

07-354-CD

Wayne Neeper vs T. Vanderburgh

Wayne Neeper et al vs Todd Vanderburgh et  
2007-354-CD

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

WAYNE C. NEEPER, individually and : No. 07 - 354 - CD  
t/d/b/a WAYNE C. NEEPER BUILDING :  
& REMODELING : Type of Case: Assumpsit  
Plaintiff :  
vs : Type of Pleading: Complaint  
: Filed on Behalf of: Plaintiff  
TODD L. VANDERBURGH and :  
KRISTIE E. VANDERBURGH, :  
Defendants :  
:

Counsel of Record for this Party:

Michael P. Yeager, Esq.  
Supreme Court No.: 15587  
P.O. Box 752  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611

Dated: March 8, 2007

FILED pd \$85.00 Atty  
9/12/2007 acc Shfr  
MAR 08 2007 (cm)

William A. Shaw  
Prothonotary/Clerk of Courts

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

WAYNE C. NEEPER, individually and :  
t/d/b/a WAYNE C. NEEPER BUILDING & :  
REMODELING, :  
Plaintiff :  
: No. 07 - - CD  
vs :  
:  
TODD L. VANDERBURGH and :  
KRISTIE E. VANDERBURGH, :  
Defendants :  
:

**NOTICE**

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

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

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

**COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, PA 16830  
Telephone: 814-765-2641, Ex 5982**

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

WAYNE C. NEEPER, individually and  
t/d/b/a WAYNE C. NEEPER BUILDING &  
REMODELING, :  
Plaintiff :  
vs :  
TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH,  
Defendants :  
No. 07 - - CD

# COMPLAINT

**COMES NOW**, the Plaintiff, WAYNE C. NEEPER, individually and t/d/b/a WAYNE C. NEEPER BUILDING & REMODELING, by and through his attorney, MICHAEL P. YEAGER, ESQUIRE, and files the within Complaint whereof the following is a statement:

1. The Plaintiff, Wayne C. Neeper, is an adult individual who trades and does business as Wayne C. Neeper Building and Remodeling, with a principal place of business located at 344 Ridge Avenue Extension, Curwensville, PA 16833.
2. The Defendants, Todd L. Vanderburgh and Kristie E. Vanderburgh, are adult individuals residing at 321 Danver Country Lane, Clearfield, PA 16830.
3. The Defendants are the owners of a lot situate at 321 Danver Country Lane, Clearfield, PA by virtue of a Deed dated May 15, 2003 and recorded in Clearfield County at Instrument No. 200308289, a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit A"
4. Subsequent to securing ownership of the above-described lot, Defendants entered into a construction Agreement with the Plaintiff dated sometime during the spring of 2003. A copy of that Construction Agreement is attached hereto, made part

hereof and incorporated herein as "Exhibit B" (the "Contract").

5. The Contract provided for a contract price of \$142,930.79; although the same was to be "...subject to additions and deductions by change order as provided in the General Conditions...".

6. The Contract specifically noted that the "...Second floor studded, bath roughed and rough wired only...".

7. The Contract also provided for "...floor covering – kitchen and dining room 3/4 oak unfinished. Owner will finish...".

8. The Contract also provided that the "...owner will install all trim, prime and paint walls and finish trim".

9. As noted above and otherwise, the Defendants were to provide equity by providing some of the labor and finishing various portions of the house as the same related to the split log siding finish.

10. Subsequent to entering into the Contract, Plaintiff began the work of constructing the residence in question on the aforesaid lot and completed the same in accordance with the Contract terms as well as the various other discussions that took place as between Plaintiff and Defendants.

## **COUNT I**

11. Plaintiff incorporates Paragraphs 1 through 10 as though the same were more fully set forth at length herein.

12. When the Contract was originally negotiated and signed, the parties understood that the interior stairway was not to be completed or finished by Plaintiff in view of the lack of intent at that point to finish to second floor of the house.

13. However, subsequent to execution of the Contract, Defendants first requested that Plaintiff finish the stairway to accommodate future carpeting; which Plaintiff completed.

14. However, after the above work on the stairway was completed, Defendants still indicated the desire to finish the interior stairway with oak stairs and a railing.

15. Plaintiff supplied the material and labor necessary to complete the interior stairway; and further provided the labor only to hang two first floor interior doors (said labor also not having been contemplated at the time the contract was completed).

16. Plaintiff incurred total parts and labor cost for the finished oak for the stairway and railing in the amount of \$2,148.55. Plaintiff, despite originally anticipating an unfinished stairway, nonetheless agreed to incorporate a \$700 allowance for the "rough" stairway and otherwise absorbed costs relative to finishing the same to accommodate carpeting; which thereby reduced extra unanticipated costs for the stairway and railing to \$1,448.55 (including 6% PA states sales tax), which sum Plaintiff claims is still due and owing from Defendants. Copies of invoices relative to the finished oak stairway are attached as "Exhibit C".

17. As previously noted, the contract provided for no finish work on the second floor. However, Defendants requested that Plaintiff order two additional interior doors for the second floor. The cost for such doors was \$260.65 (including PA state sales tax), which sum Plaintiff claims is still due and owing from Defendants. A copy of the invoice relative to these two interior doors is attached as "Exhibit D".

18. Ultimately, Defendants requested that Plaintiff hang the first-floor doors and complete the interior trim relative to the interior stairway and railing. The additional cost for the labor for installing the two additional doors on the first floor and the finish

trim for the stairs and railing was in the amount of \$1,310.00, which sum Plaintiff claims is still due and owing from Defendants.

19. The Contract did not provide for interior lighting. Defendants chose that lighting and had the lighting billed to the Plaintiff. The lighting was then installed by an electrician at a total cost to Plaintiff of \$1,525.00, which sum Plaintiff claims is still due and owing by Defendants. Copies of the invoices relative to the interior lighting are attached as "Exhibit E".

20. The Contract provided for exterior doors to be steel insulated and not to exceed the cost of \$1,500.00. The exterior doors chosen by Defendants resulted in a completed cost of \$2,556.63 (including PA state sales tax) which exceeds the allowance by \$1,056.63, which sum Plaintiff claims is still due and owing by Defendants. Copies of the invoices relative to the exterior doors are attached as "Exhibit F".

21. The parties agreed upon an allowance for the first floor bath in the amount of \$6,000.00. Defendants, working directly with the material supplier, chose various items for that first floor bath resulting in a total cost to Plaintiff of \$9,431.33 (including PA state sales tax) which exceeded the allowance by \$3,431.33, which sum Plaintiff claims is still due and owing by Defendants. Copies of the invoices relative to the first floor bath fixtures are attached as "Exhibit G".

22. The parties also agreed upon an allowance for various floor coverings to the first floor in the amount of \$7,300.00. Defendants, working directly with the flooring supplier, chose various floor coverings with a total cost to Plaintiff of \$10,773.53 (including PA state sales tax), which exceeded the allowance by \$3,473.53, which sum Plaintiff claims is still due and owing by Defendants. Copies of the invoices relative to the floor coverings are attached as "Exhibit H".

23. The Contract contemplated that the Defendants desired stone as an exterior finish to a portion of the home and on a fireplace.

24. The Plaintiff purchased and installed the "El Dorado" stone for the home as directed by Defendants.

25. After Plaintiff installed all of the stone for the house, an excess of El Dorado stone was left at the job site (believed to consist of eight (8) cartons and some miscellaneous corner and finish pieces) which Plaintiff was prevented from returning for credit.

26. Plaintiff believes by computing the square feet of stone installed on the house, considering the per carton costs and costs for the extra pieces; and comparing the same with the original invoice from the stone supplier, results in the belief that the Defendants owe to Plaintiff the sum of \$735.25 for the excess stone left at the job site and otherwise kept by Defendants, which sum Plaintiff claims is still due and owing by Defendants.

27. Plaintiff believes that Defendants are entitled to the following credits for items that did not exceed the original allowance configured in the original Contract price:

(a) Kitchen	\$1,589.00
(b) Fireplace	684.13

28. Plaintiff believes and therefore avers that Defendants are thereby entitled to credits in the amount of \$2,273.13.

29. The Contract provided that the house was to be "...covered with house wrap...". However, the supplier of the exterior log siding indicated that it was not advisable to incorporate an exterior house wrap. Accordingly, the same was not

installed.

30. Plaintiff therefore believes that Defendants are entitled to a further credit in the amount of \$434.97, with total credits in the amount of \$2,708.10.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Ten Thousand Five Hundred Thirty-Two and 84/100 (\$10,532.84) Dollars, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants Todd L.Vanderburgh and Kristie E. Vanderburgh.

## **COUNT II**

31. Plaintiff incorporates Paragraphs 1 through 30 as though the same were more fully set forth at length herein.

32. Plaintiff secured and paid for the log siding for the house in question and installed the same. However, Plaintiff believes that there was various log siding left over in excess of the amount necessary for the house.

33. However, Plaintiff does not have access to the location of that log siding to determine the value of the same.

WHEREFORE, Plaintiff demands that the Defendant return the excess siding or otherwise reimburse Plaintiff for the estimated value of the excess log siding so as to incorporate the same within the claims set forth herein for which sum Plaintiff claims is justly due and owing from the Defendants, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants Todd L.Vanderburgh and Kristie E. Vanderburgh.

### **COUNT III**

34. Plaintiff incorporates previous Paragraphs 1 through 33 as though the same were more fully set forth at length herein.

35. As previously indicated, Plaintiff was not to provide finish work with regard to the second floor.

36. Unfortunately, a subcontractor for heating and plumbing, installed heat and finish plumbing to the second floor and incorporated the same within its total invoice to Plaintiff.

37. Plaintiff believes and therefore avers that Defendants either specifically requested that the additional work be done to the second floor or have otherwise accepted the benefit of said installation.

38. Although the original invoice for the heating and plumbing subcontractor is currently unavailable, based upon an analysis of the work by both Plaintiff and the subcontractor, a copy of which is attached as "Exhibit I", Plaintiff believes and therefore avers that Defendants received an additional benefit paid for by the Plaintiff with regard to the heating and plumbing to the second floor in the amount of \$1,595.00.

39. Defendants also ordered and otherwise secured various fixtures for the second floor bath and had the same billed to Plaintiff. Those fixtures totaled the sum of \$1,556.62 (including 6% PA state sales tax). Copies of invoices relative to the second floor bath fixtures are attached as "Exhibit J".

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Three Thousand One Hundred Fifty-One and 62/100 (\$3,151.62) Dollars, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the

Defendants Todd L.Vanderburgh and Kristie E. Vanderburgh.

**COUNT IV  
QUASI CONTRACT**

40. Plaintiff incorporates previous Paragraph 1 through 39 as though the same were more fully set forth at length herein.

41. Defendants have otherwise received and accepted the benefits of the various materials and labor supplied by the Plaintiff as aforesaid.

42. Defendants have accordingly been unjustly enriched in the total amount of \$13,684.46, together with the estimated value of the log siding.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Thirteen Thousand Six Hundred Eighty-Four and 46/100 (\$13,684.46) Dollars, together with the estimated value of the log siding, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants Todd L. Vanderburgh and Kristie E. Vanderburgh.

**COUNT V  
CONTRACT IMPLIED IN FACT**

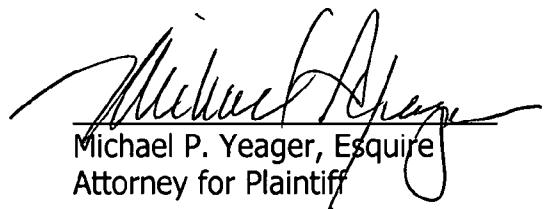
43. Plaintiff incorporates previous Paragraphs 1 through 42 as though the same were more fully set forth at length herein.

44. Plaintiff believes and therefore avers that a contract may be implied from the facts and circumstances surrounding the charges and services provided by the Plaintiff and received by the Defendants as aforesaid.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Thirteen Thousand Six Hundred Eighty-Four and 46/100 (\$13,684.46) Dollars, along with the estimated value of the log siding, together with

continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants Todd L.Vanderburgh and Kristie E. Vanderburgh.

Respectfully submitted:



Michael P. Yeager, Esquire  
Attorney for Plaintiff

County Parcel No.: a portion of 123-J8-255

# This Deed

MADE the 15<sup>th</sup> day of May in the year Two Thousand and three (2003).

BETWEEN **THOMAS J. DANVER** and **PAMELA SUE DANVER**, husband and wife, of R.R. 1, Box 373, West Decatur, Pennsylvania, 16878, hereinafter referred to as the "GRANTORS";

-And-

**TODD L. VANDERBURGH** and **KRISTIE E. VANDERBURGH**, husband and wife, of 223 Southwest Third Avenue, Clearfield, Pennsylvania, 16830, as tenants by the entireties, hereinafter referred to as the "GRANTEES".

WITNESSETH, that in consideration of the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the Grantees, their successors and assigns forever,

ALL that certain piece or parcel of land known as Lot 2 of the Thomas J. & Pamela Sue Danver Minor Subdivision, recorded as Clearfield County Instrument Number 200302442, situate in Lawrence Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a 5/8" rebar found at the northwestern corner of the land herein described; thence by land of Daniel and Lisa Ogden (S 70° 17' 02" E) 330.00 feet to a 5/8" rebar; thence by Lot 3 of the Thomas J. & Pamela Sue Danver Minor Subdivision (S 04° 21' 47" W) 174.89 feet to a 5/8" rebar; thence by lands of Paul E. and Carol A. Miller (N 76° 38' 53" W) 322.18 feet to a 5/8" rebar; thence by Lot 1 of the Thomas J. & Pamela Sue Danver Minor Subdivision, land of Thomas J. and Pamela Sue Danver, the Grantors herein, (N 04° 21' 47" E) 211.93 feet to a 5/8" rebar and the place of beginning.

CONTAINING 1.413 Acres.

BEING a portion of the same premises conveyed to Thomas J. Danver and Pamela Sue Danver by Deed of Larry W. Fletcher and Dorothy K. Fletcher, husband and wife, dated December 18, 2002 and recorded in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200220216.

SUBJECT, HOWEVER, to the Agreement as to Covenants and Building Restrictions recorded April 21, 2003 in the Office of the Recorder of Deeds of Clearfield County as Instrument Number 200306393 and further subject to all exception and reservations contained in the prior chain of title.



**TOGETHER** with all and singular, the improvements, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said parties of the first part in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof.

**TO HAVE AND HOLD** the said hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances unto the said party of the second part, their heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said party of the second part, their heirs, executors, administrators, and assigns, **FOREVER**.

# NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

**Witness:**

This \_\_\_\_\_ day of

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended).

AND the said Grantors will **SPECIALLY** warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered  
in the presence of:

Thomas J. Danver

"as to both"

Thomas J. Danver {SEAL}

Thomas J. Danver

Pamela Sue Danver {SEAL}

Pamela Sue Danver

Commonwealth Of Pennsylvania

:

County Of Clearfield

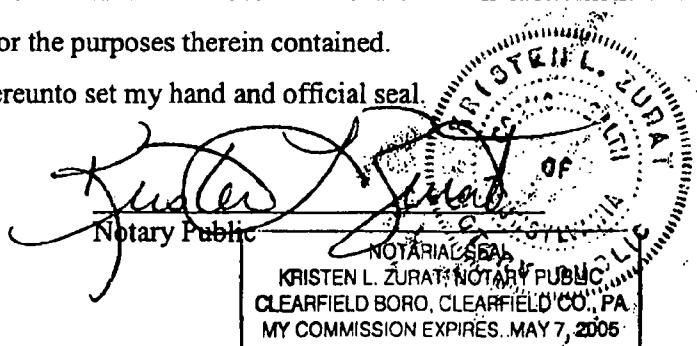
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On this, the 15<sup>th</sup> day of May, 2003, before me, the undersigned authority, personally appeared THOMAS J. DANVER and PAMELA SUE DANVER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

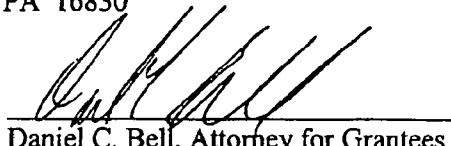


My Commission Expires:

### Certificate of Residence

I hereby certify that the precise residence of the Grantees herein are as follows:

Todd L. & Kristie E. Vanderburgh  
223 Southwest Third Avenue  
Clearfield, PA 16830

  
Daniel C. Bell, Attorney for Grantees

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200308289**  
RECORDED ON  
**May 16, 2003**  
**2:31:19 PM**  
Total Pages: 4

RECORDING FEES - \$13.00  
RECORDER  
COUNTY IMPROVEMENT \$2.00  
FUND  
RECORDER IMPROVEMENT \$3.00  
FUND  
JCS/ACCESS TO JUSTICE \$10.00  
STATE TRANSFER TAX \$175.00  
STATE WRIT TAX \$0.50  
LAWRENCE TOWNSHIP \$87.50  
CLEARFIELD AREA \$87.50  
SCHOOLS  
TOTAL \$378.50  
CUSTOMER  
BELL, SILBERBLATT & WOOD

**CONSTRUCTION AGREEMENT**  
**BETWEEN**  
**WAYNE C. NEEPER BUILDING & REMODELING**  
**RD 1 BOX 366**  
**CURWENSVILLE, PA 16833**  
**AND**  
**TODD & CHRISTY VANDERBURGH**  
**223 Sw 3<sup>rd</sup> AVENUE**  
**CLEARFIELD, PA. 16830**

The Contractor shall oversee all the work required to construct a one story house with an attached garage to be built in Lawrence Township , Clearfield, County

The work to be performed under this contract shall be commenced on or about  
and completed no later than 180 days after construction begins.

The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by change order as provided in the general conditions, in current funds, the contract sum of \$142,930.79

The Owner shall make progress payments on account of the contract sum to the Contractor as follows:

15% upon completion of the foundation  
25% when house is under roof  
25% upon completion of rough electrical and plumbing  
20% upon completion of plasterboard  
15% upon completion of the house less the value of any uncompleted items

The Owner shall make final payment immediately after completion of the work, provided the contract be then fully performed.

The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work.



A subcontractor is a person who has a direct contract with the Contractor to perform any of the work at the site.

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is greater.

The Owner shall be responsible for purchasing and maintaining his own liability insurance and may maintain such insurance as will protect him against claims which may arise from operations under the contract.

Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor and subcontractors in the work and shall insure against the perils of fire, extended coverage, vandalism, and malicious mischief.

The Owner, without invalidating the contract, may order changes in the work consisting of additions, deletions, or modifications, the contract sum, and the contract time being adjusted accordingly, all such changes in the work shall be authorized by written change order signed by the Owner. All change orders must be paid for prior to change order work being done.

The Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of a year from the date of substantial completion of the contract.

This agreement executed the day and year first written above.

Owner.....

Contractor. *Wayne C. Thompson*

Specifications:

Excavate for foundation

Footings 8"x24"

Foundation 10" block 12 courses high parged and tarred to grade

Forma drain system for french drain

4" concrete basement floor . Garage floor 4" reinforced with wire mesh

Georgia Pacific floor joists

3/4" OSB subfloor sheathing

2"x6" exterior walls sheathed with 7/16" OSB and covered with house wrap

2"x4" interior walls

6" insulation in side walls, minimum of 12" in ceilings

Trussed roof system 2' o.c.

5/8" OSB roof sheathing

30 year laminated shingles

Continuous roof vent

Aluminum soffit fascia and gutter

1/2" Kal Kote on walls and ceilings. Ceilings textured and side walls smooth

Six panel white pine interior doors

Colonial casing and base

Exterior doors- steel insulated not to exceed \$1500

Windows- Andersen series 200 with finelite grills

Steel insulated raised panel garage door with opener

Log siding- split half log

Gas hot water heat

Plumbing- copper water lines, pvc drain waste and vent

Baths- master bath, 5' double shower and whirlpool tub. Second floor bath, 1pc fiberglas tub and shower. Vanity and water closet in first floor powder room

Gas fire place

Electrical- 200 amp service, 180 openings

Second floor studded, bath roughed in and rough wired only

Floor covering-Kitchen and dining room 3/4" oak unfinished. Owner will finish

Foyer,powder room, hall, laundry- vinyl

Master bed room, family room and great room-carpet

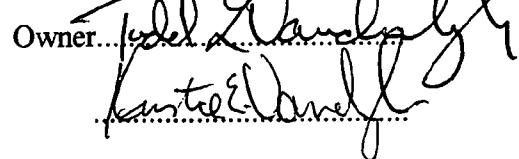
Master bath- floor tile

Rear of house will be at ground level to allow for patio door

Owner will install all trim , prime and paint walls and finish trim.

All permits, utility taps and utility fees paid by owner

Owner.....



Contractor.....

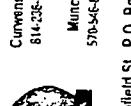
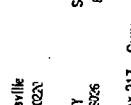
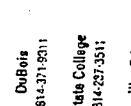
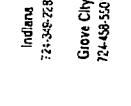
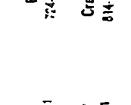
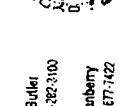
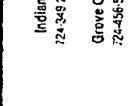
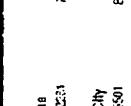
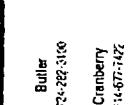


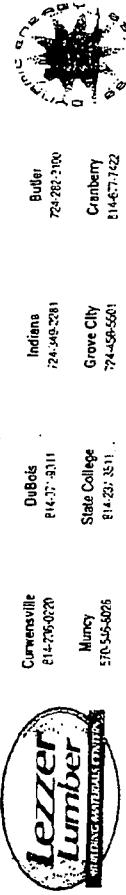




TYPE OF TRANSACTION		SHIP TO:		LOCATION	
CHARGE SALE	STR 1	Page: 1	CURR NASHVILLE		
OLD TO:	NEEPER BLDG & REMODELING 814-592-0156 344 RTOGE AVE. EXT. CURR NASHVILLE		PA 15833 TRANS. NO. 731776 CUST/CODE 12362177	TIME 07:45 TRANSPORT DATE 10/24/03 TRUCK NO. VANDERBERG	DATE DUE/DUE 12362177 DRIVER 0 SALESMAN Elaine Russell UNITS
ITEM NO.	P.O. NO.	DESCRIPTION	QUAN. QTY.	AMOUNT SHPD.	PRICE UNIT
1					







Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833

Lezzer Truss Systems, Inc.

Corkebone

814-275-0275

570-545-026

Lezzer Commercial Sales

Curwensville

814-235-0220

State College

814-357-3511

Grove City

814-454-5661

Curwensville

814-237-4734

State College

814-237-3511

Williamsport, PA

570-323-9889

Lezzer Commercial Doors

Curwensville

814-235-0220

Williamsport, PA

570-323-9889

Lezzer Pro-Installation

Curwensville

814-235-0220

Dynamic Energy

Curwensville

814-235-0220

Butler

814-282-2100

Crantberry

814-427-7422

Curwensville, PA 16833

814-235-0220

Lezzer Commercial Sales

Curwensville

814-235-0220

Lezzer Commercial Doors

Curwensville

814-235-0220

Lezzer Pro-Installation

Curwensville

814-235-0220

Dynamic Energy

Curwensville

814-235-0220

Curwensville

814-235-0220

Lezzer Commercial Doors

Curwensville

814-235-0220

Lezzer Pro-Installation

Curwensville

814-235-0220

Dynamic Energy

Curwensville

814-235-0220

Butler

814-282-2100

Crantberry

814-427-7422

Dynamic Energy

Curwensville



## Robert Billotte Electric

419 Forest Drive  
Clearfield, PA 16830  
(814) 765-7753

## INVOICE

Date: 11/06/2003

### Customer

Name:	Wayne Neeper Cont.
Address:	344 Ridge Avenue Ext.
City:	Curwensville
State/Zip:	PA 16833

Job: Vanderberg

Page 2

Thank You

Bob

## Serving The C

**EXHIBIT**

Over 20 Years



**Robert Billotte Electric**  
419 Forest Drive  
Clearfield, PA 16830  
(814) 765-7753



**INVOICE**

Date: 11/06/2003

Customer

Name: Wayne Neeper Cont.  
Address: 344 Ridge Avenue Ext.  
City: Curwensville  
State/Zip: PA 16833

Job: Todd & Kristy  
Vanderberg

Page One

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
1	Surround-sound speaker wiring	60.00	\$ 60.00
		\$	\$
		\$	\$
6	Sloped-ceiling recessed fixtures	65.00	\$ 390.00
9	Regular recessed fixtures	30.00	\$ 270.00
		\$	\$
		Sub Total	\$

Thank You,  
Bob

**Serving The Community For Over 20 Years**







Wauwatosa	4-238-0220	DuBois	814-371-9311
Milwaukee	544-8026	State College	814-237-3511



Corp Headquarters: Schofield Barracks, Hawaii

Box 217 • Cuyahoga Falls, PA 16833  
Commercial Sales  
Cuyahoga Falls  
14-234-0220  
Leazer Commercial Drugs  
Cuyahoga Falls - 614-255-7344  
Cleveland - 614-217-3511  
State College - 812-255-0220  
Visit Us At [www.leazermumber.com](http://www.leazermumber.com)  
Leazer Pre-Installation  
Cuyahoga Falls  
812-255-0220  
Dynamic Energy  
Cuyahoga Falls  
812-255-0220

Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833  
**Lerzer** **Truss** **Systems, Inc.** Curwensville 814/235-9715  
**Lerzer** **Commercial** **Sales** 814/235-9220  
**Lerzer** **Commercial** **Doors** 814/235-4234  
**Lerzer** **Commercial** **Doors** 814/237-4511  
**Lerzer** **Pro-Industrial** Curwensville 814/235-9220  
**Dynamic Energy** Curwensville 814/235-0700  
Visit Us At [www.lettertruss.com](http://www.lettertruss.com)

WE WILL BE GLAD TO ASSIST YOU IN DRAFTING YOUR OFFER OR QUOTE.  
 WE ARE ACTIVELY SEEKING NEW CUSTOMERS.  
 WE CANNOT GUARANTEE SHIPMENT ON ANY QUOTE DUE TO THE VOLUME OF QUOTES RECEIVED.

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

RECEIVED THE ARK MATERIAL IN WHICH READING

ANTIQUES  
NEW & USED  
HOME & OFFICE  
FURNITURE  
SPECIALIZING  
IN MATTRESSES

*Jim Stellabuto's*  
**EVERYTHING  
UNDER FOOT, INC.**  
**EVERYTHING UNDER ONE ROOF**  
OFFICE FURNITURE OUTLET

ALL FLOOR  
COVERINGS  
922 Beaver Drive  
DuBois, PA 15801  
(814) 371-9432

Wayne Neeper Const.  
RR 9 Box 364  
Curwensville, PA 16833

DATE

DATE PURCHASED	DESCRIPTION	AMOUNT DUE
4-26-03	Title	\$1093.66
4-26-03	Title	362.74
11-10-03	Title	7.46
		Sub-Total
		\$3714.86
NOTE: Net due within 10 days or a service charge of 1.5% per month will be added to any unpaid balance of 30 days or more, minimum charge of \$2.00 per month.		Late Charge
		TOTAL
		\$3714.86

**LATE CHARGE:** If I don't pay any payment in full within 10 days after installation or receiving of goods, I shall pay a late charge of  $1\frac{1}{2}\%$  of that payment. There is a \$1.00 minimum late charge for any late or partial payment. **DEFAULT:** I will be in default if: (1) I fail, for any reason, to make any payment on time. (2) I fail to comply with any terms of this contract. (3) I sell, lease, or dispose of the goods.

Signature \_\_\_\_\_

Directions \_\_\_\_\_

Dear Customer:

We would appreciate it very much if you would inspect this installation with our carpet mechanics before they leave your home. If you find anything not to your satisfaction, please call it to the attention of the mechanics and they will take care of it before leaving. If you have any problem that cannot be taken care of right away, call our store before the mechanics depart. If you are perfectly satisfied with everything, please sign below. Signing this letter does not mean that we are not obligated to take care of any future problems that may arise.

EXHIBIT

G

tabbies

Signature \_\_\_\_\_



Muncy  
570-546-8026

State College  
814-237-3511

Grove City  
724-458-5501

Cranberry  
814-677-7422

Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833

Visit Us At [www.lezzerlumber.com](http://www.lezzerlumber.com)

Lezzer Truss Systems, Inc.  
Curwensville  
814-236-0975

Lezzer Commercial Sales  
Curwensville  
814-236-0220

Lezzer Commercial Doors  
Curwensville - 814-236-7434  
State College - 814-237-3511  
Williamsport, PA - 570-323-9889

Lezzer Pro-Installation  
Curwensville  
814-236-0220

Dynamic Energy  
Curwensville  
814-236-0220

TYPE OF TRANSACTION	REASON	TRUCK NO.	LOCATION
SALE	RETAI	111	PA 16833

SOLD TO: SHIP TO:

JOHN KELLY KELLY KELLY KELLY KELLY  
KELLY KELLY KELLY KELLY KELLY

CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WTR. BY		DATE DELIV'D	LOADER
		111	07/14/94	1	SM	24		111	SM

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN

ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
			SHIPPING WITHIN THE STATE OF PENNSYLVANIA. DELIVER TO THE RIGID ON THE DELIVERY OR JULY 14 THURSDAY 03, 1994. TRUCK NO. 111 TRUCK NO. 111 GENERAL CONDITIONS ARE NOT PERTINENT GENERAL CONDITIONS ARE NOT PERTINENT			

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER,  
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.

WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.

Material will be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material must be paid for and accepted, but subject to a 20% charge to cover cost of handling.

NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Customer is to sign this bill of lading and please examine the same carefully as we agree to furnish only the articles herein. Errors in description or quantity and price are subject to corrections. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to the balance due after 30 days.

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
-----------	-------	------------	-------

\$ 679.18 ✓

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION





Muncy  
570-546-8036

State College  
814-337-3511

Grove City  
724.458.5501

Cranberry  
814-677-7422

Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833

Visit Us At [www.lezzerlumber.com](http://www.lezzerlumber.com)

Lezzer Truss Systems, Inc.  
Curwensville  
814-236-0975

Lezzer Commercial Sales  
Curwensville  
814-236-0220

**Lezzer Commercial Doors**  
Curwensville - 814-236-7434  
State College - 814-237-3511  
Williamsport, PA - 570-223-9889

**Lezzer Pro-Installation**  
Curwensville  
814-236-0220

Dynamic Energy  
Curwensville  
814-236-0220

TYPE OF TRANSACTION	AMOUNT	LOCATION
ADMITTED/ESTIMATED	Perpetual	1000, N. 1st, 12

SOLD TO:

**SHIP TO:**

ST. L. E. 23. 22 AND 23 MARCH 1919



CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WTR. BY		DATE DELIV'D	LOADER
LA 4000009	08:39	17763	080103	1	99	119	10020610		

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
-----------------	----------	------------	-----------	--------	----------

**WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER,  
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.**

• WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 10 DAYS OF INVOICE DATE.  
All material must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material

Assumed in good condition will be credited, but subject to a

- **NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.**
- **Customer receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in dimensions, quantities and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to the balance due after 30 days.**

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
4324.48	7.25%	311.31	4635.79

## OPEN SOURCE INITIATIVES

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

Floor Covering Systems

**Invoice**

139 Tippecanoe Rd.  
Knox, 16232

DATE	INVOICE #
10/31/2003	459

BILL TO
Direct Neeper Construction Vanderburgh Job 344 Ridge Ave Ext. Curwensville, PA 16833

P.O. NO.	TERMS	PROJECT
per Wayne	Due on receipt	Nepper Construction, Vand...

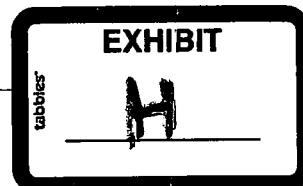
QUANTITY	DESCRIPTION	RATE	AMOUNT
600	Install laminate flooring.	2.00	1,200.00
8	Install laminate transition pieces.	15.00	120.00
3	Sand subfloor joints, scrape plaster, sweep	25.00	75.00
6	Cut door jambs, stair stringers, refrigerator cabinet sides	10.00	60.00

CK# 9526  
11-20-03

Thanks for the walls  
Wayne

Jeff Davis

Thank you for your business.



**Total** ✓ \$1,455.00

**SURFACES UNLIMITED, INC.**  
 623 Popetown Rd.  
 KNOX, PA 16232

**Invoice**

Date	Invoice #
11/14/2003	2774

<b>Bill To</b>
wayne Neepetz 344 Ridge Av. Ext. Conneautville, Pa. 16833 16833

<b>Ship To</b>
Todd Vanderberg

Item	Description	Qty	Terms	Due Date
				11/14/2003
Carpet	Installation per sq. yd	60	4.50	270.00
Carpet	Installation per sq. yd	31.66	4.50	142.47
Carpet	Installation per sq. yd	20	4.50	90.00
Carpet	Installation per sq. yd	22.66	4.50	101.97
Carpet	Installation per sq. yd	20	4.50	90.00
Stairs	Uph / Rolled one side	15	6.00	90.00
$1524 \text{ sq ft} \times \$8/\text{sq ft} = \$12,192$ $169.32 \text{ yds} \times \$6/\text{yd} = \$1,015.92$				
			<b>Total</b>	\$784.44
			<b>Payments/Credits</b>	\$0.00
			<b>Balance Due</b>	✓ \$784.44

SOLD TO: Todd Vandekheeg  
ADDRESS: Planview Rd

STATE: PA

ZIP:

CITY: Clearfield

JOB PHONE: 763-9652

HOME PHONE:

JOB LOCATION:

# DuBois Carpet

JOB  
INVOICE 20227

SOLD BY: D DATE OF ORDER: 01/17/03  
SCHEDULED INSTALLATION DATE:

CASH

CHARGE

CHECK #

1201 South Brady Street  
DuBois, Pennsylvania 15801  
Phone: 814-371-0133  
Toll Free: 1-800-536-0133

ROOM

MFGR./DISTR.

STYLE NO.

PRODUCT NAME

COLOR NO.

COLOR NAME

TYPE OF FLOORING

WIDTH

LENGTH

TOTAL SQ.YD/FT

PRICE PER SQ.YD/FT

AMOUNT

1. Stairs  
Hall

Mohawk

Tattonia

Yaddeed

Denim

12 X 345 (65

154 (60

# STEVENS CARPET ONE

1831 DAISY ST. RT 322 EAST

CLEARFIELD, PA 16830 PHONE 814-765-3357

<u>FIRST NAME</u> KRISTY	<u>LAST NAME</u> VANDERBURGH	<u>CLASS</u> OWES	<u>SALESPERSON</u> ED	<u>CONTACT DATE</u> 10/10/2003
<u>ADDRESS</u> WAYNE NEEPER		<u>HOME PHONE</u> 7689652	<u>ORDER DATE</u> 10/10/2003	<u>INST. DATE</u>
CLEARFIELD PA		<u>WORK PHONE</u>	<u>INSTALLER</u> CASH AND CARRY	
<u>FINANCE TYPE</u> CASH/CHECK	<u>FINANCE TERMS</u> COD	<u>FINANCE ACCOUNT #</u>	<u>EVERGUARD/LEES</u>	<u>INVOICE</u> 1,061.00

AREA	STYLE	COLOR	SIZE	MILL & STATUS
ENTRY/KITCHEN	ARM L6519 2 STAIRNOSE 5 BABY THRESHOLD 1 T		437.8	\$ 60.00 \$ 108.00 \$ 25.00

*Revised Invoice  
CK# 9547  
11-21-03*

#### INSTALLATION INSTRUCTIONS

BILL TO WAYNE NEEPER 344 RIDGE AVE EXT CURWENSVILLE, PA 16833

SENT 10/24

#### WAREHOUSE CUTS

#### DIRECTIONS

COAL HILL, PAST ARMORY, RT ON DIRT ROAD AT  
TARGET, LOG HOUSE ON L

<u>CARPET UNITS</u>	<u>PAD TYPE A</u>	<u>MATERIAL</u>	\$1,884.54
<u>VINYL UNITS</u>	<u>PAD TYPE B</u>	<u>SALES TAX</u>	
		<u>SUBTOTAL</u>	<b>\$1,884.54</b>
<u>LAMINATE UNITS</u>		<u>LABOR</u>	
437.80		<u>TOTAL</u>	1,884.54
<u>HARD UNITS</u>		<u>DEPOSIT</u>	
		<u>BALANCE DUE</u>	<b>\$1,884.54</b>

*THANK YOU! WE APPRECIATE YOUR BUSINESS*

# STEVENS CARPET ONE

1831 DAISY ST. RT 322 EAST

CLEARFIELD, PA 16830 PHONE 814-765-3357

<u>FIRST NAME</u> AMY	<u>LAST NAME</u> VANDERBURGH	<u>CLASS</u> OWES	<u>SALESPERSON</u> ED	<u>CONTACT DATE</u> 10/10/2003
<u>ADDRESS</u> WAYNE NEEPER		<u>HOME PHONE</u> 7689652	<u>ORDER DATE</u> 10/10/2003	<u>INST. DATE</u>
CLEARFIELD	PA	<u>WORK PHONE</u>	<u>INSTALLER</u> CASH AND CARRY	
<u>FINANCE TYPE</u> CASH/CHECK	<u>FINANCE TERMS</u> COD	<u>FINANCE ACCOUNT #</u>	<u>EVERGUARD/LEES</u>	<u>INVOICE</u> 1,061.00

AREA	STYLE	COLOR	SIZE	MILL & STATUS
ENTRY/KITCHEN	ARM L6519 1 STAIRNOSE		437.8	

#### INSTALLATION INSTRUCTIONS

BILL TO WAYNE NEEPER 344 RIDGE AVE EXT CURWENSVILLE, PA 16833

SENT 10/24

#### WAREHOUSE CUTS

#### DIRECTIONS

COAL HILL, PAST ARMORY, RT ON DIRT ROAD AT  
TARGET, LOG HOUSE ON L

#### CARPET UNITS

#### PAD TYPE A

MATERIAL \$1,738.00

#### VINYL UNITS

#### PAD TYPE B

SALES TAX

SUBTOTAL \$1,738.00

#### LAMINATE UNITS

437.80

#### LABOR

TOTAL

1,738.00

#### HARD UNITS

#### DEPOSIT

BALANCE DUE

\$1,738.00 ✓

THANK YOU! WE APPRECIATE YOUR BUSINESS



Corp Headquarters: Schellfield St., P.O. Box 217 • Curwensville, PA 16833  
 Lezzer Commercial Sales  
 Curwensville  
 614-236-9220  
 570-545-4026  
 814-238-9755  
 Lezzer Commercial Doors  
 Curwensville • 814-236-7434  
 State College • 814-237-3511  
 State College • 814-237-3511  
 Williamsport, PA • 570-323-8889

Lezzer Lumber.com  
 Visit Us At [www.lezzerlumber.com](http://www.lezzerlumber.com)

Dynamic Energy  
 Curwensville  
 814-236-0220  
 814-577-7422

TYPE OF TRANSACTION  
 CHARGE SALE  
 N  
 STR 1  
 Page: 1  
 LOCATION  
 CURWENSVILLE

SOLD TO:  
 NEEPER BLDG & REMODELING 814-592-0150  
 WAYNE C. NEEPER  
 344 RIDGE AVE. EXT.  
 CURWENSVILLE

SHIP TO:  
 PA 16833  
 12362177  
 16113 732929 102403 1 45 30 1115700  
 18271  
 P.O. NO. VANDERBURGH  
 12362177  
 16113 732929 102403 1 45 30 1115700  
 18271  
 P.O. NO. VANDERBURGH

CAST CODE  
 12362177  
 TIME  
 16113  
 TRANS. NO.  
 732929  
 TRANSM. DATE  
 102403  
 TRUCK NO.  
 1  
 WR.  
 45  
 BY  
 30  
 DATE SHIPPED  
 1115700  
 DRIVER  
 0  
 SALESMAN  
 Brian Butler  
 12362177  
 LOADER

DESCRIPTION  
 9 CTN ORIGINAL SERIES 4252  
 1 METAL MOLDING TRACK  
 1 4262 T MOLDING  
 1 4252 STAIR NOSE MOLDING  
 \*686  
 BB  
 DELIVER WHEN IN  
 Here 10-23-03, Dock Area "J"  
 TKT. #-925416-88  
 \*\*\*\*\*  
 CUSTOM ORDERS ARE NOT RETURNABLE  
 \*\*\*\*\*

UNITS

PRICE/UNIT

EXTENSION

9.000

82.410SF

741.69

1.000

16.990SF

16.99

21.490SF

21.49

1.000

29.840SF

29.84

Freight Amt: 0.00  
 Subtotal: 809.61  
 Tax %: 6.000  
 Tax Amt: 48.54  
 Total: 857.55

OPEN AMOUNT DUE: X  
 RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER  
 WE ARE NOT LIABLE FOR DAMAGE TO CARGO IN TRANSPORT

WE CANNOT GUARANTEE DELIVERY ON THIS MATERIAL SINCE IT IS STORED IN AN UNHEATED BARN. MATERIAL STORED IN AN UNHEATED BARN IS NOT GUARANTEED TO ARRIVE IN THE SAME CONDITION AS WHEN IT WAS SHIPPED.

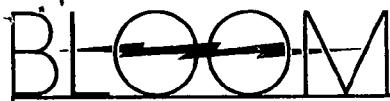
ALL MATERIAL MUST BE UNLOADED AND INSPECTED WITHIN 24 HOURS OF RECEIPT.

NO MATERIAL WILL BE SHIPPED AFTER 10:00 AM.

PORT CHARGES, INVESTIGATION FEES, INSURANCE FEES, AND OTHER FEES ARE THE RESPONSIBILITY OF THE SHIPPER.

EXTRA CHARGES FOR DELIVERY ARE THE RESPONSIBILITY OF THE SHIPPER.

ANY SPECIAL INSTRUCTIONS TO CARRIER



Electric • Heating • Plumbing & Air Conditioning

December 14, 2006

Wayne Neeper Building & Remodeling  
344 Ridge Avenue Extension  
Curwensville, PA 16833

RE: Todd & Kristie Vanderburg

Installation charge for plumbing and heating was **1,595.00**. This price includes labor and material for 2<sup>nd</sup> floor excluding the fixtures.

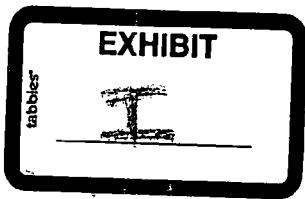
If you need any additional information or have any questions, please telephone my office at one of the numbers listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "J. L. Bloom".

Jerry L. Bloom  
President

Jb/bc



*When you call we get moving!*

8164 Clearfield-Curvansville Highway • Clearfield, PA 16830-9191  
(814) 765-3140 • FAX (814) 765-9231  
Curwensville 236-0147 • DuBois 375-0884 • Philipsburg 342-3850  
EMAIL: kenlearn@pennswoods.net



Curwensville  
814-236-0220

Muncy  
570-546-8026

DuBois  
814-371-9311

State College  
814-237-3511

Indiana  
724-349-2281

Grove City  
724-458-5501

Butler  
724-282-3100

Cranberry  
814-677-7422



Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833

Lezzer Truss Systems, Inc.  
Curwensville  
814-236-0975

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State College - 814-237-3511  
Williamsport, PA - 570-323-9889

Lezzer Pro-Installation  
Curwensville  
814-238-0220

Dynamic Energy  
Curwensville  
814-236-0220

Visit Us At [www.lezzerlumber.com](http://www.lezzerlumber.com)

TYPE OF TRANSACTION

QUOTE/ESTIMATE

Page: 1

LOCATION

CURWENSVILLE

SOLD TO:

NEEFER VANDERBURGH

SHIP TO:

0

1 7 7 6 3

17763

PA

CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WTR. BY	DATE DELIV'D	LOADER
100000009	08:39	17763	080103	1	99	119	1002000	

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
					Valerie Emigj Bath

ITEM NO.	✓ QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 14 DAYS FROM DATE OF ESTIMATE.						
LEZGER LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE-OFFS FROM DRAWINGS OR BLUE PRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMERS INTENDED PROJECT. CUSTOMERS SHOULD HAVE A QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.**						
6181118	1	1	UPSTAIRS BATH			
458390	1	1	5000-13 1HDL T&S FAUCET CHROME	1.000	79.990EA	79.99
411020	1	1	0219540 GEBERIT WHIRLPOOL DRAIN	1.000	89.990EA	89.99
414500	1	1	COLONY WHT RF BOWL 3338.016.020	1.000	34.990EA	34.99
541300	1	1	COLONY WHT TANK 4392.016.020	1.000	55.000EA	55.00
541300	1	1	-DISC-500PRO-000 WHITE WOOD SEAT	1.000	14.990EA	14.99
SC	1	1	ARTIC WHITE CABINETS LEGACY	1.000	513.570EA	513.57
			2EA 36" VANITIES			
			4EA 3" FILLERS			
0181930	2	2	CULTURED MARBLE TOP ALLOWANCE	2.000	260.000EA	520.00
0181930	2	2	3001-71 2HDL LAV FAUCET CHROME	2.000	79.990EA	159.98

WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER,  
WE ARE NOT LIABLE FOR IMPROPER LOADING DAY

WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITH  
An merchandise must be checked when received. No claims for shortages will be allowed and  
returned in good condition will be credited, but subject to a 20% charge to cover cost of handling.

NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.

Parties receiving an estimate will please examine the same carefully as we agree to furnish  
extensions, omissions and leftings are subject to corrections. A finance charge of 1 1/2% PER  
to any unpaid balance past 30 days.

EXHIBIT

tables

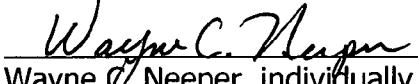
TAX % TAX AMOUNT TOTAL

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

## **VERIFICATION**

I, WAYNE C. NEEPER, being duly authorized to make this Verification, have read the foregoing Complaint. The statements therein are true and correct to the best of my personal knowledge, information and belief.

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

  
\_\_\_\_\_  
Wayne C. Nepper, individually and t/d/b/a  
Wayne C. Nepper Building & Remodeling

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION-LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

\* TYPE OF PLEADING:

\* PRAECIPE FOR ENTRY  
\* OF APPEARANCE \*

\* FILED ON BEHALF OF:  
\* Defendants \*

\* ATTORNEY FOR DEFENDANTS:

\* David C. Mason, Esquire  
\* Supreme Court ID #39180  
\* MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

FILED NO CC  
MJD:5307  
MAR 21 2007  
(GK)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION-LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

VS. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY OF SAID COURT:

Kindly enter my appearance on the behalf of the above named Defendants.

MASON LAW OFFICE

DATED: 3-20-7

By:   
\_\_\_\_\_  
David C. Mason, Esquire,  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

VS. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

\* TYPE OF PLEADING:  
\* CERTIFICATE OF SERVICE \*

\* FILED ON BEHALF OF:  
\* DEFENDANT \*

\* ATTORNEY FOR DEFENDANT:  
\* David C. Mason, Esquire  
\* Supreme Court ID #39180  
\* MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240 \*

\* ATTORNEY FOR PLAINTIFF:  
\* Michael P. Yeager, Esquire  
\* Supreme Court ID #15587  
\* P.O. Box 752  
\* 110 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-9611

FILED *No CC*  
0730541  
APR 23 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH, \*

Defendants \*

CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of an ANSWER CONTAINING NEW MATTER AND COUNTERCLAIM filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

Michael P. Yeager, Esquire  
P.O. Box 752  
110 North Second Street  
Clearfield, PA 16830

DATED: 4/30/07

MASON LAW OFFICE

By: David C. Mason  
David C. Mason, Esquire  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING

Plaintiffs

VS.

TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH,

Defendants

- \* TYPE OF PLEADING:
  - \* ANSWER CONTAINING NEW
  - \* MATTER AND COUNTERCLAIM
- \* FILED ON BEHALF OF:
  - \* DEFENDANTS
- \* ATTORNEY FOR DEFENDANTS:
  - \* David C. Mason, Esquire
  - \* Supreme Court ID #39180
  - \* MASON LAW OFFICE
  - \* P.O. Box 28
  - \* Philipsburg, PA 16866
  - \* (814) 342-2240
- \* ATTORNEY FOR PLAINTIFF:
  - \* Michael P. Yeager, Esquire
  - \* Supreme Court ID #15587
  - \* P.O. Box 752
  - \* 110 North Second Street
  - \* Clearfield, PA 16830
  - \* (814) 765-9611

FILED 200  
03/05/07 Atty Mason  
APR 23 2007  
lm

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDEBRURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

**NOTICE**

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

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE AN 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  
Clearfield, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

NOTICE TO PLEAD

You are hereby required to plead to the within New Matter within twenty (20) days  
from the date of service hereof.

MASON LAW OFFICE

By:   
\_\_\_\_\_  
David C. Mason, Esquire

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.**

**CIVIL ACTION - LAW**

**WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \***

**Plaintiffs \***

**VS. \***

**TODD L. VANDEBURGH and  
KRISTIE E. VANDERBURGH, \***

**Defendants \***

**ANSWER CONTAINING NEW MATTER  
TO CLAIMANT'S COMPLAINT  
AND COUNTERCLAIM**

**AND NOW**, come the Defendants, **TODD L. VANDERBURGH and KRISTIE E. VANDERBURGH**, by and through their attorney, David C. Mason, Esquire, who Answers the Plaintiff's Complaint, and in support thereof aver as follows:

**1. ADMITTED.**

**2. ADMITTED.**

**3. ADMITTED.**

**4. ADMITTED IN PART and DENIED IN PART.** It is admitted that a document entitled Construction Agreement is attached to Plaintiff's Complaint as Exhibit B, however the said copy is signed only by the Plaintiff. To the extent paragraph 4 of Plaintiff's

Complaint alleges or avers that the three pages contained in Exhibit B constitute the sole "Construction Agreement" between the parties, such assertion is denied and strict proof thereof is demanded at trial.

**5. ADMITTED IN PART and DENIED IN PART.** While it is admitted that the quoted language is contained in the writing attached as Exhibit B to Plaintiff's Complaint, the said writing speaks for itself. Any implications arising from the carefully edited phrases, clauses or sentences is denied and strict proof of these averments is demanded at the time of trial.

**6. ADMITTED IN PART and DENIED IN PART.** While it is admitted that the quoted language is contained in the writing attached as Exhibit B to Plaintiff's Complaint, the said writing speaks for itself. Any implications arising from the carefully edited phrases, clauses or sentences is denied and strict proof of these averments is demanded at the time of trial.

**7. ADMITTED IN PART and DENIED IN PART.** While it is admitted that the quoted language is contained in the writing attached as Exhibit B to Plaintiff's Complaint, the said writing speaks for itself. Any implications arising from the carefully edited phrases, clauses or sentences is denied and strict proof of these averments is demanded at the time of trial.

**8. ADMITTED IN PART and DENIED IN PART.** While it is admitted that the quoted language is contained in the writing attached as Exhibit B to Plaintiff's Complaint, the said writing speaks for itself. Any implications arising from the carefully edited phrases, clauses or sentences is denied and strict proof of these averments is demanded at the time

of trial.

**9. ADMITTED IN PART and DENIED IN PART.** It is admitted that the Defendants were to perform certain aspects of the painting and finishing. It is denied that any of the written contract provides that the Defendants were to "provide some of the labor and finishing . . . as the same related to the split log siding finish.". By way of further answer, the written document attached to Plaintiff's Complaint as Exhibit B contains the following language: The contractor shall supervise and direct the work

**10. ADMITTED IN PART and DENIED IN PART.** It is admitted that Plaintiff built and completed the house. It is denied that Plaintiff did so "in accordance with the contract terms as well as the various other discussions between the parties". Strict proof of this averment is demanded at the time of trial. By way of further answer, please see New Matter.

#### **COUNT I**

11. Paragraphs 1 through 10 are incorporated herein.

**12. DENIED.** It is denied that the parties understood or agreed that the stairway was not to be completed or finished. To the contrary, it was the agreement of the Defendants and their contractor, as stated in Exhibit "B", that the second floor would be "studded, bath roughed in and rough wired only".

**13. DENIED.** It is denied that after execution of the contract Defendants first requested that Plaintiff finish the stairway. By way of further answer, Defendants incorporate herein their answer to paragraph 12.

**14. ADMITTED.** By way of further answer, Defendants incorporate herein their

answer to paragraph 12.

**15. ADMITTED IN PART AND DENIED IN PART.** It is admitted that Plaintiff supplied the material and labor to complete the interior stairway pursuant to the terms of the contract. The balance of the averment contained in paragraph 15 is incomprehensible, and accordingly it must be denied that the Plaintiff further provided the labor only to hang two (2) first floor interior doors (said labor also not having been contemplated at the time the contract was completed), and strict proof thereof to the extent deemed relevant is demanded at the time of trial.

**16. DENIED.** To the extent paragraph 16 of Plaintiff's Complaint avers that Defendants owe Plaintiff the sum of \$1,448.55 for finishing a stairway in the home, such averment is denied and strict proof thereof is demanded at the time of trial.

**17. ADMITTED IN PART DENIED IN PART.** Contractor ordered two doors for the first floor master bedroom that opened in the wrong direction. Subsequently, the contractor was informed that the purchased doors would work in the second floor bedrooms. Contractor ordered two additional doors to fix his mistake.

**18. DENIED.** To the extent paragraph 18 of Plaintiff's Complaint avers that Defendants owe the sum of \$1,310.00 for labor for installing two (2) doors on the first floor and the finish trim for the stairs and railing, said averment is denied and strict proof thereof is demanded at the time of trial.

**19. ADMITTED IN PART AND DENIED IN PART.** It is admitted that Defendants chose lighting for the installation for their new home. The construction agreement attached as Exhibit "B" to Plaintiff's Complaint contains the following language:

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the work.

By way of further answer, the purchase and installation of lighting fixtures is part of the construction of a new home. To the extent paragraph 19 of Plaintiff's Complaint avers Defendants owe the sum of \$1,525.00 for the purchase and installation of lighting, said averment is denied and strict proof thereof is demanded at the time of trial.

**20. ADMITTED.**

21. **DENIED.** It is denied that the parties agreed upon or that the Contract provided a specific allowance for the first floor bathroom. Strict proof of this averment is demanded at the time of trial. To the extent paragraph 21 of Plaintiff's Complaint avers that Defendants owe the sum of \$3,431.33, said averment is denied and strict proof is demanded at the time of trial.

22. **DENIED.** It is denied that the parties agreed upon or that the Contract provided a specific allowance for floor covering. Strict proof of this averment is demanded at the time of trial. To the extent paragraph 22 of Plaintiff's Complaint avers that Defendants owe the sum of \$3,473.53, said averment is denied and strict proof is demanded at the time of trial.

**23. ADMITTED.**

**24. ADMITTED.**

**25. ADMITTED.**

26. **DENIED.** It is denied that Plaintiff purchased excess stone for Defendants'

residence. If Plaintiff did purchase excess stone for Defendants' residence, which averment is strictly denied, then it is as a result of an error on the part of the Plaintiff, and/or the result of the failure of the Plaintiff to construct a flue and stone the same in accordance with the Contract between the Plaintiff and Defendants. To the extent paragraph 26 of Plaintiff's Complaint avers that Defendants owe the sum of \$735.25 for excess stone, this averment is denied and strict proof is demanded at the time of trial.

**27. ADMITTED.** By way of further answer, please see New Matter.

**28. ADMITTED.** By way of further answer, please see New Matter.

**29. ADMITTED IN PART AND DENIED IN PART.** It is admitted that the house was to be "covered with house wrap". It is admitted that no house wrap was installed. It is denied that the supplier of the exterior log siding advised the Plaintiff not to incorporate an exterior house wrap. Strict proof to the contrary is demanded at the time of trial.

**30. ADMITTED IN PART AND DENIED IN PART.** It is admitted that Defendants are entitled to a credit for house wrap at least in the amount of \$434.97, the cost of the material. In addition, Defendants are entitled to a credit for the labor for the installation of house wrap.

**WHEREFORE**, Defendants pray your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint and entering judgment in favor of Defendants and against Plaintiff.

## **COUNT II**

31. Paragraph 1 through 30 are incorporated herein.

**32. ADMITTED.** By way of further answer, Defendants aver that any excess siding

material was purchased by contractor as a result of Plaintiff's error, and was already included in the bid price of the house.

33. **ADMITTED.** By way of further answer, Defendants incorporate herein their answer to paragraph 32 above, and additionally, Defendants believe that any excess siding has been paid for by Defendants and should remain their property.

**WHEREFORE**, Defendants pray your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint and entering judgment in favor of Defendants and against Plaintiff.

### **COUNT III**

34. Paragraphs 1 through 33 are incorporated herein.

35. **ADMITTED.**

36. **ADMITTED IN PART AND DENIED IN PART.** It is admitted that a heating and plumbing contractor worked on the second floor of Defendants' home. It is denied that the same was unfortunate, as Exhibit "B" to Plaintiff's Complaint specifically identifies that the second floor bath is to have a one-piece fiberglass tub and shower. Defendants deny that the sub-contractor performed finish plumbing to the second floor.

37. **DENIED.** To the extent paragraph 37 of Plaintiff's Complaint states or implies that Defendants directed that a subcontractor perform additional work not contracted for to the second floor of Defendants' home, that averment is denied. It is further denied that Defendants received any benefit for which they have not contracted and have not paid. Strict proof to the contrary is demanded at the time of trial.

38. **DENIED.** To the extent paragraph 38 of Plaintiff's Complaint states or implies

that Defendants received an additional benefit paid for by the Plaintiff with regard to the heating and plumbing to the second floor in the amount of \$1,595.00, that averment is denied. Strict proof to the contrary is demanded at the time of trial.

39. **DENIED.** Answering Defendants specifically deny that Exhibit "J" attached to Plaintiff's Complaint is an invoice for bath and plumbing fixtures purchased by the Defendants and billed to the Plaintiff.

**WHEREFORE**, Defendants pray your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint and entering judgment in favor of Defendants and against Plaintiff.

#### **COUNT IV**

40. Paragraphs 1 through 39 are incorporated herein.

41 - 42. **DENIED.** Defendants deny the averments contained in paragraphs 41 and 42 of Plaintiff's Complaint. Defendants incorporate herein their answer to all previous paragraphs of this Answer. It is denied that Defendants have been unjustly enriched in the amount of \$13,684.46.

**WHEREFORE**, Defendants pray your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint and entering judgment in favor of Defendants and against Plaintiff.

## **COUNT V**

43. Paragraphs 1 through 42 are incorporated herein.

44. Paragraph 44 contains a conclusion of law not an averment of fact therefore no response is necessary or required. To the extent a response is necessary, the averment contained in paragraph 44 of Plaintiff's Complaint is denied and strict proof thereof is demanded at the time of trial.

**WHEREFORE**, Defendants pray your Honorable Court for the entry of an Order dismissing Plaintiff's Complaint and entering judgment in favor of Defendants and against Plaintiff.

## **NEW MATTER**

45. Paragraphs 1 through 44 are incorporated herein.

46. Defendants' house leaks as the result of improperly installed flashing, caulk or roofing material.

47. Defendants are entitled to credits for allowances and uncompleted items in an amount less than the jurisdictional amount for compulsory arbitration, or \$11,476.26 as detailed on Exhibit "A" attached to this pleading.

48. Additionally, Defendants' home suffers from other defects in materials, workmanship or practices.

## **COUNTERCLAIM**

49. Paragraphs 1 through 48 are incorporated herein.

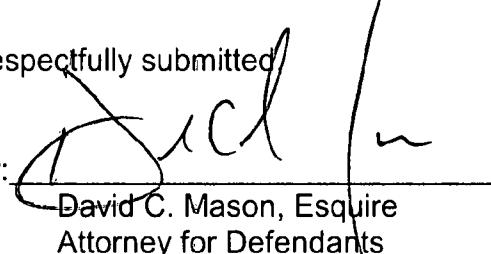
50. Defendants assert a claim in the amount of \$11,476.26 for allowances and uncompleted items.

51. Defendants' home leaks as the result of a lack of proper flashing.
52. Defendants' home has been constructed without an appropriate house-wrap.
53. The cost for repair of the water penetration and infiltration into Defendants' home exceeds the amount for compulsory arbitration.

**WHEREFORE**, Defendants demand that judgment be entered in favor of Defendants and against Plaintiff in an amount in excess of \$25,000.00.

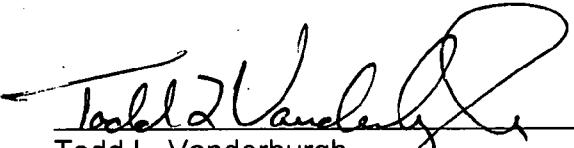
Respectfully submitted

By:

  
David C. Mason, Esquire  
Attorney for Defendants

**VERIFICATION**

We, verify that the statements made in the foregoing ANSWER CONTAINING NEW MATTER AND COUNTERCLAIM are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 PA. C.S. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Todd L. Vanderburgh

  
\_\_\_\_\_  
Kristie E. Vanderburgh

Item	allowance	cost	amount Owed to Owners	Reference Item
1. Kitchen allowance	\$7,500.00	\$5,911.00	\$1,589.00	Item "1"
2. Fireplace	\$1,600.00	\$1,014.42	\$684.13	Item "2"
3. Interior doors	\$2,000.00	\$1,133.55	\$866.45	Item "3"
4. Flooring Allowance	\$7,300.00	\$6,796.09	\$503.91	Item "4"
5.Tyvek			\$434.97	Item "5"
		Total owed to owner	\$4078.46	

Items paid for by the Owners

Item	Amount paid by owner	Reference Item
Colonial Casing and Base	\$999.77	Item "6"
Front Door Knob	\$138.58	Item "7"
Insulation for Garage (To stop leak in Bathroom)	\$298.70	Item "8"
Excavation	\$2,385.00	Item "9"

Total cost \$3822.05

Owed to Owner

Stone Exterior Chimney Not Completed by Contractor

Estimated Cost - \$6,157.38 plus escalated cost Item "10"

Total owed to owner \$6,157.38+

Items owed to contractor from the owner per Civil Action Suit filed on 03/08/2007

Bob Billotte Electric	(\$1,525.00)
Exterior Doors (allowance \$1,500.00 owner spent 2,556.63)	(\$1,056.63)
Credit to contractor	(\$2,581.63)

Total owed to owner by the Neeper contracting \$14,057.89  
Credit to Contractor - \$2,581.63

Total owed to Owner by Neeper contracting \$11,476.26  
 Plus court cost and reasonable attorney fees

*Ex. "A"*

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

WAYNE C. NEEPER, individually and : No. 07 - 354 - CD  
t/d/b/a WAYNE C. NEEPER BUILDING :  
& REMODELING : Type of Case: Assumpsit  
Plaintiff :  
vs : Type of Pleading: Reply to New Matter  
and Counterclaim :  
TODD L. VANDERBURGH and : Filed on Behalf of: Plaintiff  
KRISTIE E. VANDERBURGH, :  
Defendants :  
:

Counsel of Record for this Party:

Michael P. Yeager, Esq.  
Supreme Court No.: 15587  
P.O. Box 752  
110 North Second Street  
Clearfield, PA 16830  
(814) 765-9611

FILED

MAY 11 2007

o 112-201-6  
William A. Shaw  
Prothonotary/Clerk of Courts

2007 to 1007

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

WAYNE C. NEEPER, individually and :  
t/d/b/a WAYNE C. NEEPER BUILDING & :  
REMODELING, :  
Plaintiff :  
VS :  
TODD L. VANDERBURGH and :  
KRISTIE E. VANDERBURGH, :  
Defendants :  
No. 07 - 354 - CD

## **REPLY TO NEW MATTER AND COUNTERCLAIM**

**COMES NOW**, the Plaintiff, **WAYNE C. NEEPER**, individually and t/d/b/a  
**WAYNE C. NEEPER BUILDING & REMODELING**, by and through his attorney,  
**MICHAEL P. YEAGER, ESQUIRE**, and files the within Reply to New Matter and  
Counterclaim whereof the following is a statement:

45. Paragraph 45 of Defendants' New Matter incorporates previously paragraphs and therefore requires no response. To the extent that a response is required, Plaintiff incorporates the averments contained within his Complaint.

46. Any implication from Paragraph 49 of Defendants' New Matter to the effect that the Defendants' house leaks as a result of Plaintiff having improperly installed flashing, caulking or roofing material is specifically denied. On the contrary, Plaintiff alleges that if any leaks do in fact exist with regard to Defendants' house, those leaks are as a result of defective work on the part of the Defendants in finishing the outside surfaces of the house. Additionally, Plaintiff is without specific knowledge or

information to form a belief as to the truth or falsity of the averments of Paragraph 46 of Defendants' New Matter; with the same being denied, and strict proof thereof is demanded at the trial of this case.

47. Plaintiff denies that Defendants are entitled to credits or allowances and uncompleted items as alleged in Paragraph 47 of Defendants' New Matter. On the contrary, Plaintiff incorporates the allegations contained within his Complaint relative to any credits to which Defendants might otherwise be entitled. Otherwise, Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained therein; with the same being denied, and strict proof thereof is demanded at the trial of this case.

48. Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 48 of Defendants' New Matter and Counterclaim; with the same being denied, and strict proof thereof is demanded at the trial of this case.

## **COUNTERCLAIM**

49. The averments contained in Paragraph 49 of Defendants' Counterclaim merely incorporate Paragraphs 1 through 48 of Defendants' Answer and New Matter and therefore do not require a response. To the extent a response is required, Plaintiff refers to and incorporates its responses to Paragraphs 45 through 48 of Defendants' Answer and New Matter as well as the allegations contained within his Complaint.

50. Plaintiff denies that Defendants are entitled to a Counterclaim as otherwise described in Exhibit A of Defendants' New Matter. On the contrary, Plaintiff

incorporates the averments contained within his Complaint which details any credits to which Defendants are entitled. Otherwise, Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained therein; with the same being denied, and strict proof thereof is demanded at the trial of this case.

51. Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 50 of Defendants' New Matter and Counterclaim; with the same being denied, and strict proof thereof is demanded at the trial of this case.

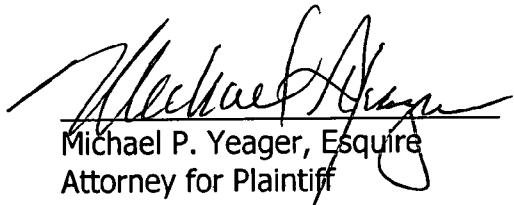
52. Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 52 of Defendants' New Matter and Counterclaim; with the same being denied, and strict proof thereof is demanded at the trial of this case.

53. Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 53 of Defendants' New Matter and Counterclaim, with the same being denied, and strict proof thereof is demanded at the trial of this case. Additionally, portions of Paragraph 53 of Defendants' Counterclaim plead a conclusion of law to which no response is required. Otherwise, Plaintiff incorporates his responses to Paragraphs 45 through 48 of Defendants' Answer and New Matter as well as the allegations contained within his Complaint.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendants, the sum of Thirteen Thousand Six Hundred Eighty-Four and 46/100

(\$13,684.46) Dollars, along with the estimated value of the log siding, together with continuing interest, reasonable attorney's fees and additional costs of suit for which judgment is accordingly demanded against the Defendants Todd L.Vanderburgh and Kristie E. Vanderburgh.

Respectfully submitted:



Michael P. Yeager, Esquire  
Attorney for Plaintiff

## **VERIFICATION**

I, WAYNE C. NEEPER, being duly authorized to make this Verification, have read the foregoing Reply to New Matter and Counterclaim. The statements therein are true and correct to the best of my personal knowledge, information and belief.

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

Wayne C. Neper  
Wayne C. Neper, individually and t/d/b/a  
Wayne C. Neper Building & Remodeling

## **CERTIFICATE OF SERVICE**

I, Michael P. Yeager, Esquire, hereby certify that I served a true and correct copy of the foregoing Reply to New Matter and Counterclaim by First Class U.S. Mail, this 11th day of May, 2007, upon the following: David C. Mason, Esquire, P.O. Box 28, Philipsburg, PA 16866. Said forwarding was by First Class Mail, postage prepaid.



\_\_\_\_\_  
Michael P. Yeager, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102533  
NO: 07-354-CD  
SERVICE # 1 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: WAYNE C. NEEPER ind & t/d/b/a WAYNE C. NEEPER BUILDING & REMODELING  
VS.  
DEFENDANT: TODD L. VANDERBURGH and KRISTIE E. VANDERBURGH

SHERIFF RETURN

---

NOW, March 14, 2007 AT 2:18 PM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON TODD L. VANDERBURGH DEFENDANT AT 321 DANVER COUNTRY LANE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KRISTIE VANDERBURGH, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

FILED  
07-354-CD  
JUN 29 2007  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102533  
NO: 07-354-CD  
SERVICE # 2 OF 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: WAYNE C. NEEPER ind & t/d/b/a WAYNE C. NEEPER BUILDING & REMODELING  
vs.  
DEFENDANT: TODD L. VANDERBURGH and KRISTIE E. VANDERBURGH

**SHERIFF RETURN**

---

NOW, March 14, 2007 AT 2:18 PM SERVED THE WITHIN COMPLAINT IN ASSUMPSIT ON KRISTIE E. VANDERBURGH DEFENDANT AT 321 DANVER COUNTRY LANE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KRISTIE E. VANDERBURGH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN ASSUMPSIT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102533  
NO: 07-354-CD  
SERVICES 2  
COMPLAINT IN ASSUMPSIT

PLAINTIFF: WAYNE C. NEEPER ind & t/d/b/a WAYNE C. NEEPER BUILDING & REMODELING  
vs.

DEFENDANT: TODD L. VANDERBURGH and KRISTIE E. VANDERBURGH

**SHERIFF RETURN**

---

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	YEAGER	5383	20.00
SHERIFF HAWKINS	YEAGER	5383	26.39

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007

  
By   
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

VS. \*

TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH, \*

Defendants \*

\* TYPE OF PLEADING:

\* Praecipe to Place on Trial List \*

\* FILED ON BEHALF OF:  
DEFENDANTS \*

\* ATTORNEY FOR DEFENDANTS:  
\* David C. Mason, Esquire  
\* Supreme Court ID #39180  
\* MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240 \*

\* ATTORNEY FOR PLAINTIFF:  
\* Michael P. Yeager, Esquire  
\* Supreme Court ID #15587  
\* P.O. Box 752  
\* 110 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-9611 \*

**FILED** NO cc  
MTC:tlakd  
JUL 27 2009  
(610)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

PRAECIPE FOR TRIAL LIST

TO THE PROTHONOTARY OF SAID COURT:

Kindly list the above captioned matter on the Trial List. I certify that the pleadings are closed and there are no outstanding Discovery Motions and that all Discovery has been completed.

A copy of this Notice is, on this date, being served upon the attorney for the Defendants, Michael P. Yeager, Esquire.

DATED:

7/22/09

MASON LAW OFFICE

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiffs  
Supreme Court No. 39180

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING

Plaintiffs

vs.

TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH,

Defendants

\* TYPE OF PLEADING:  
\* CERTIFICATE OF SERVICE

\* FILED ON BEHALF OF:  
\* DEFENDANT

\* ATTORNEY FOR DEFENDANT:  
\* David C. Mason, Esquire  
\* Supreme Court ID #39180  
\* MASON LAW OFFICE  
\* P.O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

\* ATTORNEY FOR PLAINTIFF:  
\* Michael P. Yeager, Esquire  
\* Supreme Court ID #15587  
\* P.O. Box 752  
\* 110 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-9611

FILED  
M/F/16/09 NO CC  
JUL 27 2009  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

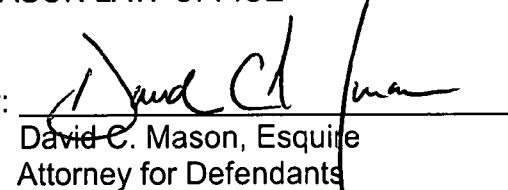
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PRAECIPE TO PLACE ON TRIAL LIST filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

Michael P. Yeager, Esquire  
P.O. Box 752  
110 North Second Street  
Clearfield, PA 16830

MASON LAW OFFICE

DATED: 7/22/9

By:   
David C. Mason, Esquire  
Attorney for Defendants

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

WAYNE C. NEEPER, individually and  
t/d/b/a WAYNE C. NEEPER BUILDING  
REMODELING

vs.

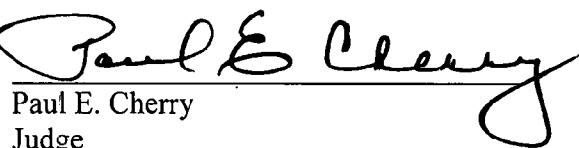
No. 07-354-CD

TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH

**ORDER**

AND NOW, this 13<sup>th</sup> day of August, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for Wednesday, October 21, 2009 at 1:30 P.M. in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
Paul E. Cherry  
Judge

FILED  
01/10/05  
AUG 14 2009  
S William A. Shaw  
Prothonotary/Clerk of Courts  
100  
Attys: Yeager  
Mason  
CWL

**FILED**

**AUG 14 2009**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/14/09

       You are responsible for serving all appropriate parties.

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

       Plaintiff(s)  Plaintiff(s) Attorney        Other

       Defendant(s)  Defendant(s) Attorney        Other

       Special Instructions:

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

WAYNE C. NEEPER, individually and :  
t/d/b/a WAYNE C. NEEPER BUILDING & :  
REMODELING, :  
Plaintiff :  
: No. 07 - 354 - CD  
vs :  
: :  
TODD L. VANDERBURGH and :  
KRISTIE E. VANDERBURGH, :  
Defendants :  
:

5 FILED No CC.  
93:24 LM  
SEP 24 2009

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of Plaintiff's First Request for Production of Documents and First Set of Interrogatories to Defendants was served on the attorney for the Defendants this 24<sup>TH</sup> day of September, 2009 by United States First Class Mail, as follows:

David C. Mason, Esquire  
MASON LAW OFFICE  
P.O. Box 28  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Michael P. Yeager, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

VS. \*

TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH, \*

Defendants \*

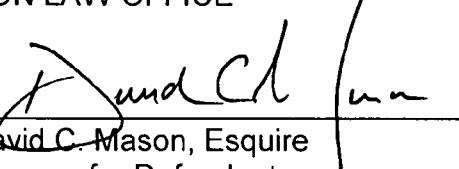
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of a PRE-TRIAL MEMORANDUM filed to the above captioned action, by placing the same in the United States mail, postage prepaid and addressed as follows:

Michael P. Yeager, Esquire  
P.O. Box 752  
110 North Second Street  
Clearfield, PA 16830

MASON LAW OFFICE

DATED: 10-14-09

By: 

David C. Mason, Esquire  
Attorney for Defendants

5 FILED NO CC  
10-14-09  
OCT 15 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

(PA

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

WAYNE C. NEEPER, individually and : NO. 07-354-CD  
t/d/b/a WAYNE C. NEEPER BUILDING :  
& REMODELING :  
V. :  
TODD L. VANDERBURGH and :  
KRISTIE E. VANDERBURGH :  
:

ORDER

AND NOW, this 21<sup>st</sup> day of October, 2009, this being the date set for Pre-Trial Conference, it is the ORDER of this Court as follows:

1. Non-Jury Trial in this matter is scheduled for March 17 and 18, 2010, beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. The deadline for providing any and all outstanding discovery shall be by and no later than forty-five (45) days prior to the commencement of trial.
3. Counsel for the parties, if they so desire, may submit a Trial Brief to the Court no more than thirty (30) days prior to the commencement of trial.
4. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,

  
PAUL E. CHERRY,  
JUDGE

FILED 10/3/2009  
OCT 26 2009  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
Mason  
Teager

(GLV)

**FILED**

**OCT 26 2009**

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

DATE: 10/26/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

\* TYPE OF PLEADING: Notice of Service of  
\* Responses to Interrogatories \*

\* FILED ON BEHALF OF: DEFENDANTS \*

\* ATTORNEY FOR DEFENDANTS:  
\* David C. Mason, Esquire  
\* Supreme Court ID #39180  
\* MASON LAW OFFICE  
\* P.O. Box 28  
\* 200 N. Front St., Suite 201  
\* Philipsburg, PA 16866  
\* (814) 342-2240 \*

\* ATTORNEY FOR PLAINTIFFS:  
\* Michael P. Yeager, Esquire  
\* Supreme Court ID #15587  
\* P.O. Box 752  
\* 110 North Second Street  
\* Clearfield, PA 16830  
\* (814) 765-9611 \*

FILED  
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William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and  
KRISTIE E. VANDERBURGH,

Defendants \*

NOTICE OF SERVICE OF INTERROGATORIES

Notice is hereby given that on the 13<sup>th</sup> day of January, 2010, the Defendants, by and through their attorney, David C. Mason, served their responses to First Set of Interrogatories and Request for Production of Documents on MICHAEL P. YEAGER, ESQUIRE, Attorney for Plaintiffs, by mailing the original and two copies of the same via First Class United States Mail, postage prepaid, to the following address:

Michael P. Yeager, Esquire  
P.O. Box 752  
110 North Second Street  
Clearfield, PA 16830

MASON LAW OFFICE

BY: D. C. Mason

David C. Mason, Esquire  
Attorney for Defendants.

at

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

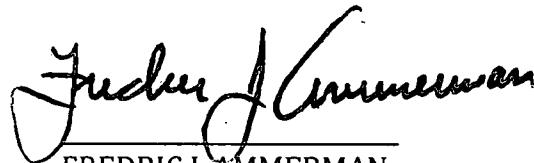
WAYNE NEEPER \* NO. 2007-354-CD  
WAYNE NEEPER BUILDING & REMODELING \*  
Plaintiffs \*  
vs. \*  
TODD VANDERBURGH \*  
KRISTIE VANDERBURGH \*  
Defendants \*

**ORDER**

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

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

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

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William A. Shaw  
Prothonotary/Clerk of Courts  
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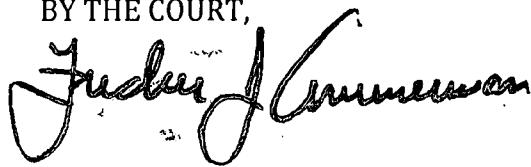
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

WAYNE NEEPER, WAYNE NEEPER BUILDING \* NO. 2007-354-CD  
& REMODELING, \*  
Plaintiff \*  
vs. \*  
TODD VANDERBURGH and KRISTIE VANDERBURGH \*  
Defendants \*  
CA

O R D E R

NOW, this 8<sup>th</sup> day of May, 2013, upon request of David C. Mason, Esquire; it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for **May 8, 2013** be and is hereby **rescheduled to the 27th day of June, 2013 at 1:30 p.m.** in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED  
MAY 12 2013  
S  
William A. Shaw  
Prothonotary/Clerk of Courts  
1CC Atty's:  
Yeager  
mason  
66

**FILED**

**MAY 08 2013**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \*  
& REMODELING \*  
\*  
\* No. 07-354-CD

Plaintiffs \*

vs. \*

TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*

Defendants \*

\*/ \* TYPE OF ACTION: PRAECIPE TO  
\*/ \* SETTLE & DISCONTINUE

\*/ \* FILED ON BEHALF OF: DEFENDANTS

\*/ \* COUNSEL OF RECORD FOR THIS  
\*/ \* PARTY:

\*/ \* David C. Mason, Esquire  
\*/ \* Supreme Court I.D. #39180  
\*/ \* Attorney at Law  
\*/ \* 200 N. Front St., Suite 201  
\*/ \* P. O. Box 28  
\*/ \* Philipsburg, PA 16866  
\*/ \* (814) 342-2240

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William A. Shaw  
Prothonotary/Clerk of Courts

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**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.**

## **CIVIL ACTION - LAW**

## **PRAEICE TO SETTLE AND DISCONTINUE**

TO THE PROTHONOTARY OF SAID COURT:

Kindly mark the Counter-Claim in the above captioned matter settled and discontinued.

MASON LAW OFFICE

DATED:

Bv:

David C. Mason, Esquire,  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

WAYNE C. NEEPER, individually and \*  
t/d/b/a WAYNE C. NEEPER BUILDING \* No. 07-354-CD  
& REMODELING \*  
\*  
Plaintiffs \*  
\*  
vs. \*  
\*  
TODD L. VANDERBURGH and \*  
KRISTIE E. VANDERBURGH, \*  
\*  
\*  
Defendants \*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Praeclipe to Settle and Discontinuue was served upon the following by depositing the same in the U.S. Mail, postage prepaid, and addressed as follows:

Michael P. Yeager, Esquire  
P.O. Box 752  
110 North Second Street  
Clearfield, PA 16830

MASON LAW OFFICE

DATED: 6-18-13

By:

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Defendants

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

WAYNE C. NEEPER, individually and t/d/b/a WAYNE \* NO. 2007-354-CD  
C. NEEPER BUILDING & REMODELING \*  
Plaintiffs \*  
vs. \*  
TODD L. VANDERBURGH and KRISTIE E. VANDERBERG, \*  
Defendants \*

ORDER

NOW, this 19<sup>th</sup> day of June, 2013, the Court notes that a Praeclipe to Settle and Discontinue in the above-captioned case was filed on June 19, 2013 by David C. Mason, Esquire. Therefore, it is the ORDER of this Court that the **status conference** in the above-captioned case scheduled for the 27th day of June, 2013 is **canceled**.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

FILED 10:24AM JUN 20 2013  
S William A Yeager  
Prothonotary Mason  
Court  
66