISES, and that Colen P. Spratt was an agent for purposes of obtaining contracts, and a subcontractor to the Defendants. By way of further answer, if Defendants wish to assert the same as a defense, then they must join the said Colen P. Spratt as an Additional Defendant, otherwise they should not be able to assert such allegations as a defense.

23. Plaintiffs made all of their payments to LARRY WHITEMAN and/or C L ENTERPRISES. Thus, the allegations in Paragraph 23 are denied.

24. The Plaintiffs deny the allegations in Defendants' Paragraph 24 for all of the answers as set forth in their Reply above and hereafter.

25. The averments in Defendants' Paragraph 25 are denied insofar as Defendants use the terminology "...rebuilt garage...". Defendants have and continue to use such terminology in a self-serving way, and the contract speaks for itself.

26. The averments in Defendants' Paragraph 26 are denied in that the Defendants did not complete all the work, and the standards of the industry were not adhered to for the deck and garage, and further, noncompletion was not due to changes made by the Plaintiffs, and if anything it was due to changes made by the Defendant and the contract price that he wished to change after the fact.

27. Again, the Plaintiffs deny that they made extensive changes to the work that was agreed upon. Most, if not all changes that were made were at the suggestion of the Defendants. Further, when requested by the Defendants, the Plaintiffs even paid for work in excess of the contract and the contract price as requested by the Defendants.

28. The averments in Defendants' Paragraph 28 are denied in that there were no new specifications that were caused or requested by the Plaintiffs, and in fact changes were at the suggestion of the Defendants as alluded to above. Further, the Defendants never brought the materials to the job site with which they are referring to, even though requested that they bring the materials and/or show invoices, and/or at least have something in writing as to the exact cost of materials that Defendants characterize as "new materials".

29. The averments in Defendants' Paragraph 29 are vehemently denied, in that Plaintiffs never refused to pay for the materials in advance, as they were never presented with any information regarding the cost of materials beyond those needed under the Contract, and further, Plaintiffs were informed that the initial monies paid under the Contract, were to cover the cost of all materials. If Defendant in Paragraph 29 is referring to "new materials", then again, Plaintiffs were never provided with any information on the cost of the same, or that the same were purchased, nor were they provided any dollar amount for such things that the Defendant may be referring to, and further, if costs had increased in materials under the Contract, then that was a risk of the Defendants and not the responsibility of the Plaintiffs.

30. Plaintiffs deny Defendants' Paragraph 30, and in fact had paid to the Defendants in excess of \$37,000.00.

31. Plaintiffs deny Defendants' Paragraph 31, and by way of further answer, it is restated that the Plaintiffs requested that materials be delivered, and/or invoices be provided, and/or costs be calculated.

32. For the reasons as set forth in their Complaint and their Reply herein and hereafter, accord and satisfaction is denied.

33. Plaintiffs consented to the work being done under the original Contract, and with the changes as requested by the Defendant, but not in accordance with what the Defendants have said as far as additional costs or expenses being the responsibility of the Plaintiffs.

34. Plaintiffs deny the claim of "estoppel", and the same has no application in this matter.

35. Plaintiffs allege that consideration exists and is not a defense to the Defendants.

36. Defendants' allegation of fraud is denied in its entire absurdity.

37. Defendants' actions or inactions more properly were not justified.

38. The doctrine of laches has no application to this matter.

39. The allegation of some applicable license is denied and inapplicable.

40. The allegations of privilege are denied and inapplicable.

41. For all of the reasons as set forth above and hereafter, Plaintiffs' cause of action is not barred.

42. The statute of frauds is not a bar to recovery in this matter. The written agreement, performance and payment suffice.

43. Defendants' action is not barred by the statute of limitations. Thus, this allegation and legal conclusion is denied.

44. The Plaintiffs do not see how the "doctrine of truth and waiver" apply, and thus deny the same as applicable.

WHEREFORE, Plaintiffs request this Honorable Court to enter judgment in their favor as prayed for in their Complaint.

REPLY TO COUNTERCLAIM  
COUNT I - BREACH OF CONTRACT

45. The averments in Defendants' Paragraph 45 are denied for the reasons as set forth above and hereafter.

46. The contract as referred to by the Defendants is for work on the residence as well as a new garage, as the contract states.

47. The Defendants did do much work, but the same was not done professionally and workmanlike in that substandard materials were used, and the work did not meet the standards and industry of the trade and as required by law.

48. The Plaintiffs deny such allegation, and in fact Defendants were paid in excess of \$37,000.00 as stated.

49. As already responded to, there were not extensive design changes made by the Plaintiffs. There were design changes suggested by the Defendants which may have in fact incurred less material costs. Any unused materials as referred to by the Defendants are materials that were substandard and/or not within the standards and industry of the trade, and/or were not as anticipated part of the contract.

50. Again, design changes of an extensive nature were not made by the Plaintiffs, but there was an additional issue of the costs and labor for a footer that were not part of the original agreement, and Plaintiffs paid for the same as requested by the Defendants.

51. The Plaintiffs never refused to pay for materials and labor originally agreed upon, and in fact paid for materials and labor above and beyond as requested by the Defendants.

WHEREFORE, Plaintiffs demand judgment in their favor and against the Defendants as prayed for in their Complaint.

COUNT II - EXPENSES, COSTS AND ATTORNEY'S FEES

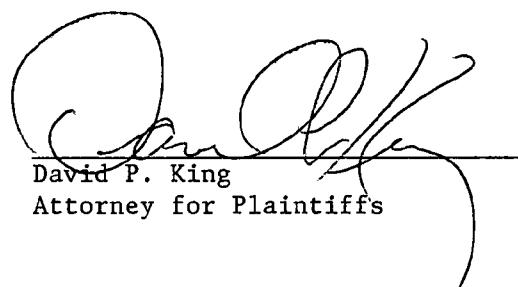
52. Plaintiffs reply to Defendants' Paragraph 52 for all of the reasons as set forth in their Complaint, as above in their Reply, as well as herein and hereafter.

53. Defendants made a bare allegation in Paragraph 53 without substance, and such allegations are denied.

54. Plaintiffs reason for commencing litigation is legitimate, and they are entitled to recovery, and thus Defendants' Paragraph 54 is denied.

55. Although the Defendants may have chosen to retain Counsel, and to defend, they are not entitled to Attorney's fees for the reasons as set forth above, and if anything their intent to extract the same from the Plaintiffs is in reality arbitrary, vexatious and in bad faith, and they are entitled to their own Attorney's fees in accordance with the applicable statute.

WHEREFORE, Plaintiffs demand that the Defendants' Counterclaim be denied, and that judgment be entered in their favor upon their Complaint, and they will so ever pray.



David P. King  
Attorney for Plaintiffs

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

Date: 11/29/06

Harold J. Webster  
Harold J. Webster  
Plaintiff

Marianne A. Webster  
Marianne A. Webster  
Plaintiff

CA

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

HAROLD J. WEBSTER and MARIANNE WEBSTER \* NO. 2006-1281-CD  
Plaintiffs \*  
vs. \*  
LARRY WHITEMAN, CONNIE WHITEMAN and \*  
C L ENTERPRISES, \*  
Defendants \*  
\*  
\*

**ORDER**

NOW, this 15<sup>th</sup> day of April, 2013, following a review of the docket, due to the case's extended period of time in pending status; it is the ORDER of this Court that a **status conference** be and is hereby scheduled for the **8th day of May, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

If this case has been concluded, the moving party is directed to file the appropriate Praeclipe with the Prothonotary of Clearfield County to finalize that status of the case.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

**FILED** ICC Atlys:  
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APR 17 2013  
William A. Shaw  
Prothonotary/Clerk of Courts  
King  
Neiswender

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

HAROLD J. WEBSTER and MARIANNE A.  
WEBSTER,

Plaintiffs

vs.

LARRY WHITEMAN, individually,  
and t/d/b/a C L ENTERPRISES,  
CONNIE WHITEMAN, individually,  
and t/d/b/a C L ENTERPRISES,  
and C L ENTERPRISES,

Defendants

NO. 2006-1281-CD

Type of Case: Civil

Type of Pleading: Praeclipe  
to Discontinue

Filed on behalf of: Plaintiffs

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980

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William A. Shaw  
Prothonotary/Clerk of Courts

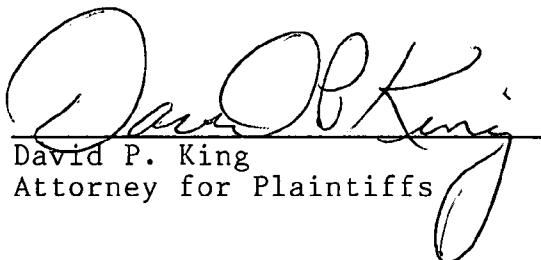
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

HAROLD J. WEBSTER and MARIANNE A. :  
WEBSTER, :  
Plaintiffs :  
vs. : NO. 2006-1281-CD  
LARRY WHITEMAN, individually, :  
and t/d/b/a C L ENTERPRISES, :  
CONNIE WHITEMAN, individually, :  
and t/d/b/a C L ENTERPRISES, :  
and C L ENTERPRISES, :  
Defendants :

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above captioned case "Discontinued by  
Plaintiffs".

  
\_\_\_\_\_  
David P. King  
Attorney for Plaintiffs

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

HAROLD J. WEBSTER and MARIANNE A. WEBSTER \* NO. 2006-1281-CD  
Plaintiffs \*  
vs. \*  
LARRY WHITEMAN, individually, and t/d/b/a \*  
C L ENTERPRISES, CONNIE WHITEMAN, individually \*  
and t/d/b/a C L ENTERPRISES, and C L ENTERPRISES, \*  
Defendants \*

**ORDER**

NOW, this 3<sup>rd</sup> day of May, 2013, the Court notes that a Praeclipe to Discontinue in the above-captioned case was filed on this date by David P. King, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 8th day of May, 2013 is **canceled**.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED 1 cc Atts:  
0/3:38PM King  
S MAY 06 2013 Neiswender  
William A. Shaw  
Prothonotary/Clerk of Courts