

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
t/d/b/a WAYNE C. NEEPER BUILDING
& REMODELING

Plaintiff

, vs

TODD L. VANDERBURGH and
KRISTIE E. VANDERBURGH,
Defendants

: No. 07 - 354 - CD

:

: Type of Case: Assumpsit

:

: Type of Pleading: Complaint

:

: Filed on Behalf of: Plaintiff

:

:

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 *Att*
9/12/2007 *2cc SHR*
MAR 08 2007 *(Lm)*

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	:	
	:	No. 07 - - CD
vs	:	
	:	
TODD L. VANDERBURGH and	:	
KRISTIE E. VANDERBURGH,	:	
Defendants	:	

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 $\frac{3}{4}$ 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

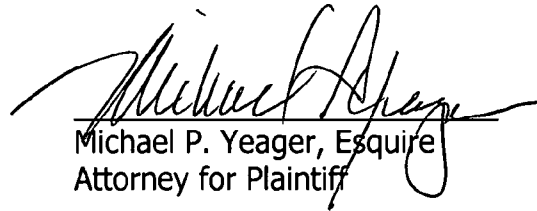
43. Plaintiff incorporates previous Paragraphs 1 through 42 as though the same were more fully set forth at length herein.

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

This Deed

MADE the 15th 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.



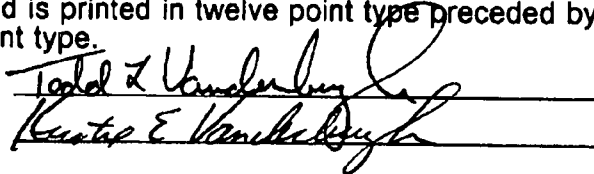
TOGETHER with all and singular, the improvements, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever 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:

Kristen L. Zurat

"as to both"

Tom J. Danver {SEAL}
Thomas J. Danver

Pamela Sue Danver {SEAL}
Pamela Sue Danver

Commonwealth Of Pennsylvania

:

: ~~SS~~.

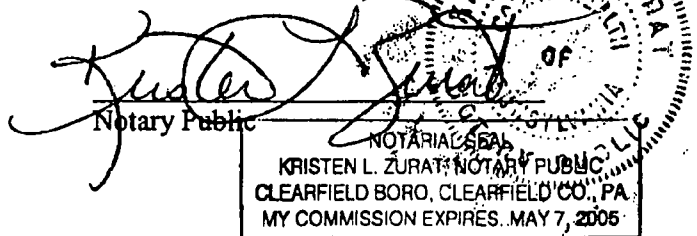
County Of Clearfield

:

On this, the 15th 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
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	\$10.00
JUSTICE	
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 3rd 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. Anper

.....

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 fiberglass 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

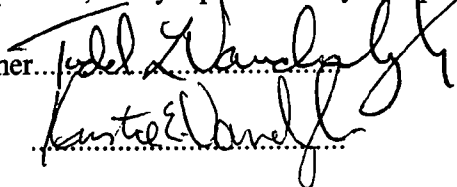
Master bath- floor tile

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

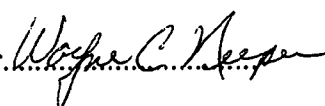
Owner will install all trim, prime and paint walls and finish trim.

All permits, utility taps and utility fees paid by owner

Owner.....


.....

Contractor.....


.....



Curwensville
814-236-0220

DuBois
814-371-3311

Indiana
724-345-2761

Butler
724-123-3100

Muncy
570-546-8026

State College
814-231-3511

Grove City
724-458-5501

Cranberry
814-677-1422

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

Lezzer Truss Systems, Inc.
Curwensville
814-236-0875

Lezzer Commercial Sales
Curwensville
814-236-0220

Lezzer Pro-Installation
Curwensville
814-236-0220

Dynamic Energy
Curwensville
814-236-0220

TYPE OF TRANSACTION

CHARGE SALE

M

SHIP TO:

STR 1

Page: 1

LOCATION

CURWENSVILLE

SOLD TO:

NEEPER HILING & REMODELING 814-592-0150
WAYNE C. NEEPER
344 RIDGE AVE. EXT.
CURWENSVILLE



12362177

PA 16833

DATE DELV'D

LOADER

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LOADER

12362177

ORDER QUOTE NO.

P.O. NO.

JOB NUMBER

TRUCK NO.

SALESMAN

DRIVER

0

Elaine Russell

ITEM NO.	QUANTITY	QUALITY	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
1184P16	1	1	16' 1 X 10 WHITE PINE #2	1.000	14.400PC	14.400
184P10	1	1	10' 1 X 8 WHITE PINE #2	1.000	6.800PC	6.800
164P10	1	1	10' 1 X 6 WHITE PINE #2	1.000	4.600PC	4.600
168	4	4	8' 1 X 6 WHITE PINE #2	4.000	3.600PC	14.400
144P14	1	1	-DISC- 14' 1 X 6 WHITE PINE #2	1.000	3.900PC	3.900

WE WILL BE AT YOUR SERVICE FOR YOUR ORDER FOR LUMBER.
WE ARE NOT LIABLE FOR ANY DAMAGE TO LUMBER.

WE CANNOT GUARANTEE PRICES ON THE LUMBER MARKET. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
All measurements shall be checked and approved by the Lezzer Lumber Company. No measurements shall be taken by anyone other than a Lezzer Lumber Company employee.
Lumber prices are subject to change without notice. Prices are quoted as delivered to the job site. Taxes and other charges are extra.
Lumber is sold as is. No warranty is made for any use other than for the intended use.
Lumber is sold as is. No warranty is made for any use other than for the intended use.
Lumber is sold as is. No warranty is made for any use other than for the intended use.

Freight Amt. 0.00

SUB-TOTAL

TAX

TOTAL

5.000

5.000

5.000

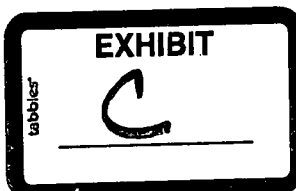
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Curwensville 814-236-0220
Muncy 570-546-8026
State College 814-237-3511
Butler 724-282-3100
Indiana 724-348-2283
Cranberry 814-677-7422
Visit Us At www.leazerlumber.com
Lazer Truss Systems, Inc. Lazer Commercial Sales
Curwensville 814-236-0220
Lazer Pro-Installation
Curwensville 814-237-3511
Lazer Commercial Doors
Curwensville 814-236-7424
State College 814-237-3511
Williamsport, PA 570-323-9889
Dynamic Energy
Curwensville 814-236-0220

TYPE OF TRANSACTION: CHARGE SALE M
SOLD TO: NEEDER BLDG & REMODELING 814-592-0150
SHIP TO: CURLENSVILLE



CUSTOMER NO. 17331
P.O. NO. FLETCHERVILLE
JOB NUMBER VANDERBURGH JOB
TRUCK NO. 1115700
DATE DELTD LOADER
11:38 743537 110503 1 45 28
CURLENSVILLE 12362177

ORDER QUOTE NO. 17331
P.O. NO. FLETCHERVILLE
JOB NUMBER VANDERBURGH JOB
TRUCK NO. 1115700
DATE DELTD LOADER
11:38 743537 110503 1 45 28
CURLENSVILLE 12362177

ITEM NO.	QUANTITY	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
50	8	11-4-03, Dock Area "J" Tkt. #081076-00 CUSTOM ORDERS ARE NOT RETURNABLE	8.000	2.700EA	21.60
50	52	11-4-03, Dock Area "J" Tkt. #081076-00 CUSTOM ORDERS ARE NOT RETURNABLE	52.000	2.150EA	111.00
56	56	FROM C-VILLE STOCK: LIN FT 5/4X12" YP STEPPING C6TR 4-14'	56.000	2.600LF	145.60

Freight Amt. 0.00
SUB-TOTAL 1005.65
TAX 6.000
TOTAL 1065.99
UPS H AMOUNT DUE: 1065.99



Curwensville 814-236-0220
Muncy 570-546-8026
State College 814-237-3511
Butler 724-282-3100
Indiana 724-348-2283
Cranberry 814-677-7422
Visit Us At www.leazerlumber.com
Lazer Truss Systems, Inc. Lazer Commercial Sales
Curwensville 814-236-0220
Lazer Pro-Installation
Curwensville 814-237-3511
Lazer Commercial Doors
Curwensville 814-236-7424
State College 814-237-3511
Williamsport, PA 570-323-9889
Dynamic Energy
Curwensville 814-236-0220

TYPE OF TRANSACTION: CHARGE SALE M
SOLD TO: NEEDER BLDG & REMODELING 814-592-0150
SHIP TO: CURLENSVILLE



CUSTOMER NO. 17331
P.O. NO. FLETCHERVILLE
JOB NUMBER VANDERBURGH JOB
TRUCK NO. 1115700
DATE DELTD LOADER
07:20 731748 102403 1 45 28
CURLENSVILLE 12362177

ORDER QUOTE NO. 16857
P.O. NO. FLETCHERVILLE
JOB NUMBER VANDERBURGH JOB
TRUCK NO. 1115700
DATE DELTD LOADER
07:20 731748 102403 1 45 28
CURLENSVILLE 12362177

ITEM NO.	QUANTITY	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
50	8	11-4-03, Dock Area "J" Tkt. #081076-00 CUSTOM ORDERS ARE NOT RETURNABLE	8.000	2.700EA	21.60
50	52	11-4-03, Dock Area "J" Tkt. #081076-00 CUSTOM ORDERS ARE NOT RETURNABLE	52.000	2.150EA	111.00
56	56	FROM C-VILLE STOCK: LIN FT 5/4X12" YP STEPPING C6TR 4-14'	56.000	2.600LF	145.60

Freight Amt. 0.00
SUB-TOTAL 279.00
TAX 6.000
TOTAL 295.74
UPS H AMOUNT DUE: 295.74

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



Date: 11/06/2003

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

Page 2

[illegible]

Bob

EXHIBIT
E

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

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



Customer

Job: Todd & Kristy
Vanderberg

State/Zip: PA 16833

Thank You,
Bob

Serving The Community For Over 20 Years



Curwensville
814-238-0220

DuBois
814-371-9311

Indiana
724-349-2281

Butler
724-282-3100



Muncy
570-648-0026

State College
814-237-3311

Grove City
724-455-5501

Crisberry
814-677-7422

Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833
Lezzer Truss Systems, Inc.
Curwensville
814-236-0975

Lezzer Commercial Sales
Curwensville
814-236-0220

Lezzer Pro-Installation
Curwensville
814-236-0220

Visit Us At www.lezzerlumber.com
Dynamic Energy
Curwensville
814-236-0220

TYPE OF TRANSACTION
CHARGE SALE

M

STR 1

Page: 1

LOCATION
CURWENSVILLE

SOLD TO:

SHIP TO:

NEEPER BLDG & REMODELING 814-592-0150

WAYNE C. NEEPER

344 RIDGE AVE. EXT.

CURWENSVILLE

PA 16833

CUSTOMER

TIME

15:50

TRANS. NO.

742842

DATE DELIVD

12362177

ORDER/QUOTE NO.

18940

P.O. NO.

FLETCHERVILLE

JOB NUMBER

VANDERBURGH JOB

TRUCK NO.

1115700

SALESMAN

DRIVER

0

LOADER

DATE DELIVD

12362177

QUANTITY

1

1

1

1.000

199.950EA

199.95

DESCRIPTION

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ANTIQUES

NEW & USED
HOME & OFFICE
FURNITURE

SPECIALIZING
IN MATTRESSES

Jim Stellabuto's
EVERYTHING

UNDERFOOT, INC.

EVERYTHING UNDER ONE ROOF
OFFICE FURNITURE OUTLET

ALL FLOOR
COVERINGS

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

Wayne Neeper Const.
RR 1 Box 366
Curwensville PA 16833

DATE

DATE PURCHASED	DESCRIPTION	AMOUNT DUE
9-26-03	Tile	\$1093.66
9-26-03	Tile	2667.98
11-10-03	Tile	7.86
Sub-Total		\$3714.52
Late Charge		
TOTAL		\$3714.52
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: 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 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

Signature _____

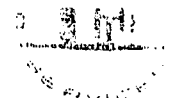


Muncy
570-546-8026

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

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

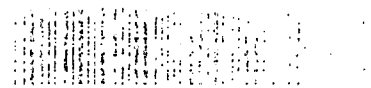
Dynamic Energy
Curwensville
814-236-0220

TYPE OF TRANSACTION	LOCATION
NEW ORDER	STATE COLLEGE

SOLD TO:

SHIP TO:

LEZZER TRUSS SYSTEMS, INC.
P.O. BOX 217
CURWENSVILLE, PA 16833
TEL: 814-236-0975



CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WTR. BY	DATE DELIV'D	LOADER
100	10:00	1000000000000000	07/14/00	1	100	100	07/14/00	

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
100	1000000000000000	1000000000000000			

ITEM NO.	QUAN. ORD.	QUAN. SHPD.	DESCRIPTION	UNITS	PRICE / UNIT	EXTENSION
1	1	1	100' WIDE X 100' DEEP X 10' HIGH DOOR ON THE RIGHT DELIVERED ON JULY 14 100' WIDE X 100' DEEP X 10' HIGH DOOR ON THE LEFT DELIVERED ON JULY 14 100' WIDE X 100' DEEP X 10' HIGH DOOR ON THE RIGHT DELIVERED ON JULY 14			
2	1	1	100' WIDE X 100' DEEP X 10' HIGH DOOR ON THE LEFT DELIVERED ON JULY 14 100' WIDE X 100' DEEP X 10' HIGH DOOR ON THE RIGHT DELIVERED ON JULY 14			

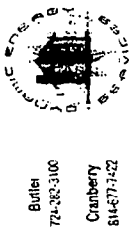
WE WILL BE GLAD TO ASSIST IN LOADING YOUR ORDER, HOWEVER,
WE ARE NOT LIABLE FOR IMPROPER LOADING DAMAGE.

- 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 shortages will be credited, but subject to a 20% charge to cover cost of handling.
- NO MATERIAL MAY BE RETURNED AFTER 30 DAYS.
- All material must be examined with care as we agree to furnish only the articles herein. Errors in material or quantity are subject to correction. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to the amount due within 30 days.

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
100.00			\$100.00 ✓

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



Curwensville	814-236-0220	DuBois	814-371-9311	Indiana	724-349-2381
Muncy	570-556-8026	State College	814-237-3511	Grove City	724-459-5601
P.O. Box 217 • Curwensville, PA 16833					
Curwensville	814-236-0220	Luzerne Commercial Sales	Luzerne Commercial Doors	Le	
Curwensville	814-236-0220	Curwensville • 814-236-7434	State College • 814-237-3511	Williamsport, PA • 570-323-9889	

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

Leazer Truss Systems, Inc.	Leazer Commercial Sales	Leazer Commercial Doors
Curwensville	Curwensville	Curwensville
814-746-0915	814-236-0020	814-236-7434
		814-237-3511
		State College
		814-236-0020

Leazer Pro-Installation

Curwensville


814-236-0020

Dynamic Energy

Curwensville

814-236-0020

Visit Us At www.leazerlumber.com

TYPE OF TRANSACTION CHARGE SALE		M	STR 1	Page: 1	LOCATION CURJENSVILLE
TO:			SHIP TO:		
KEEPER BLDG & REMODELING 814-592-8150					
JAYNE C. KEEPER					
344 RIDGE AVE. EXT.					
6 7 6 2 4 3					
					
12362177					

CUST CODE		TIME	TRANS. NO.	TRANS. DATE	TRA. SMAN	TR. BY	DATE DELIVD	LOADER
12362177		14:35	676243	082903	1	45	243	1115700

QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	SALESMAN
	VANDENBURG JOB			Linda Moore

QTY	QUAL. QTY	QTY	EXTENSION
8	8	8	6.500PC
8 1/4"X44 FIBEROCK UNDERLAY			52.00

[illegible]

Freight Amt.: 0.00		Misc. Chrg. Amt.:	
SUB-TOTAL		TAX %	TAX AMOUNT
52.00		6.000	3.12
			TOTAL
			55.12

WE WILL BE GLAD TO ASSIST IN TURNING YOUR ORDER AROUND.
WE ARE NOT LIABLE FOR PROPER LOADING/DISLOADING.
WE CANNOT GUARANTEE FACTS ON THE INVOICE UNLESS YOU RETURN A PROPERLY SIGNED INVOICE DATE OF RECEIPT.
WE REQUEST YOU TO PRINT WHEN RECEIVING TO SHOW YOU HAVE ALL THE INFORMATION NEEDED.
IF INFORMATION IS NOT PRINTED, WE WILL BE HELD TO 100% RESPONSIBILITY FOR FACTS.

***** ACCOUNT DUE *****



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

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

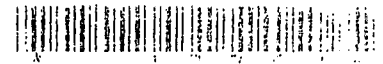
Dynamic Energy
Curwensville
814-236-0220

TYPE OF TRANSACTION	LOCATION
QUOTE/ESTIMATE	

SOLD TO:

RELI OF VANDERBURGH

SHIP TO:



CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WTR. BY	DATE DELIV'D	LOADER
16002000	08:39	17763	080103	1	93	119	1002000	

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

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. NO RESPONSIBILITY FOR ACCURACY OF QUOTE. CUSTOMER'S RESPONSIBILITY TO EXAMINE MATERIALS AND PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMERS PROJECT. CUSTOMER MUST HAVE A QUALIFIED ENGINEER OR ARCHITECT ON SITE AT ALL TIMES.							
MASTER-BATH							
		1	1	5000-11 TUB SHOWER FAUCET CHROME	1.000	89.9900EA	89.99
		1	1	0219540 GEBERIT WHIRLPOOL DRAIN	1.000	89.9900EA	89.99
		1	1	0201001 ROMAN TUB FAUCET	1.000	48.2400EA	48.24
		1	1	4490-01 WESTMONT WHITE TANK	1.000	48.2400EA	48.24
		1	1	40 9000 EAM WESTMONT W/IT 17" BOWL	1.000	115.7500EA	115.75
		1	1	1655SSC OPEN FRONT SEAT WHITE	1.000	39.9900EA	39.99
		1	1	SILVER/WHITE 61X22 TOP	1.000	115.7500EA	115.75
		02	2	3001-71 2HDL LAV FAUCET CHROME	2.000	79.9900EA	159.98
		1	1	LEGACY ARCTIC WHITE CABINETS	1.000	135.0000EA	135.00
				2EA 30" VANITIES TALL			
				2EA 18" LINEN CABINETS			
				1EA 3" FILLER 36" HIGH			
				1EA 1" FILLER 24" HIGH			
				2EA 6" FILLER 84" HIGH			
				1EA 40" HIGHT DSK			
		1	1	SHOWER DOOR CHROME/HAMMERED	1.000	125.9900EA	125.99
Freight Amt:					0.00		
						Disc 0.00	

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 merchandise must be checked when received. No claims for shortages will be allowed after 24 hours of delivery. Material 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.
- Those receiving an estimate will please examine the same carefully as we agree to furnish only the articles herein. Errors in merchandise, omissions and footings are subject to corrections. A finance charge of 1 1/2% PER MONTH - APR 18% will be added to all unpaid balances last 30 days.

SUB-TOTAL	TAX %	TAX AMOUNT	TOTAL
4321.98	0.00	0.00	4321.98

OPEN ACCOUNT DUE

X

I RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION

Floor Covering Systems

139 Tippecanoe Rd.
Knox, 16232

Invoice

DATE	INVOICE #
10/31/2003	459

BILL TO
Direct Nepper 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
<p>CK# 952C 11-20-03</p> <p>Thanks for the work Wayne.</p> <p>Jeff Davis</p>			

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

Bill To
Wayne Neppel 344 Ridge Av. Ext. Corryville, Pa. 16833 16833

Ship To
Todd Vanderberg

Terms	Due Date
	11/14/2003

Item	Description	Qty	Rate	Amount
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 sq ft 169.52 yds				
Total				\$784.44
Payments/Credits				\$0.00
Balance Due				\$784.44

SOLD TO Todd Vanderberg
 ADDRESS 14 Lanier Rd
 CITY Clearfield STATE PA ZIP
 HOME PHONE 768.9652 JOB PHONE 592.4902
 JOB LOCATION

DuBois Carpet

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

JOB
 INVOICE 20227

SOLD BY D DATE OF ORDER 10/17/03
 SCHEDULED INSTALLATION DATE
 CASH CHARGE CHECK #

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. Great Steps Hall	Mottawil		Trafforia		Yoked DENIM		12x	45	60		15460
2.											
3.											
4. Master 1205	Mottawil		Golden Treasure		Banquet Grey		15x	19	3144	2380	753
5. Family 14	Mottawil		Golden Treasure		Banquet Grey		15x	12	20	2380	4760
6.											
7. Bed 1			Rem		D-905		12x	17			289
8. Bed 3			Rem		D-700		12x	15			289
9.								1114	816	425	47175
10.											

INSTALLATION INSTRUCTIONS: 307 FLOOR 3 CK# 9753 2-20-04

WAYNE NEPPER

Order ed on 10/20/03 R4847453

SUB-TOTAL 3824.75
 SALES TAX 229.42
 LABOR 259.60
 TEAR-UP
 TOTAL 4313.77

BALANCEDUE 4054.02

DATE COMPLETED AND PAID IN FULL

Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller will not disconnect or connect gas appliances. When installing linoleum in bathrooms, Buyer is responsible for disconnection and connection of toilet. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF 1.5 % (18 % PER ANNUM) will be charged to accounts past 30 days. In the event Buyer defaults under the terms of this agreement, Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

1/3 Down Deposit required on all special orders and is non-refundable if cancelled.

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

Thank You!

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

CARPET UNITS

PAD TYPE A

VINYL UNITS

PAD TYPE B

LAMINATE UNITS

437.80

HARD UNITS

MATERIAL \$1,884.54

SALES TAX

SUBTOTAL \$1,884.54

LABOR

TOTAL 1,884.54

DEPOSIT

BALANCE DUE

\$1,884.54 ✓

THANK YOU! WE APPRECIATE YOUR BUSINESS

STEVENS CARPET ONE

1831 DAISY ST. RT 322 EAST

CLEARFIELD, PA 16830 PHONE 814-765-3357

FIRST NAME

AMY

LAST NAME

VANDEBURGH

CLASS

OWES

SALESPERSON

ED

CONTACT DATE

10/10/2003

ADDRESS

WAYNE NEEPER

HOME PHONE

7689652

ORDER DATE

10/10/2003

INST. DATE

CLEARFIELD

PA

WORK PHONE

INSTALLER

CASH AND CARRY

FINANCE TYPE

CASH/CHECK

FINANCE TERMS

COD

FINANCE ACCOUNT #

EVERGUARD/LEES

INVOICE

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

VINYL UNITS

PAD TYPE B

LAMINATE UNITS

437.80

HARD UNITS

MATERIAL

\$1,738.00

SALES TAX

SUBTOTAL

\$1,738.00

LABOR

TOTAL

1,738.00

DEPOSIT

BALANCE DUE

\$1,738.00 ✓

THANK YOU! WE APPRECIATE YOUR BUSINESS



Curwensville
814-238-0020

DuBois
814-371-9311

Indiana
724-349-2281

Butler
724-232-3100



Corp Headquarters: Schofield St., P.O. Box 217 • Curwensville, PA 16833
Leazer Truss Systems, Inc.
Curwensville
814-238-0075

Leazer Commercial Sales
Curwensville
814-238-0020

Leazer Pro-Installation
Curwensville
814-238-0020

Dynamic Energy
Curwensville
814-238-0020

Visit Us At www.leazerlumber.com

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

SOLD TO:

SHIP TO:

NEEPER BLDG & REMODELING 814-592-0150
WAYNE C. NEEPER
344 RIDGE AVE. EXT.
CURWENSVILLE
PA 16833



12362177

CUST CODE	TIME	TRANS. NO.	TRANS. DATE	IN	SWAN	WR	BY	DATE DELYD	LOADER
12362177	16:13	732929	102403	1	45	30		1115700	

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
18271		VANDERBURGH		0	Brian Butler

ALLOC	QTY	DESCRIPTION	UNITS	PRICE/UNIT	EXTENSION
ALLOC	9	CTN ORIGINAL SERIES 4252	9.000	82.410SF	741.69
ALLOC	1	1 METAL MOLDING TRACK	1.000	15.990SF	15.99
ALLOC	1	1 4252 T MOLDING	1.000	21.490SF	21.49
ALLOC	1	1 4252 STAIR NOSE MOLDING	1.000	29.840SF	29.84

*586
BB
DELIVER WHEN IN
Here 10-23-03, Dock Area "J"
TKT. #1-925416-00

CUSTOM ORDERS ARE NOT RETURNABLE

SUB-TOTAL		8.00		Freight Amt:	
TAX		6.000		TAX AMOUNT	
TOTAL		14.000		TOTAL	

WE WILL BE PLEASANT TO ASSIST IN LOADING YOUR ORDER. HOWEVER, WE ARE NOT LIABLE FOR PROPER PACKAGING.
* WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PACKED UP WITHIN 14 DAYS OF INVOICE DATE.
All merchandise must be checked when received. No claim for shortage will be allowed after 14 days of delivery. Material 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.
Pallets including an invoice and 200 lbs. receive the same courtesy as we apply to lumber only. The entire track, except a customer, customer and loading are subject to conditions. A 10% fee applies to all returns. A 10% fee will be added to any unpaid balance past 30 days.

OPEN AMOUNT DUE:

1 RECEIVED THE ABOVE MATERIAL IN GOOD CONDITION



Electric • Heating • Plumbing & Air Conditioning

December 14, 2006

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

RE: Todd & Kristie Vanderburg

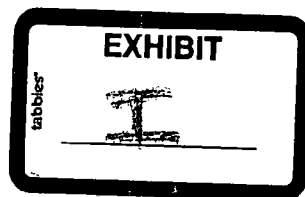
Installation charge for plumbing and heating was **1,595.00**. This price includes labor and material for 2nd floor excluding the fixtures.

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

Sincerely,

Jerry L. Bloom
President

Jb/bc



When you call we get moving!

8164 Clearfield-Curwensville 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

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Indiana
724-349-2281

Butler
724-282-3100

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

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Lezzer Commercial Sales
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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	LOCATION
QUOTE/ESTIMATE	CURWENSVILLE

SOLD TO:

NEEPER VANDERBURGH

SHIP TO:



17763

PA

CUST CODE	TIME	TRANS. NO.	TRANS. DATE	STR. NO.	S'MAN	WTR. BY	DATE DELIV'D	LOADER
10000009	08:39	17763	080103	1	99	119	1002000	

ORDER/QUOTE NO.	P.O. NO.	JOB NUMBER	TRUCK NO.	DRIVER	SALESMAN
					Valerie Emigh 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. LEZZER LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE-OFFS FROM DRAWINGS OF 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.							
UPSTAIRS BATH							
0181116	✓	1	1	5000-13 1HDL T&S FAUCET CHROME	1.000	79.990EA	79.99 ✓
458390	✓	1	1	0219540 GEBERIT WHIRLPOOL DRAIN	1.000	89.990EA	89.99 ✓
411020	✓	1	1	COLONY WHT RF BOWL 3338.016.020	1.000	34.990EA	34.99 ✓
414500	✓	1	1	COLONY WHT TANK 4392.016.020	1.000	55.000EA	55.00 ✓
141300	✓	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							
SC	✓	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 DAMAGE

• WE CANNOT GUARANTEE PRICES ON THIS INVOICE UNLESS MATERIAL IS PICKED UP WITHIN 30 DAYS.
• All merchandise must be checked when received. No claims for shortages will be allowed at return 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 footings are subject to corrections. A finance charge of 1 1/2% PER MONTH on unpaid balance past 30 days.

EXHIBIT

J

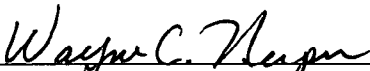
TAX % TAX AMOUNT TOTAL

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. Neeper, individually and t/d/b/a
Wayne C. Neeper 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
MAR 21 2007
ID: 5384
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

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: 4/20/07

MASON LAW OFFICE

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:
* 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
0130501 Amy Mason
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. 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 Complaints 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, calking 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 and amount in excess of \$25,000.00.

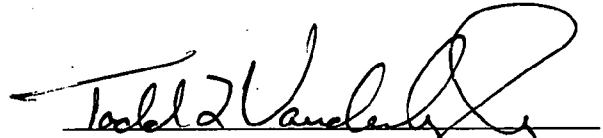
Respectfully submitted,

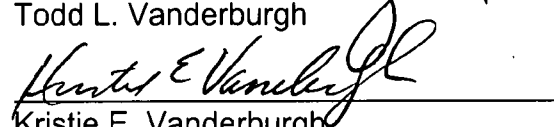
By: 

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
t/d/b/a WAYNE C. NEEPER BUILDING
& REMODELING

Plaintiff

vs

TODD L. VANDERBURGH and
KRISTIE E. VANDERBURGH,
Defendants

: No. 07 - 354 - CD
:
: Type of Case: Assumpsit
:
: Type of Pleading: Reply to New Matter
: and Counterclaim
:
: Filed on Behalf of: Plaintiff
:
:

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

01/22/07

William A. Shaw

Prothonotary/Clerk of Courts

2 cert to App

CK

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 - 354 - CD
vs	:	
	:	
TODD L. VANDERBURGH and	:	
KRISTIE E. VANDERBURGH,	:	
Defendants	:	

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.

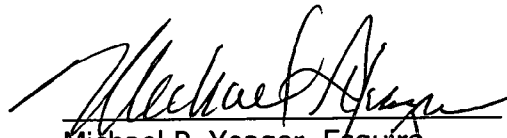
52. Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 52 of Defendants' New Matter and Counterclaim; with the same being denied, and strict proof thereof is demanded at the trial of this case.

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:

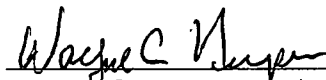


Michael P. Yeager, Esquire
Attorney for Plaintiff

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.

A handwritten signature in black ink, appearing to read "Wayne C. Neeper", is written over a horizontal line.

Wayne C. Neeper, individually and t/d/b/a
Wayne C. Neeper 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

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

_____ Day of _____ 2007

So Answers,



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
JUL 27 2009

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:

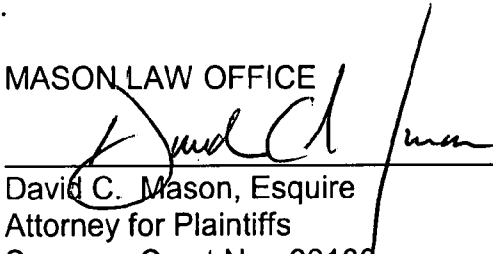
Kindly list the above captioned matter on the Trial List. I certify that the pleadings are closed and there are no outstanding Discovery Motions and that all Discovery has been completed.

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 NO cc
m14.16.09
JUL 27 2009
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 *

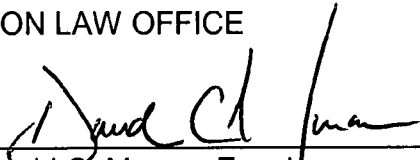
CERTIFICATE OF SERVICE

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

DATED: 7/22/19

MASON LAW OFFICE

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.

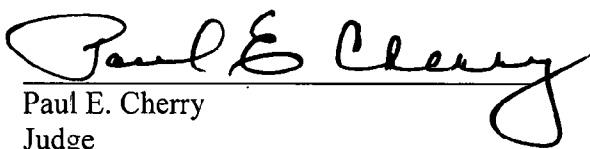
TODD L. VANDERBURGH and
KRISTIE E. VANDERBURGH

:
:
:
:
No. 07-354-CD
:
:
:

ORDER

AND NOW, this 13th 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 ^{ICC}
01005304
AUG 14 2009
S
William A. Shaw
Prothonotary/Clerk of Courts
Arts: Yeager
Mason
(GW)

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

☐ 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 :

vs :

TODD L. VANDERBURGH and :
KRISTIE E. VANDERBURGH, :
Defendants :

No. 07 - 354 - CD

5 FILED No CC.
93:24Lm
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 24TH 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
OCT 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

CR

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. :

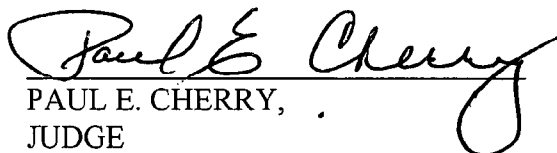
TODD L. VANDERBURGH and :
KRISTIE E. VANDERBURGH :

ORDER

AND NOW, this 21st 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 1CC Atty's:
013:4120N Mason
OCT 26 2009 Yeager
William A. Shaw
Prothonotary/Clerk of Courts
(610)

FILED

OCT 26 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 10/26/09

 You are responsible for serving all appropriate parties.

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

 Plaintiff(s) X Plaintiff(s) Attorney Other

 Defendant(s) X Defendant(s) Attorney

 Special Instructions:

CIVIL ACTION - LAW

Plaintiffs

VS.

Defendants

FILED ON BEHALF OF: 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

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

FILED

JAN 14 2010

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 13TH 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: 

David C. Mason, Esquire
Attorney for Defendants.

A

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

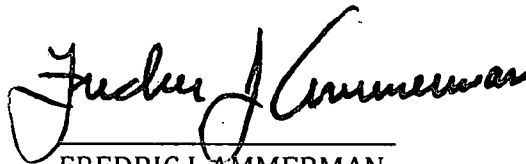
WAYNE NEEPER	*	NO. 2007-354-CD
WAYNE NEEPER BUILDING & REMODELING	*	
Plaintiffs	*	
	*	
vs.	*	
TODD VANDERBURGH	*	
KRISTIE VANDERBURGH	*	
Defendants	*	

ORDER

NOW, this 15th 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

FILED

APR 17 2013

William A. Shaw
Prothonotary/Clerk of Courts

ICC A-14
Veger
MGS on
GR

CA

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

WAYNE NEEPER, WAYNE NEEPER BUILDING
& REMODELING,
Plaintiff

vs.

TODD VANDERBURGH and KRISTIE VANDERBURGH
Defendants

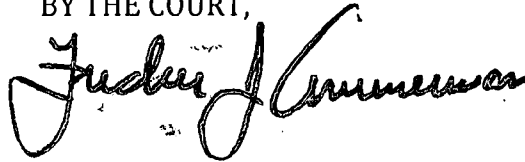
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NO. 2007-354-CD

ORDER

NOW, this 8th 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
01 12:14pm
MAY 08 2013
William A. Shaw
Prothonotary/Clerk of Courts
ICC Attys:
Yeager
mason
66

FILED

MAY 08 2013

William A. Shaw
Prothonotary/Clerk of Courts

CA

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

Plaintiffs

VS.

TODD L. VANDERBURGH and
KRISTIE E. VANDERBURGH,

Defendants

No. 07-354-CD

2 FILED

JUN 19 2013
01:10 PM
William A. Shaver
Prothonotary/Clerk of Courts

1cc atty mason
OK

* 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

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 *

PRAECIPE 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:

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 *
& REMODELING *

No. 07-354-CD

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 Praeipue to Settle and Discontinue was served upon the following by depositing the same in the U.S. Mail, postage prepaid, and addressed as follows:

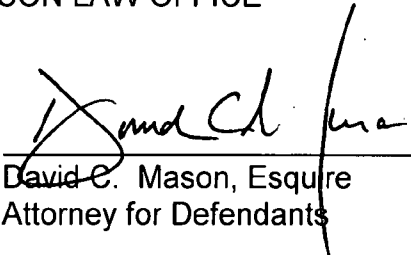
Michael P. Yeager, Esquire
P.O. Box 752
110 North Second Street
Clearfield, PA 16830

MASON LAW OFFICE

DATED:

6-18-13

By:


David C. Mason, Esquire
Attorney for Defendants

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**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 *
Plaintiffs *

vs. *

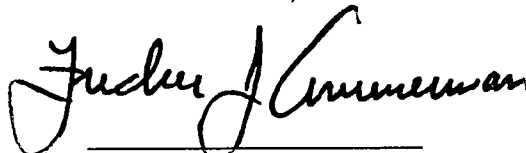
TODD L. VANDERBURGH and KRISTIE E. VANDERBERG, *
Defendants *

NO. 2007-354-CD

ORDER

NOW, this 19th day of June, 2013, the Court notes that a Praecept 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

01 12:24 pm
JUN 20 2013

William A
Prothonotary

courts

ICC AM:s:

Yeager
Mason

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