

COURT OF COMMON PLEAS

CLEARFIELD

Judicial District, County Of

46TH DISTRICT

NOTICE OF APPEAL


FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2006-1707-CD

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case referenced below.

NAME OF APPELLANT JAMES A. / EMILY J. JOHNSON		MAG. DIST. NO. 46-3-03	NAME OF D.J. MICHAEL A. RUDELLA	
ADDRESS OF APPELLANT PO Box 58		CITY LANSE	STATE PA	ZIP CODE 16849
DATE OF JUDGMENT 9-18-06	IN THE CASE OF (Plaintiff) DUFFALO, DANIEL / DEBORAH vs JOHNSON, JAMES A. / EMILY J. (Defendant)			
DOCKET No. CV - 0000412 - 06	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 			

This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

FILED

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon DUFFALO / DANIEL AND DEBORAH appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2006-1707-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.RULE: To DUFFALO, DANIEL / DEBORAH, appellee(s)

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: OCT. 18, 2006

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

FILED
OCT 18 2006
William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service **MUST BE FILED WITHIN TEN (10) DAYS AFTER** filing of the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; ss

AFFIDAVIT: I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on
(date of service) _____, 20____, ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto, and upon the appellee, (name) _____, on
_____, 20____ ☐ by personal service ☐ by (certified) (registered) mail,
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20____.

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____.

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-03**

MDJ Name: Hon. **MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF: NAME and ADDRESS
**DUFFALO, DANIEL/DEBORAH
1766 TREASURE LAKE
DUBOIS, PA 15801**

VS.
DEFENDANT: NAME and ADDRESS
**JOHNSON, JAMES A., ET AL.
P.O. BOX 58
LANSE, PA 16849**

**JAMES A. JOHNSON
P.O. BOX 58
LANSE, PA 16849**

Docket No.: **CV-0000412-06**
Date Filed: **8/28/06**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/18/06**

☒ Judgment was entered for: (Name) **DUFFALO, DANIEL/DEBORAH**

☒ Judgment was entered against: (Name) **JOHNSON, JAMES A.**
in the amount of \$ **1,038.75**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 1,000.00
Judgment Costs	\$ 38.75
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,038.75
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

9-18-06 Date *MA Rudella*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.:

46-3-03

MDJ Name: Hon.

MICHAEL A. RUDELLAAddress: **131 ROLLING STONE ROAD
PO BOX 210****KYLERTOWN, PA**Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF:

NAME and ADDRESS

**DUFFALO, DANIEL/DEBORAH
1766 TREASURE LAKE
DUBOIS, PA 15801**

VS.

DEFENDANT:

NAME and ADDRESS

**JOHNSON, JAMES A., ET AL.
P.O. BOX 58
LANSE, PA 16849****EMILY J. JOHNSON
P.O. BOX 58
LANSE, PA 16849**Docket No.: **CV-0000412-06**Date Filed: **8/28/06****THIS IS TO NOTIFY YOU THAT:**Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/18/06**☒ Judgment was entered for: (Name) **DUFFALO, DANIEL/DEBORAH**☒ Judgment was entered against: (Name) **JOHNSON, EMILY J.**
in the amount of \$ **1,038.75**☐ Defendants are jointly and severally liable.☐ Damages will be assessed on Date & Time _____☐ This case dismissed without prejudice.☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127
\$ _____☐ Portion of Judgment for physical damages arising out of
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9-18-06 Date MARUDELLA, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

_____, Date _____, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-03**
MDJ Name: Hon.
MICHAEL A. RUDELLA
Address: **131 ROLLING STONE ROAD**
PO BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789** **16847-0444**

PLAINTIFF: NAME and ADDRESS
DUFFALO, DANIEL/DEBORAH
1766 TREASURE LAKE
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
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P.O. BOX 58
LANSE, PA 16849

MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444

Docket No.: **CV-0000412-06**
Date Filed: **8/28/06**



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Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/18/06**

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in the amount of \$ **1,038.75**

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☐ Damages will be assessed on Date & Time _____

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Jim Jeffers
375-2111

W 768-1227

FILED

OCT 26 2006

William A. Shaw
Prothonotary/Clerk of Courts

9-18-06 Date *M A Rudella*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
10/06/06 Date *M A Rudella*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.: **46-3-03**

MDJ Name: Hon. **MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA**

Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF: NAME and ADDRESS
**DUFFALO, DANIEL/DEBORAH
1766 TREASURE LAKE
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VS.
DEFENDANT: NAME and ADDRESS
**JOHNSON, JAMES A., ET AL.
P.O. BOX 58
LANSE, PA 16849**

**MICHAEL A. RUDELLA
131 ROLLING STONE ROAD
PO BOX 210
KYLERTOWN, PA 16847-0444**

Docket No.: **CV-0000412-06**
Date Filed: **8/28/06**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/18/06**

☒ Judgment was entered for: (Name) **DUFFALO, DANIEL/DEBORAH**

☒ Judgment was entered against: (Name) **JOHNSON, EMILY J.**
in the amount of \$ **1,038.75**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time _____

☐ This case dismissed without prejudice.

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\$ _____

☐ Portion of Judgment for physical damages arising out of
residential lease \$ _____

Amount of Judgment	\$ 1,000.00
Judgment Costs	\$ 38.75
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,038.75
Post Judgment Credits	\$ —
Post Judgment Costs	\$ —
Certified Judgment Total	\$ 1038.75

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9-18-06 Date **MA Rudella**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
10/19/06 Date **MA Rudella**, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

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

Daniel P. Duffalo, and	:	No. 2006-1707-CD
Deborah L. Duffalo,	:	
	:	Type of Case: CIVIL ACTION
Plaintiffs,	:	
	:	Type of Pleading: COMPLAINT
v.	:	
	:	Filed on Behalf of:
James A. Johnson, and	:	Plaintiffs
Emily J. Johnson,	:	
	:	Counsel of Record:
Defendants.	:	Pro Se

FILED acc pffs
9/11:40 am
NOV -7 2006 JS

William A. Shaw
Prothonotary/Clerk of Courts

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

:
:
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:
:
:
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:
:
:
:
:

No. 2006-1707-CD

NOTICE TO DEFEND

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION, YOU MUST ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE AN ANSWER IN WRITING WITH THE PROTHONOTARY SETTING FORTH YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU AND SERVE A COPY ON THE ATTORNEY OR PERSON FILING THE PETITION. 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 THE RELIEF REQUESTED BY THE PETITIONER. 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
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

COMPLAINT

Now come the Plaintiffs Daniel P. Duffalo and Deborah L. Duffalo and files the following complaint against the Defendants James A. Johnson and Emily J. Johnson in which the following is a statement.


1. Plaintiffs are Daniel P. Duffalo and Deborah L. Duffalo, husband and wife, adult individuals residing at 1766 Treasure Lake, DuBois, Clearfield County Pennsylvania.
2. Defendants are James A. Johnson and Emily J. Johnson, husband and wife, adult individuals residing at 1061 Birch Street, Lanse, Clearfield County, Pennsylvania.
3. At all times material hereto, Defendants were the owners of real property located at 154 Chestnut Lane, Lanse, Clearfield County, Pennsylvania.
4. By Lease Agreement dated July 1, 2004, Plaintiffs did agree to lease the real property owned by Defendants for a term of twenty-eight (28) months commencing July 1, 2004, for six hundred fifty dollars (\$650) per month payable on or before the first day of each month. A copy of said Lease Agreement is attached hereto and made a part hereof and marked as Exhibit A.
5. As part of said Lease Agreement, Plaintiffs did pay to Defendants a security deposit in the amount of two thousand dollars (\$2,000).

6. Further, Defendants did grant to Plaintiffs the option to purchase the leased premises for the purchase price of sixty-two thousand dollars (\$62,000) with Plaintiffs to be given credit for two hundred dollars (\$200) of each rental payment made during the term of the Lease Agreement.
7. Plaintiffs commenced their residency in the leased premises on July 1, 2004 and did continue their residency in the said premises through February 28, 2006.
8. On January 23, 2006, Plaintiffs did notify Defendants that they did not wish to exercise their option to purchase the leased premises and would terminate the lease with Defendants.
9. Pursuant to Paragraph 14 of the parties' Lease Agreement of July 1, 2004, as Plaintiffs did not exercise their option to purchase the leased premises, Defendants were entitled to retain the two thousand dollar (\$2,000) down payment paid to Defendants by Plaintiffs along with four thousand dollars (\$4,000) which had been paid as rent and which was to be credited toward Plaintiffs' purchase price of the leased premises.
10. By Agreement dated February 1, 2006, Defendants agreed to retain four thousand dollars (\$4,000) and to continue to allow the two thousand dollar (\$2,000) security deposit to remain as a security deposit on the leased premises pursuant the parties' Lease Agreement dated July 1, 2004. A copy of said written agreement is attached hereto and made a part hereof and marked Exhibit B.
11. Plaintiffs did terminate their residency in the leased premises on February 28, 2006 and prior to their removal from the leased premises, did make improvements to the leased premises by replacing carpeting in two rooms and painting walls in several rooms.
12. By correspondence dated March 27, 2006, Defendants did present to Plaintiffs an alleged list of damages to the leased premises and informing Plaintiffs that the \$2,000 security deposit would not be returned to Plaintiffs. A copy of said correspondence dated March 27, 2006 is attached hereto and made a part hereof and marked as Exhibit C.
13. Plaintiffs believe and therefore aver that no damages existed to the leased premises at the time of their removal from the same and that the actions of Defendants were made in bad faith in order that they could retain all monies paid to Defendants in contravention to the parties' agreement of February 1, 2006.

WHEREFORE, Plaintiffs request judgment be entered in their favor and against Defendants in the amount of \$2,000 plus interest from March 27, 2006, and costs of suit.

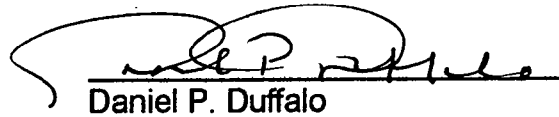
Dated: 11.07.2006


Daniel P. Duffalo


Deborah L. Duffalo

VERIFICATION

I, Daniel P. Duffalo, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

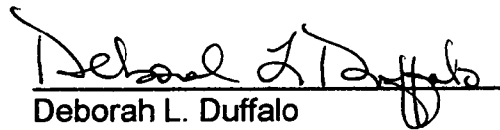


Daniel P. Duffalo

Dated: 11.07.2006

VERIFICATION

I, Deborah L. Duffalo, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


Deborah L. Duffalo

Dated: 11.07.2006

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

Daniel P. Duffalo, and	:	No. 2006-1707-CD
Deborah L. Duffalo,	:	
	:	
Plaintiffs,	:	Type of Case: CIVIL ACTION
	:	
v.	:	Type of Pleading: PRAECIPE TO ATTACH
	:	EXHIBITS
	:	
James A. Johnson, and	:	Filed on Behalf of:
Emily J. Johnson,	:	Plaintiffs
	:	
Defendants.	:	Counsel of Record:
	:	Pro Se

FILED

NOV 13 2006
01/12:00/4

William A. Shaw
Prothonotary/Clerk of Courts GK

2 cert to PCR

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

PRAECIPE TO ATTACH EXHIBITS

TO THE PROTHONOTARY:

Please attach the attached exhibits, to the Plaintiffs' Complaint previously filed in
the above matter.

Respectfully submitted,

Dated: November 13, 2006

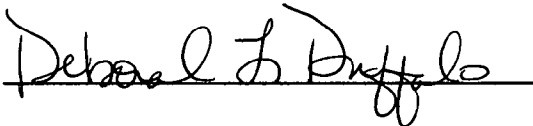


EXHIBIT A

LEASE AGREEMENT

THIS LEASE, made this 1st day of July, 2004, by and between JAMES A. JOHNSON and EMILY J. JOHNSON, husband and wife, 1061 Birch Street, Lanse, Cooper Township, Pennsylvania 16849, hereinafter called LESSOR;

AND

DANIEL P. DUFFALO and DEBORAH L. DUFFALO, 154 Chestnut Lane, Lanse, Cooper Township, Pennsylvania 16849, hereinafter called LESSEE;

WITNESSETH, that for and in consideration of the rents hereinafter reserved and the covenants and agreements hereinafter contained, LESSOR does hereby demise and lease unto LESSEE and LESSEE does hereby lease from LESSOR the "Leased Premises" consisting of that lot improved with a single-family dwelling located in the Village of Lanse, Cooper Township, Clearfield County, Pennsylvania, for the term, at the rents and on the conditions hereinafter stated.

1. Term. The term of this Lease ("Term") shall be for twenty eight (28) months, commencing on July 1, 2004.
2. Rents. During the Term of this Lease, LESSEE covenants to pay unto LESSOR rents in the amount of six hundred fifty dollars (\$650.00) per month payable on or before the first day of each month. Rents shall be apportioned as set forth below in Paragraph 14. A fee of twenty five dollars (\$25.00) shall be added to every rental payment that is received after the 8th day of the month.
3. Security Deposit. LESSEE has on deposit with LESSOR a deposit in the amount of two thousand dollars (\$2,000.00), receipt of which is acknowledged by LESSOR, as security for the faithful performance by LESSEE of the terms hereof, to be returned to LESSEE, without interest, on the full and faithful performance by LESSEE of

the provisions hereof. Said deposit shall be credited toward the Purchase Price should LESSEE choose to exercise the Purchase Option in Paragraph 14.

4. Quiet Enjoyment. LESSOR covenants that on paying the rent and performing the covenants herein contained, LESSEE shall peacefully and quietly have, hold, and enjoy the Leased Premises for the Term.

5. Use of Premises. The Leased Premises shall be used and occupied by LESSEE exclusively as a private single family residence, and neither the premises nor any part thereof shall be used at any time during the term of this Lease by LESSEE for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. LESSEE shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Leased Premises during the term of the lease.

6. Surrender of Leased Premises. LESSEE shall on or before the last day of the term hereby granted or of any extended term, or upon the sooner termination of this Lease Agreement, peaceably and quietly leave, surrender, and yield unto LESSOR the Leased Premises, together with all alterations, additions, and replacements thereon, free of substances, broom cleaned and in good order and condition except for reasonable wear and tear thereof.

7. Assigning and Subletting. LESSEE shall have no right to assign this Lease Agreement or sublet any or all part of the Leased Premises to any person, firm, or corporation without LESSOR's express written consent.

8. Alterations and Improvements. LESSEE shall make no alterations to the buildings on the Leased Premises or construct any building or make other improvements on the Leased Premises without the prior written consent of LESSOR.

All alterations, changes, and improvements built, constructed, or placed on the Leased Premises by LESSEE, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between LESSOR and LESSEE, be the property of LESSOR and remain on the Leased Premises at the expiration or sooner termination of the Lease Agreement.

9. Damage to Leased Premises. If the Leased Premises, or any part thereof, shall be partially damaged by fire or other casualty not due to LESSEE's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by LESSOR and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Leased Premises may have been untenable; but, if the Leased Premises should be damaged other than by LESSEE's negligence or willful act or that of his employee, family, agent, or visitor to the extent that LESSOR shall decide not to rebuild or repair, the term of this Lease Agreement shall end and the rent shall be prorated up to the time of the damage.

10. Dangerous Materials. LESSEE shall not keep or have on the Leased Premises any article or thing of a dangerous, inflammable, or explosive character that might reasonably increase the danger of fire on the Leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. Utilities. LESSEE shall be responsible for arranging for and paying for all utility services required on the premises.

12. Maintenance and Repairs. During the term of this Lease Agreement, LESSOR shall be responsible for maintenance of the structural parts of the dwelling house, including but not limited to the roof, exterior walls, windows, floors, and foundation. LESSOR shall also make all repairs which may be needed to the mechanical, electrical, and plumbing systems. Otherwise, LESSEE agrees to maintain

the Leased Premises in a clean and sanitary condition at all times and to repair or replace personal property of LESSOR.

13. Default. If any default is made in the payment of the rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the Lease Agreement, at the option of the LESSOR, shall terminate and be forfeited, and LESSOR may re-enter the premises and remove all persons therefrom. LESSEE shall be given written notice of any default or breach, and termination and forfeiture of the Lease Agreement shall not result if, within 15 days of receipt of such notice, LESSEE has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.

14. Purchase Option. At any time during the term of this Agreement, if all rents due and payable under Paragraph 2 above have been paid in full, LESSEE shall have the right and privilege to purchase the Leased Premises. The Purchase Price shall be sixty two thousand dollars (\$62,000.00). At the time that this option is exercised, LESSEE shall be entitled to credit against this purchase price in an amount equal to two hundred dollars (\$200.00) of every rental payment made during the Term of the Agreement. LESSEE shall also be entitled to a credit equal to two thousand dollars (\$2,000.00) for the Security Deposit as set forth in Paragraph 3. To exercise this option, LESSEE shall deliver to LESSOR written notice of LESSEE's intent and desire to purchase the property. Within fifteen (15) days from LESSOR's receipt of this notice, LESSOR shall prepare and deliver to LESSEE an agreement of sale which shall provide:

- a. The Purchase Price less applicable credits.

b. A closing date not less than sixty (60) and not more than one hundred twenty (120) days from the date LESSOR received notice of LESSEE's intent to exercise such option.

c. A provision that the Leased Premises shall be conveyed to LESSEE by special warranty deed free and clear of all encumbrances, security interests, and other liens excepting easements of public utilities.

d. A provision that all applicable transfer taxes shall be shared equally by the parties and real estate taxes shall be prorated on a fiscal year basis.

Should LESSEE choose not to exercise such option, LESSEE forfeits all additional monies paid to LESSOR to hold this option.

15. Termination. Upon transfer of ownership, this Lease Agreement shall terminate and no further rents shall become due under it.

16. Third Party Offer. If during the term of this Lease Agreement LESSOR receives a bona fide offer from a third party to purchase the Leased Premises at a purchase price in excess of sixty two thousand dollars (\$62,000.00), LESSOR shall give LESSEE the privilege of purchasing the Leased Premises at the price and on the terms of the offer made by the third party. Notice of the offer must be delivered to LESSEE within seven (7) days from the date LESSOR received the offer. LESSEE must exercise this privilege by delivering written notice to LESSOR and by signing an agreement of sale within thirty (30) days of receiving notice of the offer. If LESSEE fails to exercise this privilege, LESSOR shall be free to sell the Leased Premises to the third party and this Agreement shall become null and void and all excess monies paid as set forth in Paragraph 14 above shall be returned to LESSEE.

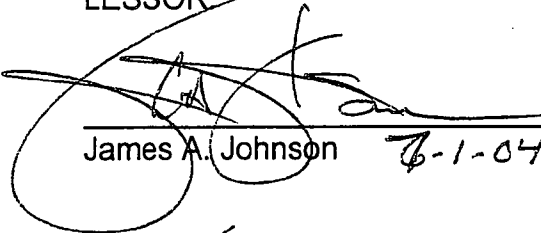
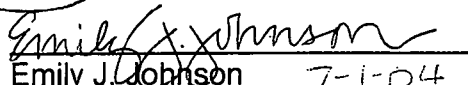
17. Access and Inspection by Lessor. Upon at least twenty-four (24) hours notice, LESSOR shall have the right to enter the Leased Premises or any part thereof for the purposes of inspection, maintenance, or repairs.

18. Entire Agreement. This Lease Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any other manner than by an agreement in writing, signed by LESSOR and LESSEE.

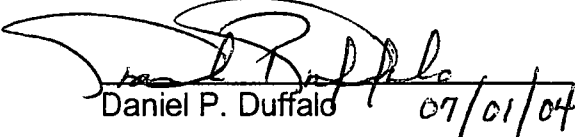

19. Successors and Assigns. This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the day and year first above written.

LESSOR:


James A. Johnson 6-1-04

Emily J. Johnson 7-1-04

LESSEE:


Daniel P. Duffalo 07/01/04

Deborah L. Duffalo 07-01-04

**AMENDMENT TO LEASE AGREEMENT
BETWEEN JAMES A. AND EMILY J. JOHNSON
AND DANIEL P. AND DEBORAH L. DUFFALO
DATED JULY 1, 2004**

WHEREAS James A. and Emily J. Johnson (hereinafter "Lessor") and Daniel P. and Deborah L. Duffalo (hereinafter "Lessee") desire to amend the Lease Agreement (hereinafter "Lease") entered into July 1, 2004, and

WHEREAS, this Amendment will be effective October 10, 2005, and

WHEREAS, said amendments are in consideration of the mutual promises hereunder set forth.

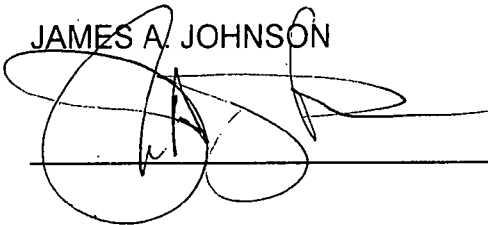
THEREFORE, it is agreed that the Lease between Lessor and Lessee is hereby amended as follows:

- a) Paragraph 14 – Purchase Option, shall be amended to reflect the purchase price of sixty-four thousand dollars (\$64,000.00).
- b) In addition to credits accrued during the term of the Lease, Lessor shall pay three percent (3%) of the purchase price toward Lessee's closing costs.

This Amendment constitutes a formal modification to the Lease referenced above. Except as herein modified, said Lease is in all other respects confirmed to continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

JAMES A. JOHNSON

A handwritten signature in dark ink, appearing to be 'JA Johnson', written over a horizontal line.

EMILY J. JOHNSON

A handwritten signature in dark ink, appearing to be 'Emily Johnson', written over a horizontal line.

DANIEL P. DUFFALO

A handwritten signature in dark ink, appearing to be 'Daniel P. Duffalo', written over a horizontal line.

DEBORAH L. DUFFALO

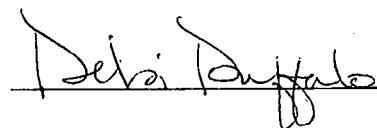
A handwritten signature in dark ink, appearing to be 'Debi Duffalo', written over a horizontal line.

EXHIBIT B

James A. Johnson
Emily J. Johnson
PO Box 58
Lanse, PA 16849

February 1, 2006

Daniel P. Duffalo
Deborah L. Duffalo
PO Box 95
Lanse, PA 16849

Dear Dan and Debi:

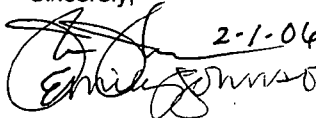
We have received and reviewed your letter dated January 23, 2006. Our acceptance of your termination of the lease agreement is contingent upon the following conditions:

1. The sum total of all excess monies paid towards the purchase price of the house, in the amount of four thousand dollars (\$4,000) is forfeited and will not be returned to you.
2. Prior to your evacuation of the premises, you will provide us the opportunity to transfer the utility services into our names and you will not cancel and shut off those services.

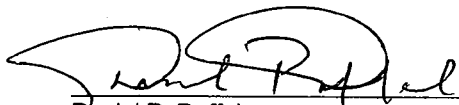
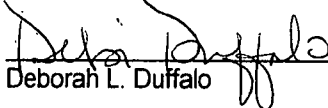
As per our earlier verbal agreement and as reiterated in your letter, no further rents will be due after February 28, 2006. Additionally, your security deposit in the amount of two thousand dollars (\$2000) will be returned to you on or before March 30, 2006 pending our assessment of the condition of the leased premises.

Please sign and date as indicated below to confirm your agreement with these conditions of lease termination. Please promptly return one signed copy to us and keep the second for your records.

Sincerely,

 2-1-06
Emily Johnson 2-1-2006

Jamie Johnson
Emily Johnson


Daniel P. Duffalo

Deborah L. Duffalo

2-03-06
Date

2-03-06
Date

EXHIBIT C

James and Emily Johnson
PO Box 58
Lanse, PA 16849

March 27, 2006

Deborah Duffalo
Daniel Duffalo
PO Box 95
Lanse, PA 16849

Dear Dan and Debi:

We have completed our inspection of the house and property located at 154 Chestnut Lane in Lanse, Pennsylvania, where you resided during the lease term beginning on July 1, 2004, and lasting until you terminated the lease agreement effective February 28, 2006. Following our inspection of the leased house and property, we have compiled a list of damages and unauthorized alterations to the house and property (see enclosed list).

Regrettably, we must retain your security deposit in the amount of \$2,000 to cover the damages and unauthorized alterations. Normal wear and tear was to be accepted, and such wear and tear has been noted and accepted; however, there were significant damages which exceed the definition of normal wear and tear. In order for us to bring the house and property back to suitable condition for selling purposes, we must invest greater than \$2,000. The enclosed list delineates the costs of damages and unauthorized alterations that we documented during our inspection.

Sincerely,



James Johnson
Emily Johnson

Enc.

List of damages beyond the reasonable expectation of "normal wear and tear"

<i>Damage description</i>	<i>Charge</i>
2 storm doors, front and back: missing	\$400 (\$100/door, purchase price, + \$100/door installation)
*additionally, interior front door shows extensive signs of water damage/wood rot because of missing storm door	
Fireplace hearth: cracked stone (large chunk broken off corner)	\$50
Back bedroom: damage to walls & doorframe (scuffs and holes on walls; patched and dented wall by light switch; replaced doorframe wood trim; windowsill gnawed apart on corner)	\$300
Middle bedroom (blue walls): crayon/marker marks on wall; holes in wall; failure to remove personal furniture (armoire) from closet	\$20
Throughout house (cupboards/cabinets/closet/bathrooms): failure to remove miscellaneous items, i.e. paper towels, cleaning supplies, vases)	\$20
Curtains: in kitchen, bottoms torn and shredded; in master bedroom, missing hardware and tie backs	\$20
Master bathroom: molding on bottom of shower stall torn off	\$50
Back door: cracks around door jamb as though lock had been forcibly opened	\$100

List of exterior damages beyond reasonable expectation of "normal wear and tear"

<i>Damage description</i>	<i>Charge</i>
Swingset: failure to remove from property	\$25
Back yard/burn barrel: failure to clean up and remove dog waste and burned remnants in barrel	\$75

List of unauthorized alterations

Reference: Lease Agreement, Section 8: Alterations and Improvements

"LESSEE shall make no alterations to the buildings on the Leased Premises or construct any building or make other improvements on the Leased Premises without the prior written consent of LESSOR."

<i>Description of Alteration</i>	<i>Charge</i>
Replaced carpet throughout living room and master bedroom	\$675
Repainted walls and interior doors throughout master bedroom, living room and back bedroom	\$600
Removed 2 of 3 privacy screens/windbreaks from back yard; removed lattice from all 3 screens	\$50

Total charges from all damages and unauthorized repairs: \$2,385

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

Type of Case: CIVIL ACTION

Type of Pleading: TEN DAY NOTICE

Filed on Behalf of:
Plaintiffs

Counsel of Record:
Pro Se

FILED ^{2cc}
DEC 07 2006 ^{Diff}

William A. Shaw
Prothonotary/Clerk of Courts

Deborah Duffalo

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

TEN-DAY NOTICE

DATE OF NOTICE: December 7, 2006

**TO: James A. Johnson
Emily J. Johnson
PO Box 58
Lanse, PA 16849**

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

FILED

DEC 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 762-2641

YOU CAN GET LEGAL HELP:

NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE TO GET LEGAL HELP. YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE TO GET LEGAL HELP.

IMPORTANT NOTICE

TO: James A. Johnson
Emily J. Johnson
PO Box 28
Lans, PA 16849

DATE OF NOTICE:

December 7, 2006

TEN-DAY NOTICE

Defendants:
James A. Johnson, and
Emily J. Johnson,
v.
Plaintiffs:
Daniel P. Buffalo, and
Deborah L. Buffalo,

No. 2006-1707-CD

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

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

Type of Case: CIVIL ACTION

Type of Pleading: CERTIFICATE OF SERVICE

Filed on Behalf of:
Plaintiffs

Counsel of Record:
Pro Se

FILED^{2cc}
01:00 PM Piff
DEC 07 2006

William A. Shaw
Prothonotary/Clerk of Courts

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

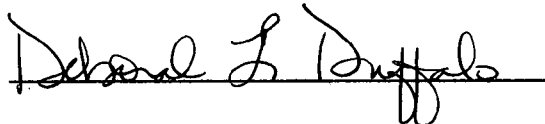
CERTIFICATE OF SERVICE

The Complaint and Praeipe to Attach Exhibits were served upon Defendants on
November 13, 2006 via First Class Mail to the following address:

James A. Johnson
Emily J. Johnson
PO Box 58
Lanse, PA 16849

Respectfully submitted,

Dated: December 7, 2006



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

No. 2006-1103-CD

Defendants:
Daniel P. Duffalo, and
Deborah L. Duffalo.

Plaintiff:

v.
James A. Johnson, and
Emily J. Johnson,

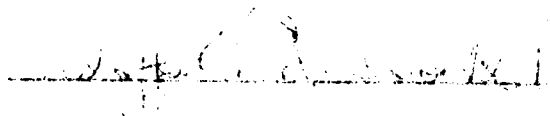
Defendants.

CERTIFICATE OF SERVICE

The Complaint and Petition to Attach Exhibits were served upon Defendants on November 13, 2006 via first class mail to the following address:

James A. Johnson
Emily J. Johnson
PO Box 28
Lanser, PA 16849

Respectfully submitted,



Dated: December 7, 2006

William A. Shaw
Prothonotary/Clerk of Courts

FILED
DEC 07 2006

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

Type of Pleading: Preliminary Objections

Filed on Behalf of: Defendants

Counsel of Record for this Party:

Kim C. Kesner, Esquire
Supreme Ct. I.D. 28307

23 North Second Street
Clearfield, PA 16830
(814) 765-1706

Other Counsel of Record:
Pro Se

FILED

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William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL P. DUFFALO and DEBORAH	:	No. 06-1707-CD
L. DUFFALO,	:	
Plaintiffs	:	
	:	
vs.	:	
	:	
JAMES A. JOHNSON and EMILY J.	:	
JOHNSON,	:	
Defendants	:	

PRELIMINARY OBJECTIONS

AND NOW, comes the Defendants, James A. Johnson and Emily J. Johnson by their attorney, Kim C. Kesner, Esquire and files the following Preliminary Objection in accordance with Pa.R.Civ.P. Rule 1028(a)(1):

1. Improper Form of Service of Complaint

1.1 Plaintiffs' Complaint was prepared and filed Pro Se on November 7, 2006.

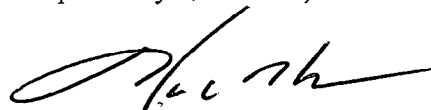
1.2 Plaintiffs purported to serve the Complaint upon Defendants by mailing a copy of the Complaint to Defendants by regular mail.

1.3 Pa.R.Civ.P. Rule 400 requires that original service shall be served within the Commonwealth only by the Sheriff.

1.4 Thirty (30) days has expired from the filing of Plaintiffs' Complaint.

WHEREFORE, Plaintiffs' Complaint must be dismissed under Pa.R.Civ.P. Rule 1028(a)(1) for improper form of service.

Respectfully submitted,



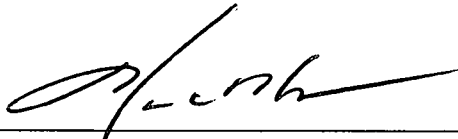
Kim C. Kesner, Esquire
Attorney for Defendants

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 11th day of December, 2006, I caused to be served a true and correct copy of the Preliminary Objections of Defendants by U.S. First Class Mail, Postage Prepaid on the following:

Daniel P. & Deborah L. Duffalo
1766 Treasure Lake
DuBois, PA 15801
Plaintiffs – Pro Se

Date: 12-11-06



Kim C. Kesner, Esquire

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

Type of Case: CIVIL ACTION

Type of Pleading: RESPONSE TO
DEFENDANTS' PRELIMINARY OBJECTIONS

Filed on Behalf of:
Plaintiffs

Counsel of Record:
Pro Se

Other Counsel of Record:
Kim C. Kesner, Esq.

FILED

02:37 p.m. 6K

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William A. Shaw
Prothonotary/Clerk of Courts

(60)

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

Daniel P. Duffalo, and	:	No. 2006-1707-CD
Deborah L. Duffalo,	:	
	:	Type of Case: CIVIL ACTION
	:	
Plaintiffs,	:	Type of Pleading: RESPONSE TO
	:	DEFENDANTS' PRELIMINARY OBJECTIONS
	:	
v.	:	Filed on Behalf of:
	:	Plaintiffs
	:	
James A. Johnson, and	:	Counsel of Record:
Emily J. Johnson,	:	Pro Se
	:	
	:	Other Counsel of Record:
	:	Kim C. Kesner, Esq.
Defendants.	:	

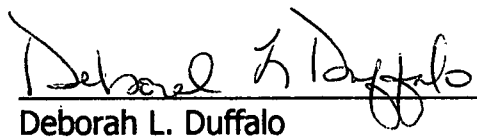
RESPONSE TO DEFENDANTS' PRELIMINARY OBJECTIONS

COMES NOW, Plaintiffs and respond to Defendants' Preliminary Objections:

1. Defendants claim that service of the Complaint in the above referenced matter is improper in that it was served by regular mail.
2. Defendants claim that Pa.R.Civ.P. Rule 400 requires that original service of the Complaint must be made by the Sheriff.
3. Plaintiffs' Complaint was filed in response to a Notice of Appeal filed by Defendants on October 18, 2006.
4. Based on the foregoing, and pursuant to Pa. R.C.P.D.J. 1005(D) service of the Complaint in this matter is proper.

WHEREFORE, Plaintiffs request that Defendants' Preliminary Objections be dismissed and that sanctions be imposed on Defendants for filing a frivolous motion.

Respectfully submitted,


Deborah L. Duffalo

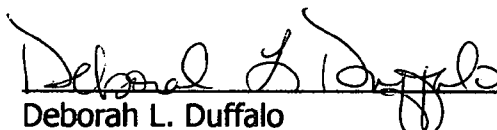
CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 28th day of December, 2006, I caused to be served a true and correct copy of the Response to Defendants' Preliminary Objections by U.S. First Class Mail, Postage Prepaid on the following:

Kim C. Kesner, Esq.
23 North Second Street
Clearfield, PA 16830

Date:

12.28.2006


Deborah L. Duffalo

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the _____ day of December, 2006, I caused to be served a true and correct copy of the Response to Defendants' Preliminary Objections by U.S. First Class Mail, Postage Prepaid on the following:

Jim C. Keener, Esq.
33 North Second Street
Charlottesville, VA 22902

Jeffrey L. Duffalo

Date

FILED

DEC 28 2006

William A. Shaw
Prothonotary/Clerk of Court

1A

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

DANIEL DUFFALO AND DEBORAH :

vs.

: No. 06-1707-CD
:
:
:

JAMES A. JOHNSON


EMILY J. JOHNSON

ORDER

AND NOW, this 6th day of March, 2007, it is the ORDER of the Court that argument on Defendant's Preliminary Objections in the above-captioned matter has been scheduled for **Tuesday, April 3, 2007 at 9:30 A.M.**, in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA. One half (1/2) hour has been allotted for purpose of this hearing.

It is the responsibility of Defendants Counsel to serve certified copies of said scheduling Order on the Plaintiff.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

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01:47 PM
MAR 06 2007
Att. Kesner
@

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

Type of Pleading: Praecepto to
Withdraw Preliminary Objections

Filed on Behalf of: Defendants

Counsel of Record for this Party:

Kim C. Kesner
Supreme Ct. I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

Other Counsel of Record:
Pro Se

FILED 30C
01/3:00 PM
MAR 29 2007 Amy Kesner

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

PRAECIPE TO WITHDRAW
PRELIMINARY OBJECTIONS

TO: WILLIAM A. SHAW, PROTHONOTARY:

Please mark Defendants' Preliminary Objections withdrawn.

Respectfully Submitted,



Kim C. Kesner, Esquire
Attorney for Defendants

FILED

MAR 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P.O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

(3)

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

DANIEL P. DUFFALO and DEBORAH L. :
DUFFALO, :

Plaintiffs :

vs. :

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :

Defendants :

No. 06-1707-CD

Type of Case: Civil

Type of Pleading:
Defendants' Answer, New Matter
and Counterclaim

Filed on Behalf of: Defendants

Counsel of Record for this Party:

Kim C. Kesner
Supreme Ct. I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

Other Counsel of Record:
Pro Se

FILED 3CC
012:59/301 Atty Kesner
MAR 29 2007 @

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL P. DUFFALO and DEBORAH L. :
DUFFALO, :

Plaintiffs :

vs. :

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :

Defendants :

NOTICE

TO: Daniel P. and Deborah L. Duffalo
1766 Treasure Lake
DuBois, PA 15801

You are hereby notified to file a written response to the enclosed Answer, New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.

Kim C. Kesner, Esquire
Attorney for Defendants
Supreme Ct. I.D. 28307
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

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

DANIEL P. DUFFALO and DEBORAH L. :
DUFFALO, :

Plaintiffs :

vs. :

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :

Defendants :

DEFENDANTS' ANSWER, NEW MATTER
AND COUNTERCLAIM

AND NOW, comes the Defendants, James A. Johnson and Emily J. Johnson, by their
Attorneys, Kim C. Kesner, Esquire, and Belin, Kubista & Ryan and files the following:

Answer

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.

11. Admitted in part and denied in part. It is admitted that Plaintiffs vacated and relinquished possession of the leased premises on or about February 28, 2006, in accordance with their written agreement with Defendants. It is admitted that Plaintiffs made unauthorized alterations to the leased premises. It is specifically denied that Plaintiffs made improvements and/or authorized alterations.

12. The averments contained in Paragraph 12 are specifically denied. Plaintiffs belief that no damages existed to the leased premises at the time they vacated is false and unsupportable. As averred in Paragraph 12 of Plaintiffs' Complaint, Defendants provided Plaintiffs a written listing and description of all damages and unauthorized alterations which were properly chargeable against the security deposit. It is specifically denied that Defendants acted in bad faith and/or breached the parties Agreement of February 1, 2006.

WHEREFORE, Defendants respectfully requests this Honorable Court to enter judgment in their favor against Plaintiffs, dismissing Plaintiffs' Complaint.

New Matter

13. Paragraph 8 of the Lease Agreement between Plaintiffs and Defendants dated July 1, 2004, ("Lease Agreement") prohibited alterations to the leased premises without the prior written consent of Defendants.

14. Plaintiffs never sought nor obtained from Defendants prior written consent for the alleged improvements averred in Paragraph 11 of Plaintiffs' Complaint.

15. The making of unauthorized alterations as averred in Paragraph 11 of Plaintiff's Complaint was a breach of the Lease Agreement.

16. Paragraph 8 of the Lease Agreement provides that any improvements would be property of the Defendants at the expiration or termination of the Lease Agreement.

WHEREFORE, Defendants respectfully requests this Honorable Court to enter judgment in their favor against Plaintiffs, dismissing Plaintiffs' Complaint.

Counterclaim

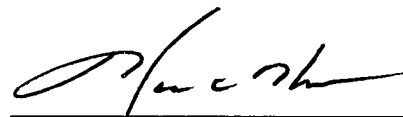
17. Paragraph 12 of the Lease Agreement required Plaintiffs to maintain the leased premises "in a clean and sanitary condition at all times..." Paragraph 6 of the Lease Agreement required Plaintiffs to surrender the leased premises "...free of substances, broom cleaned and in good order and condition except for reasonable wear and tear thereof."

18. Plaintiffs vacated the leased premises with unrepaired damages and unauthorized authorization including but no limited to those listed and described in Exhibit "C" to Plaintiffs' Complaint.

19. The cost to repair the damages and/or restore unauthorized alterations exceeds \$2,000.00 but does not exceed \$25,000.00.

WHEREFORE, Defendants respectfully requests this Honorable Court to enter judgment in their favor against Plaintiffs in an amount to be determined not to exceed \$25,000.00.

Respectfully submitted,



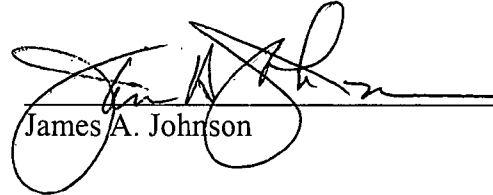
Kim C. Kesner, Esquire
Attorney for Defendant
Supreme Ct. I.D. 28307

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

VERIFICATION

I, James A. Johnson, verify that the statements made in this Answer, New Matter and Counterclaim 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 falsifications to authorities.

Date: 3/29/07


James A. Johnson

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

DANIEL P. DUFFALO and DEBORAH L. :
DUFFALO, :

Plaintiffs :

vs. :

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :

Defendants :


CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 29 day of March, 2007, I caused to be served a true and correct, time stamped copy of the Defendants' Answer, New Matter and Counterclaim to Plaintiffs' Complaint, on the following and in the manner indicated below:

By United States Mail, Regular Mail, Addressed as Follows:

Mr. and Mrs. Daniel P. Duffalo
1766 Treasure Lake
DuBois, PA 15801

Date: 3/29/2007



Kim C. Kesner, Esquire

FILED

MAR 29 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN

ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

Type of Case: CIVIL ACTION

Type of Pleading: PRELIMINARY OBJECTION
TO DEFENDANTS'
COUNTERCLAIM

Filed on Behalf of:
Plaintiffs

Counsel of Record:
Pro Se

Other Counsel of Record:
Kim C. Kesner, Esq.

FILED 2cc Piffs
0/3:40um
APR 18 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

Daniel P. Duffalo, and	:	No. 2006-1707-CD
Deborah L. Duffalo,	:	
	:	
	:	
Plaintiffs,	:	PRELIMINARY OBJECTION TO DEFENDANTS'
	:	COUNTERCLAIM
v.	:	
	:	
James A. Johnson, and	:	
Emily J. Johnson,	:	
	:	
	:	
Defendants.	:	

PRELIMINARY OBJECTION TO DEFENDANTS' COUNTERCLAIM

COMES NOW, Plaintiffs, Daniel P. Duffalo and Deborah L. Duffalo and file the following Preliminary Objection in accordance with Pa.R.Civ.P. Rule 1028(a)(3):

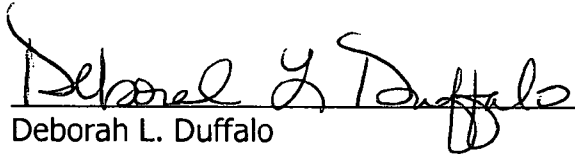
1. Lack of Specificity

1.1 Defendants' Counterclaim asserts that the cost to repair damages and/or restore unauthorized alterations exceeds \$2,000.00 but does not exceed \$25,000.00.

1.2 Defendants' Counterclaim lacks specificity in the amount Defendants are requesting.

WHEREFORE, based on the foregoing Plaintiffs request that Defendants' Counterclaim be dismissed.

Respectfully submitted,


Deborah L. Duffalo

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 18th day of April, 2007, I caused to be served a true and correct copy of the Preliminary Objection to Defendants' Counterclaim by U.S. First Class Mail, Postage Prepaid on the following:

Kim C. Kesner, Esq.
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

Date: 4-18-2007

Deborah L. Duffalo
Deborah L. Duffalo

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

DANIEL P. DUFFALO and
DEBORAH L. DUFFALO,
Plaintiffs

vs.

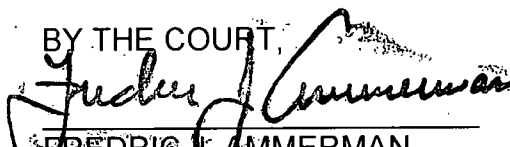
JAMES A. JOHNSON and
EMILY J. JOHNSON,
Defendants

*
*
*
* NO. 06-1707-CD
*
*
*

ORDER

NOW, this 13th day of June, 2007, it is the ORDER of this Court that argument on the Plaintiffs' Preliminary Objection to Defendants' Counterclaim be and is hereby scheduled for the 10th day of July, 2007 at 2:00 p. m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED

0/2:19pm
JUN 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

ICC Piffs @
1766 Treasure
Lake
DuBois PA 15801

ICC Amy Kesner

(CR)

DATE 6-13-07

 / You are responsible for serving all appropriate parties.

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

 X Plaintiff(s) Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

FILED

JUN 13 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

DANIEL P. DUFFALO and
DEBORAH L. DUFFALO

-VS-

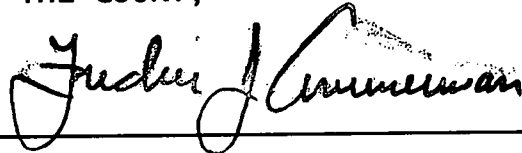
JAMES A. JOHNSON and
EMILY J. JOHNSON

No. 06-1707-CD

O R D E R

AND NOW, this 10th day of July, 2007, following
argument on the Preliminary Objection filed by the
Plaintiffs to the Defendants' Counterclaim, it is the ORDER
of this Court that said Preliminary Objection be and is
hereby dismissed.

BY THE COURT,



President Judge

FILED
9/10/16um
JUL 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

3cc:
Plffs @
1766 Treasure Lk.
Du Bois PA 15801
Attys:
KESNER
(60)

DATE: 7-16-07

☐ 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:

FILED

JUL 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

Type of Case: CIVIL ACTION

Type of Pleading: PLAINTIFFS' REPLY TO
DEFENDANTS' NEW MATTER AND ANSWER TO
COUNTERCLAIM

Filed on Behalf of:
Plaintiffs

Counsel of Record:
Pro Se

Other Counsel of Record:
Kim C. Kesner, Esq.

FILED

0 3:51 P.M. GK

JUL 30 2007

2 CC TO PIFE

William A. Shaw
Prothonotary/Clerk of Courts

(6K)

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

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

Daniel P. Duffalo, and	:	No. 2006-1707-CD
Deborah L. Duffalo,	:	
	:	Type of Case: CIVIL ACTION
Plaintiffs,	:	
	:	Type of Pleading: PLAINTIFFS' REPLY TO
	:	DEFENDANTS' NEW MATTER AND ANSWER TO
	:	COUNTERCLAIM
v.	:	
	:	Filed on Behalf of:
	:	Plaintiffs
	:	
James A. Johnson, and	:	Counsel of Record:
Emily J. Johnson,	:	Pro Se
	:	
	:	Other Counsel of Record:
	:	Kim C. Kesner, Esq.
Defendants.	:	

REPLY TO DEFENDANTS' NEW MATTER AND ANSWER TO COUNTERCLAIM

COMES NOW, Plaintiffs and answers Defendants' New Matter and Counterclaim:

I. Reply to New Matter

13. Admitted.

14. Admitted; however, Plaintiffs did receive verbal authorization from Defendant James Johnson to make the stated improvements.

15. Denied. Paragraph 8 of the Lease Agreement simply allows for the improvements to become the property of the Lessor.

16. Admitted.

II. Answer to Counterclaim

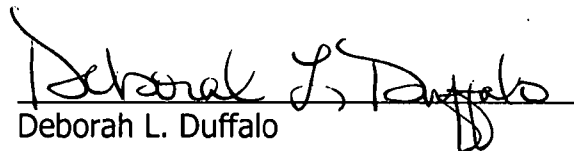
17. Admitted.

18. Denied. Verbal authorization was received prior to making improvements at the leased premises.

19. After reasonable investigation, Plaintiff is unable to determine the truth or falsity of allegations contained in Paragraph 19 of Defendants' Counterclaim and therefore denies the same and demands strict proof thereof at trial.

WHEREFORE, Plaintiffs request that judgment be entered in their favor against Defendants, dismissing Defendants' New Matter and Counterclaim.

Respectfully submitted,

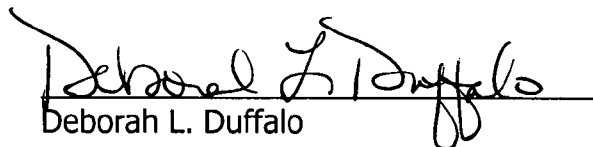

Deborah L. Duffalo

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 30th day of July, 2007, I caused to be served a true and correct copy of PLAINTIFFS' ANSWER TO DEFENDANTS' NEW MATTER AND COUNTERCLAIM by U.S. First Class Mail, Postage Prepaid on the following:

Kim C. Kesner, Esq.
BELIN, KUBISTA & RYAN
15 North Front Street
PO Box 1
Clearfield, PA 16830

Date: 7-30-2007


Deborah L. Duffalo

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

FILED

SEP 17 2007

0/10:25/ William A. Shaw
Prothonotary/Clerk of Courts

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

Type of Case: CIVIL ACTION

Type of Pleading: Civil Trial Listing/Certificate
of Readiness

Filed on Behalf of:
Plaintiffs

Counsel of Record:
Pro Se

Other Counsel of Record:
Kim C. Kesner, Esq.

Filed by:
Daniel P. Duffalo
Deborah L. Duffalo
1766 Treasure Lake
DuBois, PA 15801
814/375-2111

Daniel P. Duffalo

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

Civil Trial Listing/Certificate of Readiness

Plaintiffs: Daniel P. Duffalo
Deborah L. Duffalo

No. 2006-1707-CD

Defendants: James A. Johnson
Emily J. Johnson

To the Prothonotary:

Arbitration Limit: \$2,000

Type of Trial Requested: Jury Non-Jury XX Arbitration

Estimated Trial Time: 2 hours

Jury Demand Filed by:

Date Jury Demand Filed:

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.

Deborah L. Duffalo
(Signature)

9-17-2007
(Date)

For the Plaintiff: Pro Se 814/375-2111 Telephone Number

For the Defendant: Kim Kesner, Esq. 814/765-8972 Telephone Number

For Additional Defendant: Telephone Number

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

Name: Daniel P. Duffalo Address: 1766 Treasure Lake City/State/Zip: DuBois, PA 15801

Name: Deborah L. Duffalo Address: 1766 Treasure Lake City/State/Zip: DuBois, PA 15801

Name: Kim Kesner, Esq. Address: 15 N Front St, POB 1 City/State/Zip: Clearfield, PA 16830

Name: Address: City/State/Zip:

Name: Address: City/State/Zip:

Name: Address: City/State/Zip:

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

Civil Trial Listing/Certificate of Readiness

No. 2006-1707-CD

Plaintiffs: Daniel P. Duffalo
Deborah L. Duffalo

Defendants: James A. Johnson
Emily J. Johnson

To the Prothonotary:

Arbitration Limit: \$2,000
Type of Trial Requested: Jury Non-Jury XX Arbitration
Estimated Trial Time: 2 hours

Jury Demand Filed by: _____
Date Jury Demand Filed: _____

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

9-17-2007
(Date)

Daniel P. Duffalo
(Signature)

For the Plaintiff: Pro Se _____ 814/372-5111 Telephone Number

For the Defendant: Kim Kesner, Esq. _____ 814/762-8975 Telephone Number

For Additional Defendant: _____ Telephone Number

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

Name: Daniel P. Duffalo Address: 1766 Treasure Lake City/State/Zip: DuBois, PA 15801
Name: Deborah L. Duffalo Address: 1766 Treasure Lake City/State/Zip: DuBois, PA 15801
Name: Kim Kesner, Esq. Address: 15 N Front St, POB 175 City/State/Zip: Clearfield, PA 16830
Name: _____ Address: _____ City/State/Zip: _____
Name: _____ Address: _____ City/State/Zip: _____
Name: _____ Address: _____ City/State/Zip: _____

FILED
SEP-17-2007

Prothonotary/Clerk of Courts
William A. Shaw, Esq.
DuBois, PA 15801

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

DANIEL P. DUFFALO and
DEBORAH DUFFALO

vs.

JAMES A. JOHNSON and
EMILY JOHNSON

No. 06-1707-CD

ORDER

NOW, this 7th day of January, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, February 5, 2008 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:

Earle D. Lees, Esquire, Chairman

R. Denning Gearhart, Esquire

J. Richard Lhota, 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. Hammerman
FREDRIC J. HAMMERMAN
President Judge

FILED

012:39:04
JAN 07 2008

6 CC
CIA

William A. Shaw
Prothonotary/Clerk of Courts

6K

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

Type of Pleading: Certificate of
Service

Filed on Behalf of: Defendants

Kim C. Kesner
Supreme Ct. I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

Other Counsel of Record:
Pro Se

FILED^{icc}

01:48:30
FEB 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL P. DUFFALO and DEBORAH :
L. DUFFALO, :
Plaintiffs :

vs. :

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :
Defendants :

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 4th day of February, 2008, I caused to be served a certified copy of Motion for Continuance and Order dated February 4, 2008 on the following and in the manner indicated below:

By Facsimile (814-768-1296) and
United States Mail
Addressed as Follows:

Mr. and Mrs. Daniel P. Duffalo
1766 Treasure Lake
DuBois, PA 15801

Date:

2/4/2008


Kim C. Kesner, Esquire

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

Type of Pleading: Motion for
Continuance

Filed on Behalf of: Defendants

Kim C. Kesner
Supreme Ct. I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

Other Counsel of Record:
Pro Se

FILED ^{2cc}
01/10/08
FEB 04 2008
Ang Kesner
60

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL P. DUFFALO and DEBORAH :
L. DUFFALO, :
Plaintiffs :

vs. :

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :
Defendants :

MOTION FOR CONTINUANCE

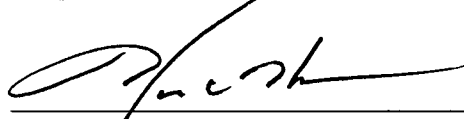
TO: The Honorable Judges of Said Court

AND NOW COMES, James A. Johnson and Emily J. Johnson, Defendants by their counsel Kim C. Kesner, Esquire, who move for a continuance of the Arbitration trial scheduled on Tuesday, February 5, 2008, and in support thereof aver:

1. Defendant James A. Johnson who is the principal witness for Defendant fell down a flight of stairs on Tuesday, January 29, 2008, and suffered a broken neck. The fall fractured his C7 vertebrae.
2. He was treated initially at DuBois Hospital and then taken to the trauma unit of UPMC, Pittsburgh where he remained until Thursday, January 31, 2008.
3. He was discharged with restrictions. His participation in the trial would be difficult, possibly painful and might affect his rehabilitation.
4. This is the first continuance requested by Defendants.

WHEREFORE, Defendants respectfully requests this Honorable Court to grant them a continuance of at least thirty (30) days of the Arbitration Trial.

Respectfully submitted,



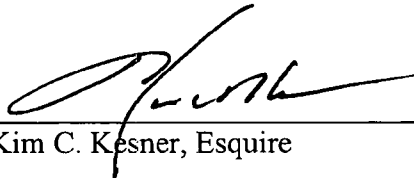
Kim C. Kesner, Esquire
Attorney for Defendants

VERIFICATION

I, Kim C. Kesner, Esquire, verify that the statements made in the foregoing petition 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:

2/4/2008



Kim C. Kesner, Esquire

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,
Plaintiffs

vs.

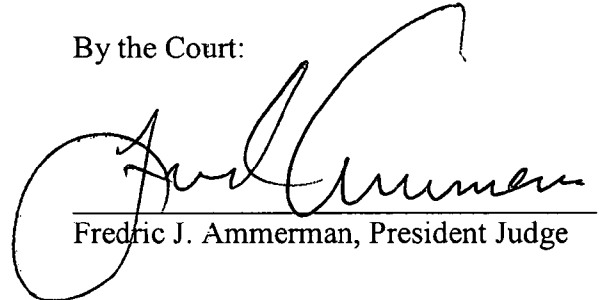
No. 06-1707-CD

JAMES A. JOHNSON and EMILY J.
JOHNSON,
Defendants

ORDER

AND NOW, this 4th day of Feb., 2008, upon consideration of Defendants Motion for Continuance, the Motion is hereby granted and the Arbitration Trial scheduled for Tuesday, February 5, 2008, is hereby rescheduled. The Court Administrator shall reschedule this matter at the next Arbitration listing not less than thirty (30) days hereof.

By the Court:


Fredric J. Ammerman, President Judge

FILED
01/10/11/2008
FEB 04 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc
Atty Kosner
(will serve)
(6K)

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

Type of Pleading: Certificate of
Service

Filed on Behalf of: Defendants

Kim C. Kesner
Supreme Ct. I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

Other Counsel of Record:
Pro Se

FILED ICC AH
0/11:00 am Kesner
FEB 05 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

CERTIFICATE OF SERVICE

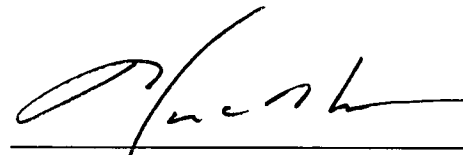
AND NOW, I do hereby certify that on the 4th day of February, 2008, in accordance with Pa.R.Civ.P. Rule 1305, notice was provided to Plaintiffs of the intention to offer a written estimate of damage and the costs of repair at hearing (a copy of the document to be offered is annexed hereto as Exhibit "A") on the following and in the manner indicated below:

United States Mail
Addressed as Follows:

Mr. and Mrs. Daniel P. Duffalo
1766 Treasure Lake
DuBois, PA 15801

Date:

2/4/08



Kim C. Kesner, Esquire

HERTLEIN CONTRACTING
&
REAL ESTATE INVESTMENTS

OWNER
TIMOTHY L. HERTLEIN SR.
PO BOX 142
DRIFTING, PA 16834

- 10 YEARS IN BUSINESS DOING ALL TYPES OF REMODELING
- FIXING UP OF OLDER HOMES
- NEW CONSTRUCTION

REPAIR ESTIMATE FOR LANSE PROPERTY

STORM DOORS (2 missing)

Replacement - Materials & labor \$596.00

REAR EXTERIOR DOOR

Needs replaced due to split when forcibly opened

Replacement - Materials & labor \$695.00

FRONT EXTERIOR DOOR

Needs replaced due to damage to bottom of door and sill rotting out
due to the storm door missing

Replacement - Materials & labor \$695.00

FIREPLACE HEARTH

Corner of stone broken off

Repair - Materials & labor \$100.00

MASTER BEDROOM

Walls have holes, scuffs and scratches

Wall repairs and repainting

Materials and labor \$295.00

Trim around doorway needs replaced

Materials and labor \$ 75.00

Broken window sill replaced

Materials and labor \$ 65.00

GUEST BEDROOM

Walls have holes, scratches, and marks

Wall repairs and repainting

Materials and labor \$295.00

SHOWER STALL

Replacement of missing molding strip

Materials and labor

\$ 35.00

LIVING ROOM

Wall trim damaged and walls marked

Repainting - Materials and labor

\$245.00

REAR DECK AND YARD

Lattice removal and disposal

Swing set dismantle and removal

Labor and refuse cost

\$125.00

TOTAL ESTIMATE COST OF REPAIRS

WITH MATERIALS AND LABOR

\$3221.00

Timothy L. Hertlein Sr. Feb. 3, 2008

A handwritten signature in cursive script, reading "Timothy L. Hertlein Sr.", written over a horizontal line.

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

DANIEL P. DUFFALO and DEBORAH:
L. DUFFALO

vs.

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J.
JOHNSON

ORDER

AND NOW, this 15th day of February, 2008, it is the ORDER of the Court that the above-captioned matter shall be and is hereby rescheduled for Arbitration on **Tuesday, April 22, 2008 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Earle D. Lees, Jr., Esquire, Chairman

R. Denning Gearhart, Esquire

J. Richard Lhota, 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.

FILED SCC
01/31/2008 C/A
FEB 15 2008
(GR)

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:



FREDRIC J. AMMERMAN

President Judge

UA

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

DANIEL P. DUFFALO and DEBORAH:
L. DUFFALO

vs.

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J.
JOHNSON

ORDER

AND NOW, this 7th day of March, 2008, it is the ORDER of the Court that the above-captioned matter shall be and is hereby rescheduled for Arbitration from April 22, 2008 to **Tuesday, May 13, 2008 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Earle D. Lees, Jr., Esquire, Chairman

R. Denning Gearhart, Esquire

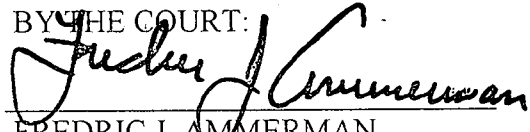
J. Richard Lhota, Esquire

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.

FILED
01/31/28/04
MAR 07 2008
6CC
CIA

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

STIPULATION

Counsel of Record for This Party:

Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 - facsimile

FILED

APR 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

3 cent to
Att

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,
Plaintiffs


vs.

No. 06-1707-CD


JAMES A. JOHNSON and EMILY J.
JOHNSON,
Defendants

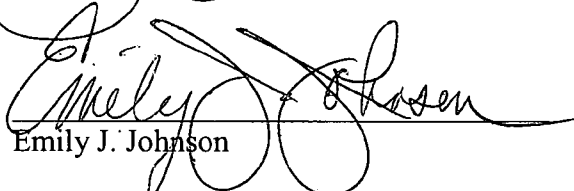
STIPULATION

NOW, THIS 1st day of April, 2008, upon stipulation of JAMES A. JOHNSON and EMILY J. JOHNSON and their counsel, KIM C. KESNER, it is hereby agreed that KIM C. KESNER is permitted to withdraw as counsel for JAMES A. JOHNSON and EMILY J. JOHNSON, Defendants in the above-captioned action.



Kim C. Kesner, Esquire



James A. Johnson


Emily J. Johnson

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

PRAECIPE FOR WITHDRAWAL
OF APPEARANCE

Counsel of Record for This Party:

Kim C. Kesner, Esquire
Supreme Ct.I.D. 28307

BELIN, KUBISTA & RYAN LLP
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 - facsimile

FILED

APR 02 2008

William A. Shaw

Prothonotary/Clerk of Courts

3 cert to App

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

DANIEL P. DUFFALO and DEBORAH :
L. DUFFALO, :
Plaintiffs :

vs. :

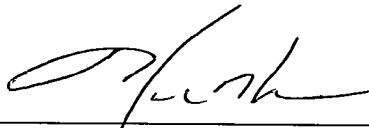
No. 06-1707-CD

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :
Defendants :

PRAECIPE FOR WITHDRAWAL OF APPEARANCE

TO WILLIAM SHAW, PROTHONOTARY:

Pursuant to the Stipulation dated April 1, 2008, please withdraw my appearance as counsel for **JAMES A. JOHNSON** and **EMILY J. JOHNSON**, Defendants in the above-captioned action.



Kim C. Kesner, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Daniel Duffalo and Deborah Duffalo

vs.

James A. Johnson and Emily J. Johnson

No. 2006-01707-CD

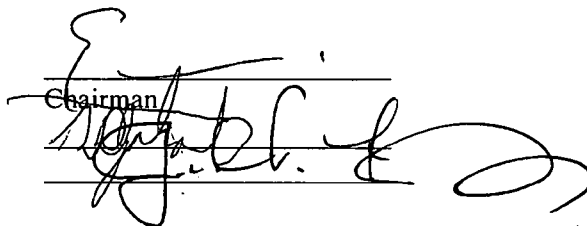
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 13th day of May, 2008, 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.

Earle D. Lees, Jr., Esq.

R. Denning Gearhart, Esq.

J. Richard Lhota, Esq.

Chairman


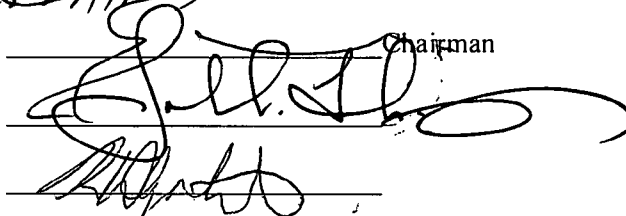
Sworn to and subscribed before me this
May 13, 2008

William A. Shaw
Prothonotary

AWARD OF ARBITRATORS

Now, this 13th day of MAY, 2008, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

JUDGMENT IN FAVOR OF PLAINTIFFS
FOR ONE THOUSAND EIGHT HUNDRED (\$1,800.00)
DOLLARS. JUDGMENT AGAINST THE DEFENDANTS
ON THE COUNTERCLAIM

Chairman


(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 13th day of May, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

William A. Shaw
Prothonotary
By _____

FILED
0110:51301
MAY 13 2008

William A. Shaw
Prothonotary/Clerk of Courts
Notice to Piff - 1766 Treasure Lake
DuBois, PA 15801

Notice to Def - PO Box 58
Lanser, PA 16849

Notices mailed 5/13/08.

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

COPY

Daniel Duffalo and Deborah Duffalo

:

Vs.

: No. 2006-01707-CD

:

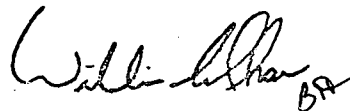
James A. Johnson and Emily J. Johnson

NOTICE OF AWARD

TO: Daniel Duffalo and Deborah Duffalo

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 13, 2008, and have awarded:

Judgment in favor of Plaintiffs for One Thousand Eight Hundred (\$1,800.00) Dollars. Judgment against the Defendants on the Counterclaim.



William A. Shaw, Prothonotary

May 13, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on May 13, 2008, at 10:57 a.m..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$825.00.

COPY

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

Daniel Duffalo and Deborah Duffalo

:

Vs.

: No. 2006-01707-CD

:

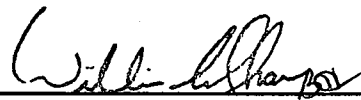
James A. Johnson and Emily J. Johnson

NOTICE OF AWARD

TO: James A. Johnson and Emily J. Johnson

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 13, 2008, and have awarded:

Judgment in favor of Plaintiffs for One Thousand Eight Hundred (\$1,800.00) Dollars. Judgment against the Defendants on the Counterclaim.



William A. Shaw, Prothonotary

May 13, 2008

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on May 13, 2008, at 10:57 a.m..

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$825.00.

Arb.
5/13

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

No. 06-1707-CD

Type of Case: Civil

Type of Pleading: Defendant's
Pre-Trial Statement

Filed by and on Behalf of:
Defendants

Counsel of Record: Pro Se

Other Counsel of Record: Pro Se

RECEIVED

MAY 06 2008

Court Administrator's
Office

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

DEFENDANTS' PRE-TRIAL STATEMENT

TO: Earle D. Lees, Jr., Esquire, Chairman, Board of Arbitrators

AND NOW COMES, Defendants James A. Johnson and Emily J. Johnson, Pro
Se, and file this Pre-Trial Statement in accordance with Clearfield County Rule 1306A.

A. STATEMENT OF THE DEFENSE

This is an appeal of a Magistrate's verdict in a landlord tenant action
pursued pro se by Plaintiffs. Plaintiffs seek recovery of their two thousand dollar
(\$2,000.00) security deposit.

In paragraph 12 of the Complaint, Plaintiffs acknowledge that Defendants,
in accordance with the Pa. Landlord Tenant Act, delivered a list and
quantification of damages to the leased premises justifying retention of the
security deposit. A copy of the damage list is attached to the Complaint as well as
this Pre-Trial Statement.

In response, Plaintiffs assert in conclusory form that they "believe and therefore aver that no damages existed to the leased premises at the time of their removal..." and that the Defendants' retention of the security deposit was in bad faith. Complaint, paragraph 13.

In defense of Plaintiffs' action, Defendants will establish that their identification of damages was accurate, that their estimates were reasonable and in good faith and that their actual damages exceeded the security deposit. Defendants will provide a written estimate of the cost of damages as obtained and prepared by an independent and objective contractor (attached).

B. DEFENDANTS' LIST OF WITNESSES

1. Defendant, James A. Johnson
2. Defendant, Emily J. Johnson
3. Timothy L. Hertlein, Sr., t/a Hertlein Contracting
4. Plaintiff, Daniel P. Duffalo
5. Plaintiff, Deborah L. Duffalo

C. STATEMENT OF DAMAGES

See attached (photo documentation to accompany printed list).

D. INDEPENDENT ESTIMATE OF DAMAGES

See attached.

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

CERTIFICATE OF SERVICE

This is to certify that We the Defendants have served a copy of our Pre-Trial
Statement in the above captioned matter on the following parties by First-Class United
States mail on the 6th day of May 2008:

Mr. and Mrs. Daniel P. Duffalo
1766 Treasure Lake
DuBois, PA 15801

Earl D. Lees, Esquire
109 N. Brady Street
PO Box 685
DuBois, PA 15801

R. Denning Gearhart, Esquire
207 E. Market Street
Clearfield, PA 16830

J. Richard Lhota, Esquire
110 North Second Street
Clearfield, PA 16830

James A. Johnson & Emily J. Johnson, Defendants

List of damages beyond the reasonable expectation of "normal wear and tear"

<i>Damage description</i>	<i>Charge</i>
2 storm doors, front and back: missing	\$400 (\$100/door, purchase price, + \$100/door installation)
*additionally, interior front door shows extensive signs of water damage/wood rot because of missing storm door	
Fireplace hearth: cracked stone (large chunk broken off corner)	\$50
Back bedroom: damage to walls & doorframe (scuffs and holes on walls; patched and dented wall by light switch; replaced doorframe wood trim; windowsill gnawed apart on corner)	\$300
Middle bedroom (blue walls): crayon/marker marks on wall; holes in wall; failure to remove personal furniture (armoire) from closet	\$20
Throughout house (cupboards/cabinets/closet/bathrooms): failure to remove miscellaneous items, i.e. paper towels, cleaning supplies, vases)	\$20
Curtains: in kitchen, bottoms torn and shredded; in master bedroom, missing hardware and tie backs	\$20
Master bathroom: molding on bottom of shower stall torn off	\$50
Back door: cracks around door jamb as though lock had been forcibly opened	\$100

List of exterior damages beyond reasonable expectation of "normal wear and tear"

<i>Damage description</i>	<i>Charge</i>
Swingset: failure to remove from property	\$25
Back yard/burn barrel: failure to clean up and remove dog waste and burned remnants in barrel	\$75

March 27, 2006

List of unauthorized alterations

Reference: Lease Agreement, Section 8: Alterations and Improvements

"LESSEE shall make no alterations to the buildings on the Leased Premises or construct any building or make other improvements on the Leased Premises without the prior written consent of LESSOR."

<i>Description of Alteration</i>	<i>Charge</i>
Replaced carpet throughout living room and master bedroom	\$675
Repainted walls and interior doors throughout master bedroom, living room and back bedroom	\$600
Removed 2 of 3 privacy screens/windbreaks from back yard; removed lattice from all 3 screens	\$50

Total charges from all damages and unauthorized repairs: \$2,385

HERTLEIN CONTRACTING
&
REAL ESTATE INVESTMENTS

OWNER
TIMOTHY L. HERTLEIN SR.
PO BOX 142
DRIFTING, PA 16834

- 10 YEARS IN BUSINESS DOING ALL TYPES OF REMODELING
- FIXING UP OF OLDER HOMES
- NEW CONSTRUCTION

REPAIR ESTIMATE FOR LANSE PROPERTY

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FRONT EXTERIOR DOOR

Needs replaced due to damage to bottom of door and sill rotting out
due to the storm door missing

Replacement - Materials & labor \$695.00

FIREPLACE HEARTH

Corner of stone broken off

Repair - Materials & labor \$100.00

MASTER BEDROOM

Walls have holes, scuffs and scratches

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Materials and labor \$295.00

Trim around doorway needs replaced

Materials and labor \$ 75.00

Broken window sill replaced

Materials and labor \$ 65.00

GUEST BEDROOM

Walls have holes, scratches, and marks

Wall repairs and repainting

Materials and labor \$295.00

SHOWER STALL

Replacement of missing molding strip
Materials and labor

\$ 35.00

LIVING ROOM

Wall trim damaged and walls marked
Repainting - Materials and labor

\$245.00

REAR DECK AND YARD

Lattice removal and disposal
Swing set dismantle and removal
Labor and refuse cost

\$125.00

**TOTAL ESTIMATE COST OF REPAIRS
WITH MATERIALS AND LABOR**

\$3221.00

Timothy L. Hertlein Sr. Feb. 3, 2008

A handwritten signature in cursive script, reading "Timothy L. Hertlein Sr.", written over a horizontal line.

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

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,
Plaintiffs

vs.

JAMES A. JOHNSON and EMILY J.
JOHNSON,
Defendants

No. 06-1707-CD

Type of Case: Civil

Type of Pleading: Defendant's
Pre-Trial Statement

Filed on Behalf of: Defendants

Kim C. Kesner
Supreme Ct. I.D. 28307

BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972
(814) 765-9893 – facsimile

Other Counsel of Record:
Pro Se

RECEIVED

JAN 29 2008

Court Administrator's
Office

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

DANIEL P. DUFFALO and DEBORAH :
L. DUFFALO, :
Plaintiffs :

vs. :

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J. :
JOHNSON, :
Defendants :

DEFENDANT'S PRE-TRIAL STATEMENT

TO: Earle D. Lees, Jr., Esquire, Chairman, Board of Arbitrators

AND NOW COMES, Defendants James A. Johnson and Emily J. Johnson by their counsel Kim C. Kesner, Esquire and Belin, Kubista & Ryan LLP, and file this Pre-Trial Statement in accordance with Clearfield County Rule 1306A.

A. STATEMENT OF THE DEFENSE

This is an appeal of a Magistrate's verdict in a landlord tenant action pursued pro se by Plaintiffs. Plaintiffs seek recovery of their two thousand dollar (\$2,000.00) security deposit.

In paragraph 12 of the Complaint, Plaintiffs acknowledge that Defendants in accordance with the Pa. Landlord Tenant Act delivered a list and quantification of damages to the leased premises justifying retention of the security deposit. A copy of the damage list is attached to the Complaint as well as this Pre-Trial Statement.

In response, Plaintiffs assert in conclusory form that they "believe and therefore aver that no damages existed to the leased premises at the time of their removal..." and that Defendants' retention of the security deposit was in bad faith. Complaint, paragraph 13.

In defense of Plaintiffs' action, Defendants will establish that their identification of damages was accurate, that their estimates were reasonable and in good faith and that their actual damages exceed the security deposit. Additionally, Defendants have filed a Counter-Claim for the amount that their damages exceed the security deposit.

B. DEFENDANTS' LIST OF WITNESSES

1. Defendant, James A. Johnson
2. Defendant, Emily J. Johnson
3. Timothy L. Hertlein, Sr., t/a Hertlein Contracting
4. Plaintiff, Daniel P. Duffalo
5. Plaintiff, Deborah L. Duffalo

C. STATEMENT OF DAMAGES

See attachment.

Respectfully Submitted,



Kim C. Kesner, Esquire
Attorney for Defendant

List of damages beyond the reasonable expectation of "normal wear and tear"

<i>Damage description</i>	<i>Charge</i>
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*additionally, interior front door shows extensive signs of water damage/wood rot because of missing storm door	
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List of exterior damages beyond reasonable expectation of "normal wear and tear"

<i>Damage description</i>	<i>Charge</i>
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DANIEL P. DUFFALO and DEBORAH
L. DUFFALO,

Plaintiffs

vs.

No. 06-1707-CD

JAMES A. JOHNSON and EMILY J.
JOHNSON,

Defendants

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of Defendants' Pre-Trial Statement in the above captioned matter on the following parties by postage prepaid regular United States mail, on the 29 day of January, 2008:

Mr. and Mrs. Daniel P. Duffalo
1766 Treasure Lake
DuBois, PA 15801

Earl D. Lees, Jr., Esquire
109 N. Brady Street
P.O. Box 685
DuBois, PA 15801

R. Denning Gearhart, Esquire
207 E. Market Street
Clearfield, PA 16830

J. Richard Lhota, Esquire
110 North Second Street
Clearfield, PA 16830

BELIN, KUBISTA & RYAN LLP



Kim C. Kesner, Esquire
Attorney for Defendant

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

Daniel P. Duffalo, and
Deborah L. Duffalo,

Plaintiffs,

v.

James A. Johnson, and
Emily J. Johnson,

Defendants.

No. 2006-1707-CD

Type of Case: CIVIL ACTION

Type of Pleading: PRE-TRIAL STATEMENT

Filed on Behalf of:
Plaintiffs

Counsel of Record:
Pro Se
Other Counsel of Record:
Kim C. Kesner, Esq.

RECEIVED

JAN 29 2008

Court Administrator's
Office

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

Daniel P. Duffalo, and	:	No. 2006-1707-CD
Deborah L. Duffalo,	:	
	:	Type of Case: CIVIL ACTION
	:	
Plaintiffs,	:	Type of Pleading: PRE-TRIAL STATEMENT
	:	
v.	:	Filed on Behalf of:
	:	Plaintiffs
	:	
James A. Johnson, and	:	Counsel of Record:
Emily J. Johnson,	:	Pro Se
	:	Other Counsel of Record:
Defendants.	:	Kim C. Kesner, Esq.

PRE-TRIAL STATEMENT

COMES NOW, Plaintiffs and submits the following Pre-Trial Statement:

I. Statement

Effective July 1, 2004, Plaintiffs Daniel P. and Deborah L. Duffalo entered into a Lease Purchase Agreement with Defendants James A. and Emily J. Johnson with regards to the residence at 154 Chestnut Lane, Lanse, Cooper Township, Pennsylvania, 16849. Plaintiffs submitted their intent to vacate the leased premises on January 23, 2006. Subsequently, Plaintiffs forfeited \$4,000 that had been placed into escrow for closing costs. In addition to the \$4,000 forfeited, \$2,000 was reserved as a security deposit on the property. Plaintiffs received Defendants correspondence dated March 27, 2006, wherein Defendants stating their intent to retain the security deposit in addition to a list of damages. Plaintiffs filed a complaint with the District Justice on

August 28, 2006, and received an award of \$1,038 in that matter on September 18, 2006. Defendants then appealed this judgment on October 18, 2006. Plaintiffs filed a complaint on November 7, 2006, seeking judgment in the amount of \$2,000 plus interest.

II. Statutes

No statutes.

III. Witnesses

Daniel P. Duffalo, 1766 Treasure Lake, DuBois, PA 15801, and Deborah L. Duffalo, 1766 Treasure Lake, DuBois, PA 15801. Additionally, Plaintiffs reserve the right to call additional witnesses upon adequate notice to all parties.

IV. Statement of Damages and Copies of Bills

Plaintiffs reserve the right to submit additional exhibits upon adequate notice to all parties.

Respectfully submitted,


Deborah L. Duffalo

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on the 29th day of January, 2008, I caused to be served a true and correct copy of PLAINTIFFS' PRE-TRIAL STATEMENT by U.S. First Class Mail, Postage Prepaid on the following:

Kim C. Kesner, Esq.
BELIN, KUBISTA & RYAN
15 North Front Street
PO Box 1
Clearfield, PA 16830

Earle D. Lees, Esq.
109 North Brady Street
DuBois, PA 15801

R. Denning Gearhart, Esq.
207 East Market Street
Clearfield, PA 16830

J. Richard Lhota, Esq.
110 North 2d Street
Clearfield, PA 16830

Date: 1-29-2008


Deborah L. Duffalo