

2007-1096-CD
Janet Hair vs Greg Domanick et al

07-1096-CD
Janet Hair vs G. Domanick et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Hair, Janet B.
(Plaintiff)

CIVIL ACTION

PO BOX 136

(Street Address)

Smithmill, PA 16680
(City, State ZIP)

No. 07-1096-CD

Type of Case: Appeal

Type of Pleading: Appeal

Caliber Pole Buildings
vs. Tara Domanick

Filed on Behalf of:

Domanick, Gregory A.
(Defendant)

Greg Domanick
(Plaintiff/Defendant)

PO BOX 123

(Street Address)

Smithmill, PA 16680
(City, State ZIP)

Gregory Domanick
(Filed By)

PO BOX 123 Smithmill, PA
(Address) 16680

(814) 378-8305
(Phone)

Greg D
(Signature)

FILED Def pd. \$5.00

JUL 13 2007

Copies to:

William A. Shaw
Prothonotary/Clerk of Courts

Def

Plff

MAT Hawkins

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

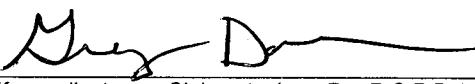
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 07-1096-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT Gregory A. Domanick	Tara Domanick ADDRESS OF APPELLANT PO BOX 123	MAG. DIST. NO. 46-3-04	NAME OF D.J. James L. Hawkins
ADDRESS OF APPELLANT PO BOX 123	ADDRESS OF APPELLANT PO Box 123	CITY Smithmill	STATE PA
DATE OF JUDGMENT 6-15-07	IN THE CASE OF (Plaintiff) Hair, Janet B.	vs Domanick, Greg (Defendant)	ZIP CODE 16680
DOCKET NO. CV-0000040-07	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.	
Signature of Prothonotary or Deputy			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Janet B. Hair Name of appellee(s) appellee(s), to file a complaint in this appeal

(Common Pleas No. 071096-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or attorney or agent

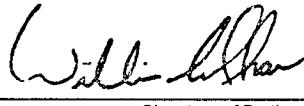
RULE: To Janet B. Hair Name of appellee(s), appellee(s)

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

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

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

Date: July 13, 2007


Signature of Prothonotary or Deputy

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

COMMONWEALTH OF PENNSYLVANIA
TO COURT OF COMMON PLEAS OF *DAUPHIN COUNTY*
RECEIVED
FEB 1 1988
FEDERAL DISTRICT COURT
U.S. DISTRICT COURT
FEB 1 1988
FEB 1 1988

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

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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF _____ ; ss

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

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

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 20_____. *[Signature]*

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____. *[Signature]*

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

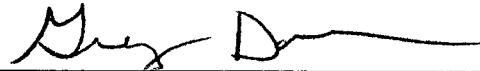
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 07-1096-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT Gregory A. Domanick	MAG. DIST. NO. 46-3-04	NAME OF D.J. James L. Hawkins
ADDRESS OF APPELLANT PO BOX 123	CITY Smithmill	STATE PA
DATE OF JUDGMENT 6-15-07	IN THE CASE OF (Plaintiff) Hair, Janet B.	(Defendant) Domanick, Greg
DOCKET No. CV-0000040-07	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 	
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.
Signature of Prothonotary or Deputy		

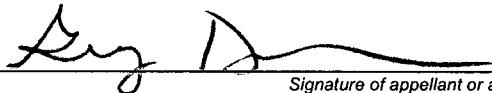
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Janet B. Hair appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 07-1096-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or attorney or agent

RULE: To Janet B. Hair, appellee(s)
(Name of appellee(s))

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

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

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

Date: July 13, 2007


Signature of Prothonotary or Deputy

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

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

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

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

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

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20_____.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING ST
PO BOX 362
HOOTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

PLAINTIFF:

**HAIR, JANET B
P.O.BOX 136
SMITHMILL, PA 16680**

NAME and ADDRESS

DEFENDANT:

**DOMANICK, GREG, ET AL.
P.O. BOX 123
SMITHMILL, PA 16680**

NAME and ADDRESS

Docket No.: **CV-0000040-07**
Date Filed: **3/06/07**



**TARA DOMANICK
P.O. BOX 123
SMITHMILL, PA 16680**

THIS IS TO NOTIFY YOU THAT:

FOR PLAINTIFF

Judgment: _____ (Date of Judgment) **6/15/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) HAIR, JANET B	Amount of Judgment \$ 8,000.00
<input checked="" type="checkbox"/> Judgment was entered against: (Name) DOMANICK, GREG in the amount of \$ 8,147.50	Judgment Costs \$ 147.50
<input type="checkbox"/> Defendants are jointly and severally liable.	Interest on Judgment \$.00
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Attorney Fees \$.00
<input type="checkbox"/> This case dismissed without prejudice.	Total \$ 8,147.50
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Post Judgment Credits \$ _____
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Post Judgment Costs \$ _____
Certified Judgment Total \$ _____	

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

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

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

6-15-07

Date

James L. Hawkins

, Magisterial District Judge

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

Date

, Magisterial District Judge

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

SEAL

AOPC 315-06

DATE PRINTED: 6/15/07 11:47:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING ST
PO BOX 362
HOUTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

**HAIR, JANET B
P.O.BOX 136
SMITHMILL, PA 16680**

NAME and ADDRESS

DEFENDANT:

**DOMANICK, GREG, ET AL.
P.O. BOX 123
SMITHMILL, PA 16680**

NAME and ADDRESS

VS.

Docket No.: **CV-0000040-07**
Date Filed: **3/06/07**



**TARA DOMANICK
P.O. BOX 123
SMITHMILL, PA 16680**

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **6/15/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) HAIR, JANET B	<p>CALIBER POLE BUILDINGS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Amount of Judgment</td> <td style="width: 70%;">\$ 8,000.00</td> </tr> <tr> <td>Judgment Costs</td> <td>\$ 147.50</td> </tr> <tr> <td>Interest on Judgment</td> <td>\$.00</td> </tr> <tr> <td>Attorney Fees</td> <td>\$.00</td> </tr> <tr> <td>Total</td> <td>\$ 8,147.50</td> </tr> <tr> <td>Post Judgment Credits</td> <td>\$ _____</td> </tr> <tr> <td>Post Judgment Costs</td> <td>\$ _____</td> </tr> <tr> <td colspan="2">Certified Judgment Total \$ _____</td> </tr> </table>	Amount of Judgment	\$ 8,000.00	Judgment Costs	\$ 147.50	Interest on Judgment	\$.00	Attorney Fees	\$.00	Total	\$ 8,147.50	Post Judgment Credits	\$ _____	Post Judgment Costs	\$ _____	Certified Judgment Total \$ _____	
Amount of Judgment		\$ 8,000.00															
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Interest on Judgment	\$.00																
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Total	\$ 8,147.50																
Post Judgment Credits	\$ _____																
Post Judgment Costs	\$ _____																
Certified Judgment Total \$ _____																	
<input checked="" type="checkbox"/> Judgment was entered against: (Name) CALIBER POLE BUILDINGS in the amount of \$ 8,147.50																	
<input type="checkbox"/> Defendants are jointly and severally liable.																	
<input type="checkbox"/> Damages will be assessed on Date & Time _____																	
<input type="checkbox"/> This case dismissed without prejudice.																	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____																	
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____																	

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6-15-07 Date James L. Hawkins, Magisterial District Judge

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

Date _____, Magisterial District Judge

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

SEAL

AOPC 315-06

DATE PRINTED: **6/15/07 11:48:00 AM**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING ST
PO BOX 362
HOOTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

PLAINTIFF:

**HAIR, JANET B
P.O.BOX 136
SMITHMILL, PA 16680**

NAME and ADDRESS

DEFENDANT:

**DOMANICK, GREG, ET AL.
P.O. BOX 123
SMITHMILL, PA 16680**

NAME and ADDRESS

Docket No.: **CV-0000040-07**
Date Filed: **3/06/07**



**TARA DOMANICK
P.O. BOX 123
SMITHMILL, PA 16680**

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **6/15/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) HAIR, JANET B	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Amount of Judgment</td> <td style="width: 70%; text-align: right;">\$ 8,000.00</td> </tr> <tr> <td>Judgment Costs</td> <td style="text-align: right;">\$ 147.50</td> </tr> <tr> <td>Interest on Judgment</td> <td style="text-align: right;">\$.00</td> </tr> <tr> <td>Attorney Fees</td> <td style="text-align: right;">\$.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$ 8,147.50</td> </tr> <tr> <td>Post Judgment Credits</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Post Judgment Costs</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2" style="text-align: right;">Certified Judgment Total \$ _____</td> </tr> </table>	Amount of Judgment	\$ 8,000.00	Judgment Costs	\$ 147.50	Interest on Judgment	\$.00	Attorney Fees	\$.00	Total	\$ 8,147.50	Post Judgment Credits	\$ _____	Post Judgment Costs	\$ _____	Certified Judgment Total \$ _____	
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<input type="checkbox"/> Damages will be assessed on Date & Time _____																	
<input type="checkbox"/> This case dismissed without prejudice.																	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____																	
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6-15-07 Date James L. Hawkins, Magisterial District Judge

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

Date _____, Magisterial District Judge

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

SEAL

AOPC 315-06

DATE PRINTED: **6/15/07 11:47:00 AM**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING ST
PO BOX 362
HOUTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

**HAIR, JANET B
P.O.BOX 136
SMITHMILL, PA 16680**

NAME and ADDRESS

DEFENDANT:

**DOMANICK, GREG, ET AL.
P.O. BOX 123
SMITHMILL, PA 16680**

NAME and ADDRESS

Docket No.: **CV-0000040-07**
Date Filed: **3/06/07**



07-1096-CD

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **6/15/07**

Judgment was entered for: (Name) **HAIR, JANET B**

Judgment was entered against: (Name) **CALIBER POLE BUILDINGS**
in the amount of \$ **8,147.50**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time _____

This case dismissed without prejudice.

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

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

Amount of Judgment	\$ 8,000.00
Judgment Costs	\$ 147.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 8,147.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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FILED
6/15/07
JUL 20 2007 *6K*

William A. Shaw
Prothonotary/Clerk of Courts

6-15-07 Date *James L. Hawkins*, Magisterial District Judge

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

7-19-07 Date *James L. Hawkins*, Magisterial District Judge

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

SEAL

AOPC 315-06

DATE PRINTED: **6/15/07 11:48:00 AM**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address:

**251 SPRING ST
PO BOX 362
HOUTZDALE, PA**

Telephone:

(814) 378-7160

16651-0362

PLAINTIFF:

**HAIR, JANET B
P.O.BOX 136
SMITHMILL, PA 16680**

NAME and ADDRESS

DEFENDANT:

**DOMANICK, GREG, ET AL.
P.O. BOX 123
SMITHMILL, PA 16680**

NAME and ADDRESS

Docket No.: **CV-0000040-07**
Date Filed: **3/06/07**



**JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362**

THIS IS TO NOTIFY YOU THAT:

FOR PLAINTIFF

Judgment: _____ (Date of Judgment) **6/15/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) HAIR, JANET B	Amount of Judgment \$ 8,000.00
<input checked="" type="checkbox"/> Judgment was entered against: (Name) DOMANICK, TARA in the amount of \$ 8,147.50	Judgment Costs \$ 147.50
<input type="checkbox"/> Defendants are jointly and severally liable.	Interest on Judgment \$.00
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Attorney Fees \$.00
<input type="checkbox"/> This case dismissed without prejudice.	Total \$ 8,147.50
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Post Judgment Credits \$ _____
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Post Judgment Costs \$ _____
Certified Judgment Total \$ _____	

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6-15-07 Date James L. Hawkins, Magisterial District Judge

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

7-19-07 Date James L. Hawkins, Magisterial District Judge

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

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DATE PRINTED: **6/15/07 11:47:00 AM**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS

Address:

**251 SPRING ST
PO BOX 362
HOUTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

NAME and ADDRESS

HAIR, JANET B

P.O.BOX 136

SMITHMILL, PA 16680

VS.

NAME and ADDRESS

DOMANICK, GREG, ET AL.

P.O. BOX 123

SMITHMILL, PA 16680

**JAMES L. HAWKINS
251 SPRING ST
PO BOX 362
HOUTZDALE, PA 16651-0362**

Docket No.: **CV-0000040-07**

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FOR PLAINTIFF

Judgment: _____ (Date of Judgment) **6/15/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) HAIR, JANET B	Amount of Judgment \$ 8,000.00
<input checked="" type="checkbox"/> Judgment was entered against: (Name) DOMANICK, GREG in the amount of \$ 8,147.50	Judgment Costs \$ 147.50
<input type="checkbox"/> Defendants are jointly and severally liable.	Interest on Judgment \$.00
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Attorney Fees \$.00
<input type="checkbox"/> This case dismissed without prejudice.	Total \$ 8,147.50
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Post Judgment Credits \$ _____
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Post Judgment Costs \$ _____
Certified Judgment Total \$ _____	

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

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

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

6-15-07

Date

James L. Hawkins

, Magisterial District Judge

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

7-19-07

Date

James L. Hawkins

, Magisterial District Judge

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

SEAL

AOPC 315-06

DATE PRINTED: **6/15/07 11:47:00 AM**

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-04

MDJ Name: Hon.

JAMES L. HAWKINS
Address: **251 SPRING ST
PO BOX 362
HOUTZDALE, PA**

Telephone: **(814) 378-7160**

16651-0362

PLAINTIFF:

NAME and ADDRESS

**JANET B HAIR
PO Box 136
Smithmill PA 16680**

VS.

DEFENDANT:

NAME and ADDRESS

**MR & MRS Greg Domanick
T/D b/a CALIBER Pole Buildings
Smithmill PA 16680**

Docket No.: **CV 40-07**

Date Filed: **3-6-07**



	AMOUNT	DATE PAID
FILING COSTS	\$ <u>147.50</u>	<u>3/6/06</u>
POSTAGE	\$ _____	<u>1/1</u>
SERVICE COSTS	\$ _____	<u>1/1</u>
CONSTABLE ED.	\$ _____	<u>1/1</u>
TOTAL	\$ _____	<u>1/1</u>

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 8,000 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

*destruction of inside property (upstairs bedroom hallway)
UNfinished construction work (already paid in full)*

I, JANET B HAIR verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

JANET B HAIR
(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney: _____

Address: _____

Telephone: _____

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

FILED

AUG 06 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

JANET HAIR,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 2007-1096-C.D.
	:	
GREG DOMANICK and TARA	:	
DOMANICK, husband and wife,	:	
t/d/b/a CALIBER POLE BUILDINGS,	:	
	:	
Defendants	:	
	:	

FILED

AUG. 06 2007

013:001
William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa ID 38739

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

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

JANET HAIR, :
Plaintiff :
: :
vs. : No. 2007 - 1096 - C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
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 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
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

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

JANET HAIR,	:	
	Plaintiff	:
		:
vs.	:	No. 2007 – 1096 – C.D.
	:	
GREG DOMANICK and TARA	:	
DOMANICK, husband and wife,	:	
t/d/b/a CALIBER POLE BUILDINGS,	:	
Defendants	:	

COMPLAINT

NOW COMES, Janet B. Hair, Plaintiff above named, and by her Attorneys, Belin, Kubista & Ryan, files her Complaint and avers as follows:

1. Plaintiff is Janet B. Hair, an adult individual residing at 11 River Street North, Etters, Pennsylvania, 17319.
2. Defendants are Gregory A. Domanick and Tara Domanick, husband and wife, t/d/b/a Caliber Pole Buildings, having a mailing address of P.O. Box 123, Smithmill, Clearfield County, Pennsylvania, 16680.
3. On or about September 12, 2006, Plaintiff retained the services of the Defendants to provide labor and materials for the remodeling of a home owned by the Plaintiff in Beccaria, Clearfield County, Pennsylvania.
4. Pursuant to the agreement between the parties, Defendants were to remove the siding from the front of the home, place new siding on the entire home, construct a new stoop at the front of the home, and remove and replace seven (7) windows, together with various other items.

5. Plaintiff agreed to pay the Defendants \$6,500.00 for the project described at Paragraph 4 herein above, and paid said amount by check, which was accepted by the Defendants.

6. Subsequently, and after starting the project, Defendant Tara Domanick contacted Plaintiff and requested an additional payment, stating that the materials needed were more expensive and more labor would be required than anticipated. Accordingly, Plaintiff paid Defendants an additional amount of \$4,300.00. It was also agreed that Defendants would install flashing, soffit and fascia and replace the roof over the garage.

7. Plaintiff then requested that Defendants perform some additional work, to include the installation of a garage door with remote control opener, the placement of a cement floor in the garage, the removal of an existing porch and the construction of a new porch.

8. Plaintiff then met with Defendant Tara Domanick on November 5, 2006, at the residence of Plaintiff's sister, Joyce Mazoff. At that meeting, Defendant Tara Domanick quoted a price for the additional work in the amount of \$9,535.00, which Plaintiff paid to her on that date.

9. At that point, Plaintiff had paid to Defendants a total of \$20,335.00 for the project, and based upon the information provided by the Defendants, believed that she had made payment in full for the entire project as requested.

10. Defendant did perform a portion of the work needed to complete the project, but failed to finish the project as promised.

11. On or about December 1, 2006, Plaintiff spoke with Defendants, who requested an additional \$3,000.00 to finish the inside of the garage. Plaintiff agreed to pay the amount of \$1,500.00 at that time and the balance of \$1,500.00 when the job was complete.

12. Defendants failed to finish the project, yet demanded the additional \$1,500.00, which Plaintiff refused to pay.

13. Plaintiff had also requested a written estimate from Defendant to provide labor and materials for work on the interior of the house. Defendant gave her a verbal estimate of \$5,000.00, which was not accepted by Plaintiff, who said she required a written estimate. No such estimate was ever supplied.

14. Defendants failed to finish the project for which they were paid, and despite having not been authorized by Plaintiff to do any interior work, began to demolish a portion of the second floor.

15. On or about January 24, 2007, Plaintiff wrote to Defendants listing the items that were unfinished and giving them a deadline of February 10, 2007, to finish. Plaintiff reiterated that she would pay the final \$1,500.00 upon the completion of the work as previously agreed. A true and correct copy of the letter of January 24, 2007, is attached hereto as Exhibit "A" and incorporated herein by reference as if set forth at length.

16. Defendants failed to respond to Plaintiff's letter and failed to finish the project.

17. As the result of Defendants' failure to perform the services for which they were paid, and as the result of the damage to the premises done without the authorization of the Plaintiff, Plaintiff has had to retain the services of another contractor to finish the project and to repair the damage to the second floor.

18. Plaintiff has incurred costs to finish the work left undone by the Defendant in the total amount of \$5,900.00, and to repair the damage to the second floor area of the home in the amount of \$6,200.00, for a total of \$12,100.00.

19. In addition, the front porch constructed by Defendants was substandard in that it did not comply with applicable building code provisions and caused rain to leak into the basement. As a result, Plaintiff has been forced to retain the services of another contractor to remove the porch constructed by the Defendants and replace it, at a total cost of \$8,465.00.

20. The total amount of damage sustained by Plaintiff as the result of the Defendants failure to perform the services for which they were hired and resulting from the substandard construction of the front porch is \$20,565.00.

WHEREFORE, Plaintiff requests that judgment be entered in her favor and against the Defendants in the amount of \$20,565.00, together with interest and costs of suit.

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

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


Janet Hair

Terry & Janet Hair
11 River Street
Etters, PA 17319

January 24, 2007

Caliber Pole Barns
Greg Domanick
Smithmill, PA

Dear Mr. Greg:

Per our conversation on January 13, 2007, you are to finish the work listed below on my house by February 10, 2007. Although our original agreement was to have the work completed by December 5, 2006, I understand your schedule has changed slightly. I have paid you in full on November 5, 2006 for the following work that is to be completed:

- Install the attic window
- Install the basement door
- Install the center vent in roof
- Put up remaining siding
- Soffit fascia on siding
- Wrap porch poles and banister
- Finish and seal porch floor
- Install 2 storm doors (CALACADOY paid for)
- Seal garage door
- Install garage door opener
- Cement sweep in front of garage
- Install carpet on both porches

The work that has been partially paid, but yet to be completed during the same timeframe is the following:

- Garage
 - Install remaining insulation
 - Install remaining soffit
 - Finish cement floor

Upon completion of the above lists, I will pay the remaining amount for remaining work on the garage, (1500.00 already paid leaving a balance of 1500.00 to be paid upon completion). If all the work is not completed by February 10, 2007, I will be forced to retrieve the keys to my house and to take legal action. If legal action is taken, I will include the costs to finish the work listed above, the legal costs and the costs to repair the upstairs of my house that you tore apart and threw away without my permission.

Regards

Terry & Janet Hair

EXHIBIT "A"

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

JANET HAIR, :
Plaintiff :
vs. : No. 2007-1096-C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
:

AFFIDAVIT OF SERVICE

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED
03/02/2011
AUG 10 2001
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William A. Shaw
Prothonotary/Clerk of Courts

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

JANET HAIR,	:	
	:	
Plaintiff	:	
	:	
vs.	:	No. 2007 - 1096 - C.D.
	:	
GREG DOMANICK and TARA	:	
DOMANICK, husband and wife,	:	
t/d/b/a CALIBER POLE BUILDINGS,	:	
Defendant	:	

AFFIDAVIT OF SERVICE

This is to certify that I have served a certified copy of Complaint filed on behalf of Plaintiff, JANET HAIR, in the above captioned matter on the following parties by postage prepaid first-class United States certified mail, return receipt requested, on the 8th day of August, 2007, as evidenced by the attached Postal Service Form 3811:

Mr. and Mrs. Gregory Domanick
P.O. Box 123
Smithmill, PA 16680
Defendants

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. and Mrs. Gregory A. Domanick
P.O. Box 123
Smithmill, PA 16680

2. Article Number

(Transfer from service label)

7006 0100 0002 9104 6727

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

Gregory A. Domanick Agent Addressee

B. Received by (Printed Name)

ALICE DOMANICK C. Date of Delivery

8-8-07

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

102595-02-M-1540

100-10000
AUG 10 2007
William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P.O. BOX 14
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION LAW

JANET HAIR,

Plaintiff

VS.

GREG DOMANICK AND TARA DOMANICK,
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

Defendants

*

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*

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No. 07-1096-CD

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TYPE OF CASE:
Civil Action Law

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TYPE OF PLEADING:
Answer Containing New Matter
and Counter-Claims

*

*

*

*

*

FILED ON BEHALF OF:
Defendant

*

*

*

*

*

COUNSEL OF RECORD FOR
THIS PARTY:
David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

FILED *2cc*
013-1761 Atty Thompson
SEP 11 2007
GW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

JANET HAIR

Plaintiff

vs.

GREG DOMANICK AND TARA DOMANICK,
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

Defendants

*

No. 07-1096-CD

*

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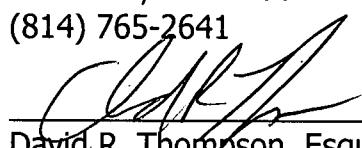
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NOTICE

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 against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641



David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

JANET HAIR,

Plaintiff

*

*

No. 07-1096-CD

vs.

GREG DOMANICK AND TARA DOMANICK,
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

Defendants

*

*

TYPE OF CASE:

Civil Action Law

*

*

*

*

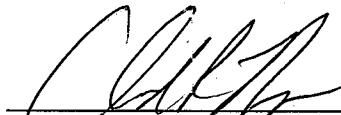
NOTICE TO PLEAD

TO JOHN R. RYAN, ATTORNEY FOR DEFENDANT:

You are hereby notified to file a written response to the enclosed Supplement to
Defendant's Petition to Answer Containing New Matter and Counter-Claims within twenty
(20) days from service hereof or a Default Judgment may be entered against you.

DATE: 9-11-07

By:



David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

JANET HAIR

*

*

Plaintiff

* No. 07-1096-CD

*

*

vs.

*

*

GREG DOMANICK AND TARA DOMANICK,
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

Defendants

*

*

*

ANSWER CONTAINING NEW MATTER AND COUNTER-CLAIMS

AND NOW, come the Defendants, Greg Domanick and Tara Domanick, by and through their attorney, David R. Thompson, Esquire and file the following Answer to Complaint, Counter-Claim and New Matter:

1. Admitted.

2. Admitted in part, and denied in part. It is admitted that Defendants have the said mailing address. By way of further pleading, Defendant Greg Domanick is a sole proprietor doing business as Caliber Pole Buildings. Defendant Tara Domanick is not an owner of the said business.

3. Admitted.

4. Admitted. However, by way of further pleading, the work requested by Plaintiff evolved during the project. The parties did not reach the entire agreement as to what was to be performed on or about September 12, 2006.

5. Admitted in part and denied in part. It is admitted that Plaintiff paid the sum

of \$6,500.00 for a portion of work requested by her and performed by Defendant.

6. Denied. By way of further pleading, Plaintiff requested changes to the work that was to be performed, including enclosing the garage as opposed to repairing an existing carport. This additional work included a new garage roof, soffit, fascia, garage door (no automatic opener), and concrete floor. Defendant believes that the payment was \$4,500.00.

7. Admitted in part and denied in part. It is denied that the request for work on the garage was made after the payment of the \$4,500.00, as that was reason for the payment of the \$4,500.00. Defendant never agreed to install an automatic garage door opener. Regarding the porch, it is admitted that Plaintiff originally requested that Defendant replace the old wood siding with new vinyl siding.

8. Admitted in part, and denied in part. It is admitted that Tara Domanick met Plaintiff at the said residence to pick up a check. The check was for an amount that Plaintiff and Defendant Greg Domanick agreed upon after a previous discussion, as Tara Domanick does not perform quotes for Defendant's business.

9. Denied. Defendants believe the correct amount was \$20,535.00 paid by Plaintiff. It is specifically denied that payment was made in full for work requested by Plaintiff.

10. Admitted in part, and denied in part. In the end of November, 2006, Plaintiff requested that Defendant cease the completion of the exterior of the home prior to completion, and requested Defendant to perform additional work, finishing the interior of the garage. As a result, a small portion of the exterior was not completed.

11. Admitted in part and denied in part. It is admitted that Defendant requested an additional \$3,000.00, and that Plaintiff paid \$1,500.00. It is denied that this was additional payment for work already requested. By way of further pleading, this was for the additional work to the interior of the garage requested by Plaintiff. It is further admitted that Plaintiff was to pay the remaining \$1,500.00 when the interior of the garage was completed.

12. Denied. Plaintiff was contacted the day that the interior of the garage was finished. Defendant requested the balance of \$1,500.00. By way of further pleading, that work was completed, but the money was not paid by Plaintiff.

13. Denied. There were never any written estimates for any of the work to be completed, nor were any requested. A verbal estimate for remodeling the upstairs interior of the home in the amount of \$4,500.00 was given by Defendant in September, 2006. By way of further pleading, this amount was agreed upon by Plaintiff. At the request of Plaintiff on September 18, 2006, the demolition of the upstairs took place while the garbage dumpster was on site, with the completion of the upstairs to take place after the winter holiday.

14. Admitted in part and denied in part. It is admitted that all of the work was not completed due to Plaintiff's breach of the oral agreement, as more fully stated herein. It is denied that Plaintiff did not agree to the upstairs interior project and the demolition in September 2006. By way of further pleading, this was done at Plaintiff's request and after she removed all of the bedding, "knick-Knacks", etc., so that the crew could work.

15. Admitted in part, and denied in part. Defendants acknowledge receipt of a

letter similar to "Exhibit A." However, the letter that was received varies from the "true and correct" copy attached to the Complaint. Defendant denies that the letter accurately reflects work agreed upon that remained unfinished. It is further denied that Plaintiff agreed to pay the \$1,500.00 after the completion of the exterior of the home. By way of further pleading, Plaintiff agreed to pay the \$1,500.00 after the completion of the interior of the garage, in breach of their agreement.

16. Denied. Defendant sent a response to Plaintiff's prior counsel.

17. Denied. Plaintiff refused to pay \$1,500.00 for the garage completion in accordance with the agreement, thus breaching the agreement. It was for this reason that Defendant did not complete the remaining work agreed upon by the parties. It is denied that any damage occurred to the second floor interior. As to whether the Plaintiff had to retain the services of another contractor, the same is denied, as Defendant would have finished the work had Plaintiff complied with the agreement.

18. Denied. Plaintiff breached the agreement by not paying for the completion of the garage interior. Defendant remained willing to complete the items agreed upon by the parties if Plaintiff fulfilled her obligation. It is denied that damage occurred to the second floor of the home, as the same was in accordance with the work requested and agreed upon by Plaintiff.

19. Denied. Defendant was unable to complete the exterior work agreed upon by the parties, due to Plaintiff's breach. All of Defendant's work fully or substantially performed was performed in a workmanlike manner and in accordance with the requests of Plaintiff. It is denied that Plaintiff was forced to retain the services of another

contractor. As to whether or not she engaged the services of another contractor, after reasonable investigation, Defendant is without information sufficient to form a belief as to the truth or falsity of the averment. The same is denied, and strict proof thereof is demanded at the time of trial. Defendant denies that he is liable for payment of the same.

20. Denied. The agreed upon items remaining uncompleted were due to Plaintiff's breach of the agreement. Defendant denies that he owes Plaintiff any money pursuant to the agreement reached.

NEW MATTER

Paragraphs 1 through 20 of Defendants' Answer are incorporated by reference as though the same were set forth at length herein.

21. Defendant Tara Domanick is not an owner of Caliber Pole Buildings. Further, Defendant Tara Domanick did not perform the bids or the contract work under the agreement reached between Plaintiff and Defendant Greg Domanick i/a/t/d/b/a Caliber Pole Buildings.

22. No privity of contract, nor contractual relationship exists between Plaintiff and Defendant Tara Domanick.

23. Plaintiff breached the oral agreement between the parties by failing to pay the sum of \$1,500.00 after the completion of the interior of the garage.

24. As a result of Plaintiff's breach, Defendant did not complete the remaining agreed-upon items to the exterior of the home.

25. Defendant Greg Domanick originally agreed to perform the following items of work, and would have completed the same, had it not been for Plaintiff's breach of

the contract:

- a. Completion of installation of attic window and basement door.
- b. Completion of siding, soffit and fascia to the exterior of the home.
- c. Wrapping of the front porch poles.
- d. Concrete sweep. This would have been performed after the completion of Plaintiff's driveway black-top project, which was to be completed by another contractor.
- e. As to remaining items in the interior of the garage, these minor items were intentionally left unfinished at Plaintiff's and/or her agent's request to accommodate Plaintiff's electrical work from another individual. Other than a small portion of insulation and a small piece of soffit, left there but off to accommodate the electrician, the garage, including the concrete floor, was complete.

26. Defendant did not install the roof to the home and never agreed to install a center vent.

27. The parties did not negotiate or agree to porch carpet, storm doors or an automatic garage door opener. By way of further pleading, these items were to be discussed at a later date for purposes of selecting specific brands and the like.

28. The parties orally agreed to the remodeling of the interior upstairs of the home for the sum of \$4,500.00. By way of further pleading, at Plaintiff's request and to utilize the dumpster at the property in September of 2006, Defendant performed the tear-out portion of this work, and has not been paid for this work.

29. When Defendant began the work on Plaintiff's porch, latent defects were

discovered requiring an additional payment of \$2,500.00 for repair. The parties agreed to the additional amount. Defendant was unable to fully complete the same, as it was at this time Plaintiff requested that work be completed to the interior of the garage. Plaintiff failed to pay the sum of \$1,500.00 in breach of the agreement. The porch was therefore left only substantially completed.

30. The sum of \$2,500.00 for the additional work required to the porch was not paid by Plaintiff, despite the fact that Defendant had substantially completed the same.

31. All work performed or substantially performed was completed in a workmanlike manner and in accordance with the specific requests of Plaintiff.

Wherefore, Defendants respectfully requests this Honorable Court to enter judgment in their favor, dismissing Plaintiff's Complaint with prejudice.

COUNTER-CLAIM

COUNT I

BREACH OF CONTRACT

Paragraphs 1 through 31 of Defendant's Answer and New Matter are incorporated by reference as though the same were set forth at length herein.

32. Plaintiff and Defendant Greg Domanick entered into an oral contract regarding remodeling work to be performed to Plaintiff's property.

33. The terms and conditions of the same, modified by the requests of Plaintiff and acceptance of Defendant throughout the progression of the work, are set forth in

Defendant's Answer and New Matter herein.

34. Plaintiff agreed to pay the sum of \$1,500.00 after the completion of the interior to the garage.

35. Defendant completed the interior of the garage and requested the said \$1,500.00 payment.

36. Plaintiff refused to pay the said \$1,500.00 in breach of the oral agreement.

37. Defendant performed all of the work required to be performed by him up to the time of Plaintiff's breach of the agreement.

38. Defendant completed the work to the garage and substantially completed the work to the exterior of the home. Further, Defendant would have completed the same had Plaintiff not breached the agreement in failing to pay the sum of \$1,500.00 for the garage interior.

39. Defendant substantially completed the work to the exterior of the home, including the additional \$2,500.00 for repair of latent defects to the porch.

40. Defendant is owed the sum of \$4,000.00 as a result of work performed under the oral contract and as a result of Plaintiff's breach of the oral contract.

41. Plaintiff and Defendant Greg Domanick also agreed that Defendant would remodel the upstairs of the home for the price of \$4,500.00. It was agreed that the same would be completed after the winter holidays.

42. In September of 2006, Defendant had a dumpster at the property. Plaintiff requested that Defendant tear out the upstairs portion of the home to make ready for the remodeling agreed upon. Plaintiff wanted this done in September to utilize the

space in the dumpster.

43. Defendant performed that work and has not been paid for the same.

44. Defendant is owed the sum of \$1,000.00 for that portion of the work completed in accordance with the oral agreement of the parties.

45. Defendant is owed the sum of \$5,000.00 as a result of work completed by him in accordance with and as a result of the breach of the oral agreement by Plaintiff.

COUNT II

BREACH OF IMPLIED CONTRACT

Paragraphs 1 through 45 of Defendant's Answer and New Matter and Count I are incorporated by reference, as though the same were set forth at length herein.

46. Defendant performed the following work to the home at Plaintiff's request:

- a. Removal of air conditioner and closure of opening.
- b. Installation of new sills and trim to two windows in the downstairs bedroom.
- c. Basement demolition and removal of old cabinets.

47. Defendant performed the same at Plaintiff's request with the understanding that he would be paid, relying upon Plaintiff's intent to pay for the same.

48. Defendant performed the work in a workmanlike manner and in accordance with Plaintiff's request.

49. Defendant is entitled to payment for his work, based upon an implied

contract.

50. The fair price for Defendant's referenced work is \$500.00.

52. In the alternative to Count I, Defendant is entitled to be paid the sum of \$1,500.00 for the work completed to the interior of the garage, in accordance with an implied contract for payment.

53. In the alternative to Count I, Defendant is entitled to be paid the sum of \$2,500.00 for the work completed to the porch, in accordance with an implied contract for payment.

54. In the alternative to Count I, Defendant is entitled to be paid the sum of \$1,000.00 for the demolition work completed to the interior upstairs, in accordance with an implied contract for payment.

55. Despite requests for payment, Plaintiff has failed to pay the same.

Wherefore, Defendant respectfully requests this Honorable Court to enter judgment in his favor and against the Plaintiff in the amount of \$5,500.00

Respectfully submitted,



David R. Thompson, Esquire
Attorney for Defendant

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

JANET HAIR,

Plaintiff

vs.

GREG DOMANICK AND TARA DOMANICK,
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

Defendant

*
* No. 07-1096
*
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* TYPE OF CASE:
* Civil Action - Law
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* TYPE OF PLEADING:
* Praecipe to Append Defendant's
* Verification to Answer Containing
* New Matter and Counterclaims
*
*
*

* FILED ON BEHALF OF:
* Defendants
*
*
*

* COUNSEL OF RECORD
* FOR THIS PARTY:
* David R. Thompson, Esquire
* Attorney at Law
* Supreme Court I.D. 73053
* 308 Walton Street, Suite 4
* P.O. Box 587
* Philipsburg PA 16866
* (814) 342-4100

FILED

SEP 17 2007
01:50 PM
William A. Shaw
Prothonotary/Clerk of Courts
2nd Flr
A

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

JANET HAIR,

*

No. 07-1096

*

Plaintiff

*

VS.

*

GREG DOMANICK AND TARA DOMANICK,
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

*

*

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Defendant

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***PRAECIPE TO APPEND DEFENDANT'S VERIFICATION
TO ANSWER CONTAINING NEW MATTER AND
COUNTERCLAIMS***

TO THE PROTHONOTARY:

Kindly append the attached Verification to the Defendant's Answer Containing New Matter and Counter-Claims, in the above-captioned matter.

DATE: 9-12-07



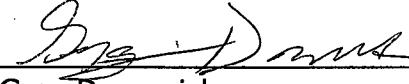
David R. Thompson, Esquire

Attorney for Defendant

VERIFICATION

I certify that the facts set forth in the foregoing ***ANSWER CONTAINING NEW MATTER AND COUNTER-CLAIMS*** is true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Dated: 9-12-07



Greg Domanick

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PA

CIVIL DIVISION LAW

JANET HAIR,

Plaintiff

vs.

GREG DOMANICK AND TARA DOMANICK,
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

Defendants

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No. 07-1096

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FILED

SEP 17 2007

01:55

6P

William A. Shaw

Prothonotary/Clerk of Courts

2

000

Am

TYPE OF PLEADING:

Certificate of Service

COUNSEL OF RECORD FOR

THIS PARTY:

David R. Thompson, Esq.

Attorney at Law

Supreme Court I.D. 73053

P.O. Box 587

308 Walton Street, Suite 4

Philipsburg PA 16866

(814) 342-4100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA
CIVIL DIVISION LAW

JANET HAIR,

Plaintiff

No. 07-1096

VS.

GREG DOMANICK AND TARA DOMANICK
husband and wife, t/d/b/a CALIBER POLE
BUILDINGS,

Defendants

六六六六六六六六六六

CERTIFICATE OF SERVICE

TO THE PROTHONOTARY:

I, **DAVID R. THOMPSON, ESQUIRE**, do hereby certify that I served a true and correct copy of the **PRAECIPE TO APPEND DEFENDANT'S VERIFICATION AND TO ANSWER CONTAINING NEW MATTER AND COUNTER-CLAIMS**, in the above captioned matter by depositing the same in the U.S. First Class Mail, postage prepaid, addressed as follows:

Janet Hair
c/o John R. Ryan, Esquire
BELIN, KUBISTA & RYAN
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

DATE: 9-12-07

BY:

David R. Thompson, Esquire

FILED

SEP 17 2007

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

FILED

OCT 01 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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

JANET HAIR, :
Plaintiff :
: :
vs. : No. 2007 - 1096 - C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
:

**REPLY TO NEW MATTER AND
ANSWER TO COUNTERCLAIM**

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED
OCT 01 2007 300 PM
Atty Ryan
(6K)

William A. Shaw
Prothonotary/Clerk of Courts

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

JANET HAIR, :
Plaintiff :
: :
vs. : No. 2007 – 1096 – C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
:

REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM

NOW COMES, Janet Hair, Plaintiff above named, and by her Attorneys, Belin, Kubista & Ryan, makes her Reply to the New Matter and Answer to the Counterclaim of Defendants as follows:

REPLY TO NEW MATTER

21. Denied in that at all times relevant herein, Defendant Tara Domanick represented herself to Plaintiff as a person with authority to bid on and contract work. Further, as set forth in Plaintiff's Complaint, Defendant Tara Domanick on several occasions met with Plaintiff in connection with the contract and the amount which was to be paid to Defendants for the work to be done. At no time did Defendant Tara Domanick indicate to Plaintiff that she lacked the authority to so act.

22. Denied for the reasons set forth in Plaintiff's Complaint and at Paragraph 21 herein above.

23. Denied for the reasons set forth in Plaintiff's Complaint. On the contrary, Plaintiff agreed to pay Defendants \$1,500.00 on or about December 1, 2006, and the additional \$1,500.00 when the job was completed. Defendant failed to complete the job; therefore, Plaintiff did not make the final payment.

24. Denied for the reasons set forth in Plaintiff's Complaint and at Paragraph 23 above.

25. Denied for the reasons set forth in Plaintiff's Complaint.

26. It is admitted that Defendants did not install the roof to the home. It is denied that they did not agree to install a center vent.

27. Denied. On the contrary, Defendants were to install the items listed but failed to do so despite having been paid by Plaintiff as requested.

28. Denied in that Defendants were at no time authorized to tear-out the interior upstairs of the home, yet do so and left the premises in disarray, resulting in further expense to Plaintiff.

29. Denied for the reasons set forth in Plaintiff's Complaint and herein above.

30. Denied. With the exception of the final payment of \$1,500.00, Plaintiff made all payments as requested by the Defendant.

31. Denied for the reasons set forth in Plaintiff's Complaint and herein above.

WHEREFORE, Plaintiff requests that judgment be entered in her favor and against the Defendant as set forth in her Complaint.

ANSWER TO COUNTERCLAIM

COUNT I
BREACH OF CONTRACT

32. Denied in that at all times relevant herein, Defendant Tara Domanick was party to the discussions and negotiations which led to the agreement for the remodeling work to be performed on Plaintiff's property.

33. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

34. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

35. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

36. Admitted in that Plaintiff refused to make a final payment of \$1,500.00. however, said refusal was based on the Defendants failure to complete the work as agreed by the parties.

37. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

38. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

39. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

40. It is specifically denied that Plaintiff owes any amount to Defendants, for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

41. Denied for the reason that Plaintiff specifically demanded a written estimate for work on the interior of the home, which Defendants failed to provide. For that reason, Plaintiff at no time authorized Defendants to perform any work on the interior as alleged.

42. Denied for the reasons set forth in Plaintiff's Complaint and in Plaintiff's Reply to New Matter.

43. It is admitted that Defendants have not been paid for any "work" done to the upstairs interior of the home, as they were never authorized to perform such work for the reason that they refused to provide Plaintiff with a written estimate for same.

44. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

45. Denied for the reasons set forth in Plaintiff's Complaint and Reply to New Matter.

WHEREFORE, Plaintiff requests that Defendants' Counterclaim be dismissed and that judgment be entered in her favor and against Defendants' as set forth in her Complaint.

COUNT II
BREACH OF IMPLIED CONTRACT

46. It is denied that Plaintiff employed Defendants to perform the work set forth at Paragraph 46, nor did she authorize Defendants to perform said work.

47. It is denied that at any time relevant herein that Plaintiff expressed an "intent" to pay Defendants for work which she did not authorize and, in the alternative, which was outside of the scope of the oral contract between the parties and the estimates provided by Defendants which were accepted by the Plaintiff.

48. Denied for the reasons set forth above.

49. It is denied that Defendants are entitled to be paid for said work for the reasons set forth herein above.

50. Plaintiff is without knowledge as to a "fair price" as alleged by Defendants, therefore the averments of Paragraph 50 are denied and strict proof is demanded at the time of hearing.

51. It is denied that there existed any "implied contract" between the Plaintiff and the Defendants, and further denied that Defendants are entitled to any payment from Plaintiff under any theory of recovery.

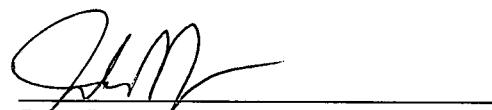
52. It is denied that there existed any "implied contract" between the Plaintiff and the Defendants, and further denied that Defendants are entitled to any payment from Plaintiff under any theory of recovery.

53. It is denied that there existed any "implied contract" between the Plaintiff and the Defendants, and further denied that Defendants are entitled to any payment from Plaintiff under any theory of recovery.

54. It is specifically denied that the Defendants at any time relevant herein made a request for payment from the Plaintiff as alleged, other than the \$1,500.00 which Plaintiff refused to pay for the reasons aforesaid. Defendants have never submitted a statement for any amounts allegedly owed to them and have never asserted any claim for such payment until the commencement of this action.

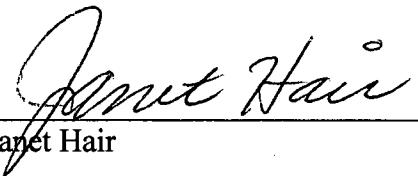
WHEREFORE, Plaintiff requests that the Counterclaim of the Defendants be dismissed, and that judgment be entered in her favor as set forth in her Complaint.

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

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


Janet Hair

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

JANET HAIR, :
Plaintiff :
vs. : No. 2007-1096-C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
:

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED
01/02/2008
OCT 02 2008
NO CC
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William A. Shaw
Prothonotary/Clerk of Courts

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

JANET HAIR, :
Plaintiff :
: :
vs. : No. 2007 – 1096 – C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Reply to New Matter and Answer to Counterclaim filed on behalf of JANET HAIR, Plaintiff in the above captioned matter, on the following party by postage prepaid first-class United States mail on the 2nd day of October, 2007:

David R. Thompson, Esquire
308 Walton Street, Suite 4
Philipsburg, PA 16866
Attorney for Defendants

BELIN, KUBISTA & RYAN



John R. Ryan
Attorney for Plaintiff

FILED

OCT 02 2007

William A. Shaw
Prothonotary/Clerk of Courts

BELIN, KUBISTA & RYAN
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 12-12-07

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
2007-1096-C.D.		
Date Complaint Filed: 08/06/2007	() Jury (X) Arbitration	1/2 days 1000xx

PLAINTIFF(S)

JANET HAIR () Check block if a Minor

DEFENDANT(S)

GREG DOMANICK and TARA DOMANICK, husband
and wife, t/d/b/a CALIBER POLE BUILDINGS ()

ADDITIONAL DEFENDANT(S)

()

FILED NO CC
02:52 PM Atty Ryan
DEC 12 2007 pd. 20.00

William A. Shaw
Prothonotary/Clerk of Courts (GK)

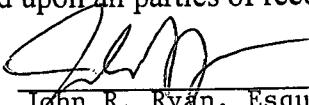
JURY DEMAND FILED BY: DATE JURY DEMAND FILED:

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED
\$20,565.00

More than
& () yes (x) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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


John R. Ryan, Esquire

John R. Ryan, Esquire (814) 765-8972
FOR THE PLAINTIFF TELEPHONE NUMBER

David R. Thompson, Esquire (814) 342-4100
FOR THE DEFENDANT TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT TELEPHONE NUMBER

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

JANET HAIR :
vs. : No. 07-1096-CD
GREG DOMANICK AND :
TARA DOMANICK, husband and wife :
t/d/b/a CALIBER POLE BUILDINGS :

ORDER

NOW, this 5th day of March, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, March 25, 2008 at 1:00 P.M. in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

John Sughrue, Esquire, Chairman

Peter F. Smith, Esquire

Katherine Forcey, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.


BY THE COURT
FREDRIC J. AMMERMAN

President Judge

FILED
01/24/08
MAR 06 2008
6cc
CJA
GW

William A. Shaw
Prothonotary/Clerk of Courts

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

JANET HAIR, :
Plaintiff :
vs. :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
:

No. 2007 - 1096 - C.D.

FILED

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MAR 14 2008
William A. Shaw
Prothonotary/Clerk of Courts
No C/C

CERTIFICATE OF SERVICE

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

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

JANET HAIR,	:	
	Plaintiff	:
vs.	:	No. 2007 – 1096 – C.D.
GREG DOMANICK and TARA	:	
DOMANICK, husband and wife,	:	
t/d/b/a CALIBER POLE BUILDINGS,	:	
Defendant	:	

CERTIFICATE OF SERVICE

This is to certify that I have served the Pre-Trial Statement submitted on behalf of Plaintiff, JANET HAIR, in the above captioned matter, on the following parties and in the manner set forth below on the 14th day of March, 2008:

Ronda J. Wisor
Deputy Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
Via Hand Delivery

David R. Thompson, Esquire
308 Walton Street, Suite 4
Philipsburg, PA 16866
Attorney for Defendants
Via First Class United States Mail, Postage Prepaid

John Sughrue, Esquire
23 North Second Street
Clearfield, PA 16830
Arbitrator
Via First Class United States Mail, Postage Prepaid

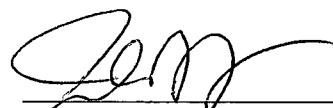
Peter F. Smith, Esquire
30 South Second Street
P.O. Box 130
Clearfield, PA 16830
Arbitrator

Via First Class United States Mail, Postage Prepaid

Katherine M. Forcey, Esquire
Midpenn Legal Services, Inc.
211 East Locust Street
Clearfield, PA 16830
Arbitrator

Via First Class United States Mail, Postage Prepaid

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Janet B. Hair

vs.

Greg Domanick and Tara Domanick,
husband and wife, t/d/b/a Caliber Pole Buildings

No. 2007-01096-CD

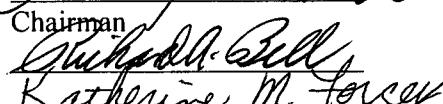
OATH OR AFFIRMATION OF ARBITRATORS

Now, this 25th day of March, 2008, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

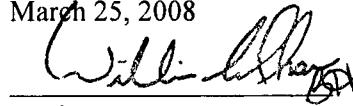
Peter F. Smith, Esq.


Chairman

Richard A. Bell, Esq.
Katherine Forcey, Esq.




Sworn to and subscribed before me this
March 25, 2008

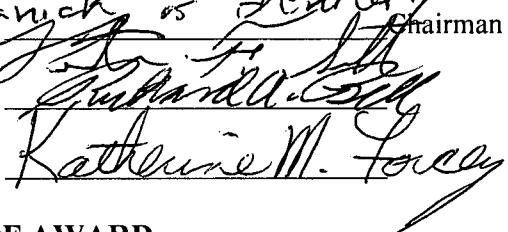

Prothonotary

AWARD OF ARBITRATORS

Now, this 25th day of March, 2008, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment / damages are awarded to Plaintiff
against defendant Greg Domanick in the
amount of \$5,900.- Judgment / claim
against Tara Domanick is denied.
Defendants' counterclaim is denied.

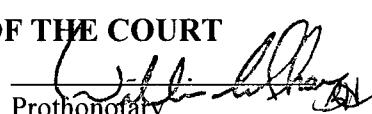
(Continue if needed on reverse.)


Chairman

ENTRY OF AWARD

Now, this 25th day of March, 2008, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT


Prothonotary
By _____

FILED
NOTICES TO
OF 4:00 PM ATTYS RYAN &
MAR 25 2008 THOMPSON

FILED

MAR 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

Janet B. Hair

Vs.

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2007-01096-CD

Greg Domanick and Tara Domanick,
husband and wife, t/d/b/a Caliber Pole Buildings

COPY

NOTICE OF AWARD

TO: John R. Ryan, Esq.

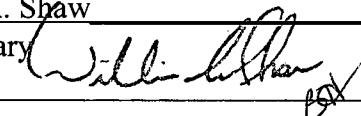
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 25, 2008 and have awarded:

Judgment/damages are awarded to Plaintiff against Defendant Greg Domanick in the amount of \$5,900.00. Judgement/claim against Tara Domanick is denied. Defendants' counterclaim is denied.

William A. Shaw

Prothonotary

By



March 25, 2008

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Janet B. Hair

Vs.

Greg Domanick and Tara Domanick,
husband and wife, t/d/b/a Caliber Pole Buildings

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY
: No. 2007-01096-CD

COPY

NOTICE OF AWARD

TO: David R. Thompson, Esq.

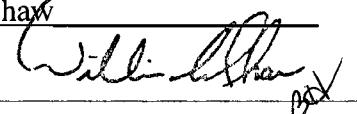
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 25, 2008 and have awarded:

Judgment/damages are awarded to Plaintiff against Defendant Greg Domanick in the amount of \$5,900.00. Judgement/claim against Tara Domanick is denied. Defendants' counterclaim is denied.

William A. Shaw

Prothonotary

By



March 25, 2008

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

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

JANET HAIR,

Plaintiff

vs.

No. 2007 - 1096 - C.D.

GREG DOMANICK and TARA
DOMANICK, husband and wife,
t/d/b/a CALIBER POLE BUILDINGS,
Defendant

**PRAECIPE FOR ENTRY OF
JUDGMENT**

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED Atty ad 01/25/2008 20.00
APR 28 2008 2ccs Statement
William A. Shaw to Atty
Prothonotary/Clerk of Courts
1CCD Notice
to Def. (GP) G. Domanick

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

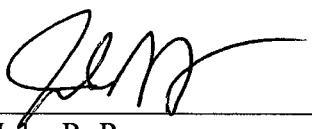
JANET HAIR, :
Plaintiff :
: :
vs. : No. 2007 – 1096 – C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
:

PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff, Janet Hair, and against Defendant, Greg Domanick, in accordance with the Notice of Award of Arbitrators dated March 25, 2008.

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiff

COP

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

JANET HAIR,

Plaintiff

vs.

No. 2007 - 1096 - C.D.

GREG DOMANICK and TARA

DOMANICK, husband and wife,

t/d/b/a CALIBER POLE BUILDINGS,

Defendant

Notice is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$5,900.00 plus interest, attorney's fees and costs on April 28, 2008.

Prothonotary,



William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Janet B. Hair
Plaintiff(s)

No.: 2007-01096-CD

Real Debt: \$5,900.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Greg Domanick
Caliber Pole Buildings
Tara Domanick
Defendant(s)

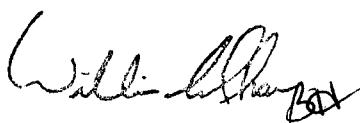
Entry: \$20.00

Instrument: Judgment on Award of Arbitrators
against Greg Domanick ONLY

Date of Entry: April 28, 2008

Expires: April 28, 2013

Certified from the record this 28th day of April, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

JANET HAIR, :
Plaintiff :
vs. : No. 2007 - 1096 - C.D.
: :
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :
: :

**AMENDED PRAECIPE FOR
ENTRY OF JUDGMENT**

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

FILED 2 CC & Statement
04/23/08 Atty Ryan
APR 29 2008
1 CC & Notice
William A. Shaw
Prothonotary/Clerk of Courts to Def.
(GP)

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

JANET HAIR, :
Plaintiff :
vs. : No. 2007 - 1096 - C.D.
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :

AMENDED PRAECIPE FOR ENTRY OF JUDGMENT

TO THE PROTHONOTARY:

Please enter judgment in favor of Plaintiff, Janet Hair, and against Defendant, GREG DOMANICK, trading and doing business as CALIBER POLE BUILDINGS, in accordance with the Notice of Award of Arbitrators dated March 25, 2008.

BELIN, KUBISTA & RYAN LLP


John R. Ryan
Attorney for Plaintiff

COPY

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

JANET HAIR,

Plaintiff

vs.

No. 2007 – 1096 – C.D.

GREG DOMANICK and TARA

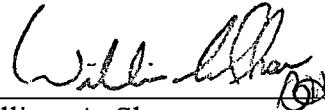
DOMANICK, husband and wife,

t/d/b/a CALIBER POLE BUILDINGS,

Defendant

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$5,900.00 plus interest, attorney's fees and costs on
April 29, 2008.

Prothonotary,



William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

COPY

Janet B. Hair
Plaintiff(s)

No.: 2007-01096-CD

Real Debt: \$5,900.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Greg Domanick
Caliber Pole Buildings
Tara Domanick
Defendant(s)

Entry: \$20.00

Instrument: Judgment on Award of Arbitrators
against Greg Domanick, t/d/b/a Caliber Pole
Buildings ONLY

Date of Entry: April 29, 2008

Expires: April 29, 2013

Certified from the record this 29th day of April, 2008.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

JANET HAIR,

Plaintiff

VS.

GREG DOMANICK AND TARA
DOMANICK, husband and wife,
t/d/b/a CALIBER POLE BUILDINGS,

Defendants

No. 07-1096-CD

RECEIVED
MAR 18 2008
Court Administrator's
Office

TYPE OF CASE:
Civil Action Law

TYPE OF PLEADING:
Pre-Trial Statement

FILED ON BEHALF OF:
Defendants

COUNSEL OF RECORD FOR
THIS PARTY:

David R. Thompson, Esq.
Attorney at Law
Supreme Court I.D. 73053
P.O. Box 587
308 Walton Street, Suite 4
Philipsburg PA 16866
(814) 342-4100

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION - LAW

JANET HAIR,	*
	*
Plaintiff	No. 07-1096
	*
	*
vs.	*
	*
	*
GREG DOMANICK AND TARA	*
DOMANICK, husband and wife,	*
t/d/b/a CALIBER POLE BUILDINGS,	*
	*
	*
Defendants	*
	*

PRE-TRIAL STATEMENT

I. STATEMENT OF CASE:

Plaintiffs initiated this Action by filing a Complaint with the Court of Common Pleas of Clearfield County, Pennsylvania, on August 6, 2007. On or about September 11, 2007, Defendant filed a Answer Containing New Matter and Counterclaims. On or about May 11, 2007, Plaintiff filed a Reply to New Matter. On or about September 12, 2007, Plaintiff filed a Praecept to Append Defendant's Verification to Answer Containing New Matter and Counterclaims. On or about October 1, 2007, Plaintiff filed a Reply to New Matter and Answer to the Counterclaim. The matter is schedule for Arbitration on March 25, 2008 at 1:00 p.m. in Courtroom 3 of the Clearfield County Courthouse.

II. STATEMENT OF FACTS:

On or about September 12, 2006, Plaintiff engaged the services of Defendant Greg Domanick t/d/b/a Caliber Pole Building. Caliber Pole Building is a sole proprietorship owned by Defendant Greg Domanick. Defendant Tara Domanick is an employee of the same. As

the work progressed, Plaintiff requested additional services to be completed and/or constructed and made various changes, which changed the initial agreement between the parties. Plaintiff is alleging that some of the work to be performed has not been completed, and further that some of the work completed was not in a workmanlike manner. Defendant maintains that all of the work completed was done in a professional and workmanlike manner. By way of further pleading, the remaining items not completed were not completed either due to Plaintiff's request that Defendant work on other projects or that Plaintiff failed to pay the balance due as demanded.

As to Plaintiff's allegation that Defendant initiated work or caused damage in the upstairs of her home, Defendant alleges that on or about September 18, 2007, Plaintiff requested Defendant to begin the demolition of the upstairs while the dumpster was still on site. By way of further pleading, Plaintiff removed all "knick knacks" and bedding so that the crew could begin the work. Plaintiff further requested that the completion of the upstairs work be done after the winter holiday season. All of the work to the upstairs of the home was done at the specific request of the Plaintiff.

While Defendant admits that not all work has not been completed, he contends that the remaining items were not completed as a direct and proximate result of Plaintiff failing to pay him the balance of \$1,500.00 due under the oral agreement.

Defendant also performed additional items of work that remain unpaid by the Plaintiff. Defendants are demanding judgment in their favor and against the Plaintiff in an amount in excess of \$5,500.00, plus interest and costs of suit in this matter.

III. LIST OF EXHIBITS:

Correspondence between the parties.

Photographs of the work completed.

IV. WITNESSES:

- a. Plaintiff
- b. Defendants
- c. Darryl Selvage
- d. Defendants employees who worked on the Plaintiff's home.
- e. Any witnesses called to testify by the Defendants, or any witnesses listed in the Defendant's Pre-Trial Statement.

V. APPLICABLE STATUTES AND LAW:

Principals of Contract Law

VI. STIPULATIONS:

None at this time.

VII. DAMAGES:

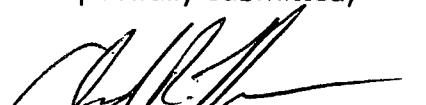
Defendants dispute that Plaintiffs sustained damages. Defendant Greg Domanick will testify as to the work performed that remains unpaid.

VIII. ESTIMATED TIME FOR TRIAL:

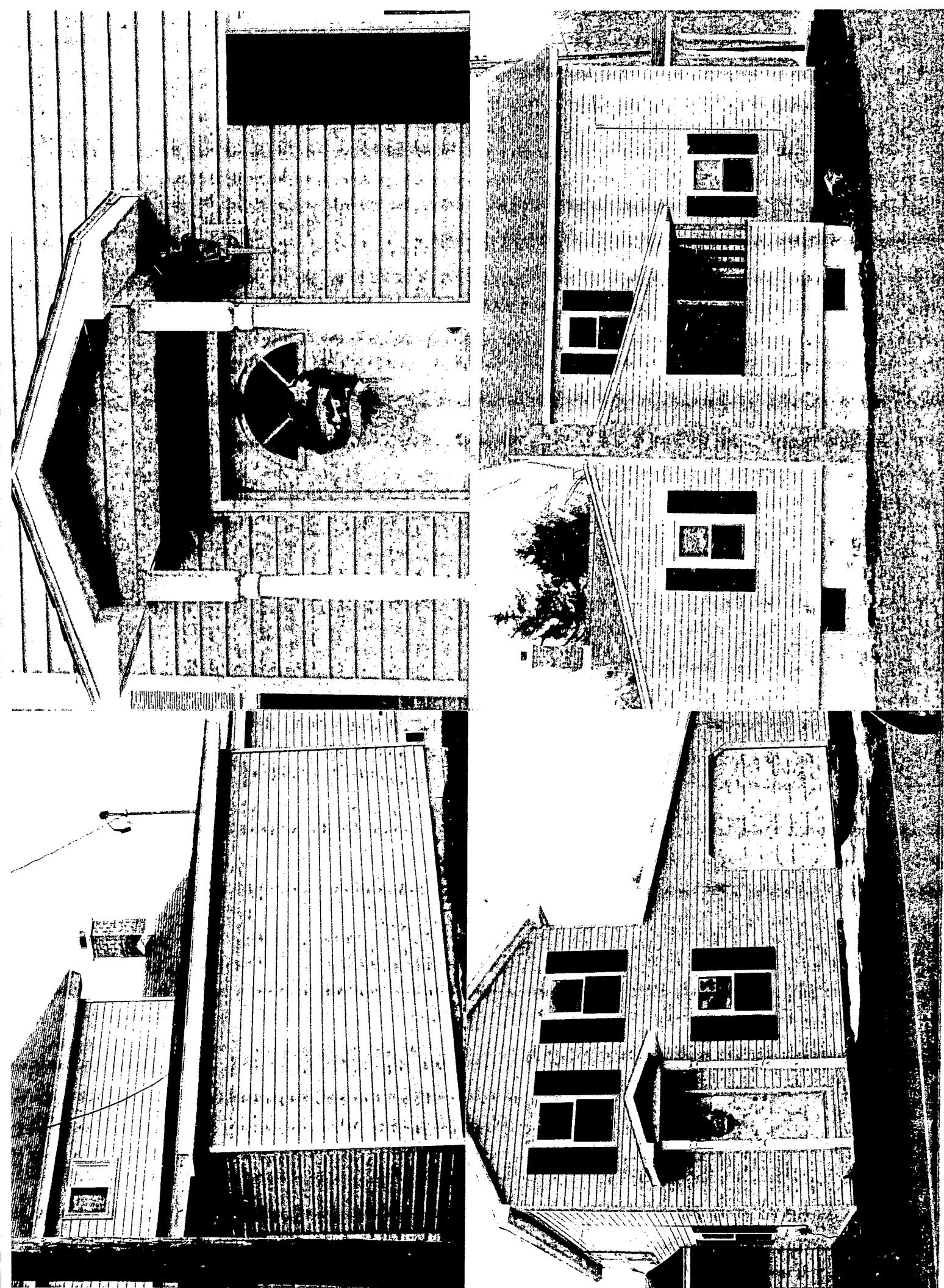
One-half day.

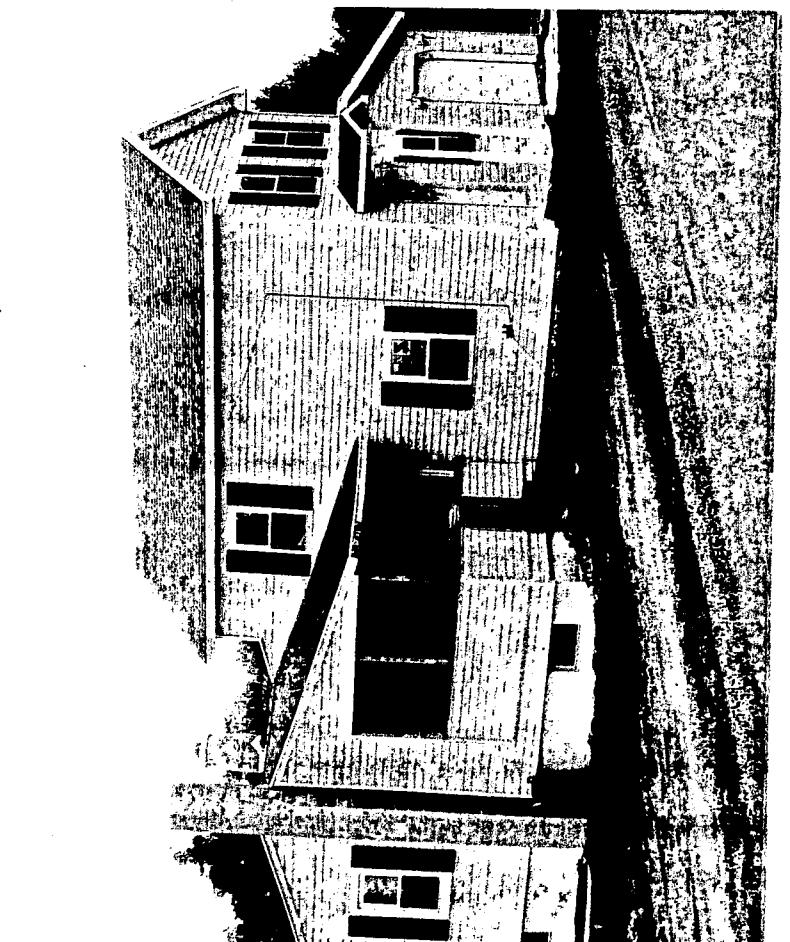
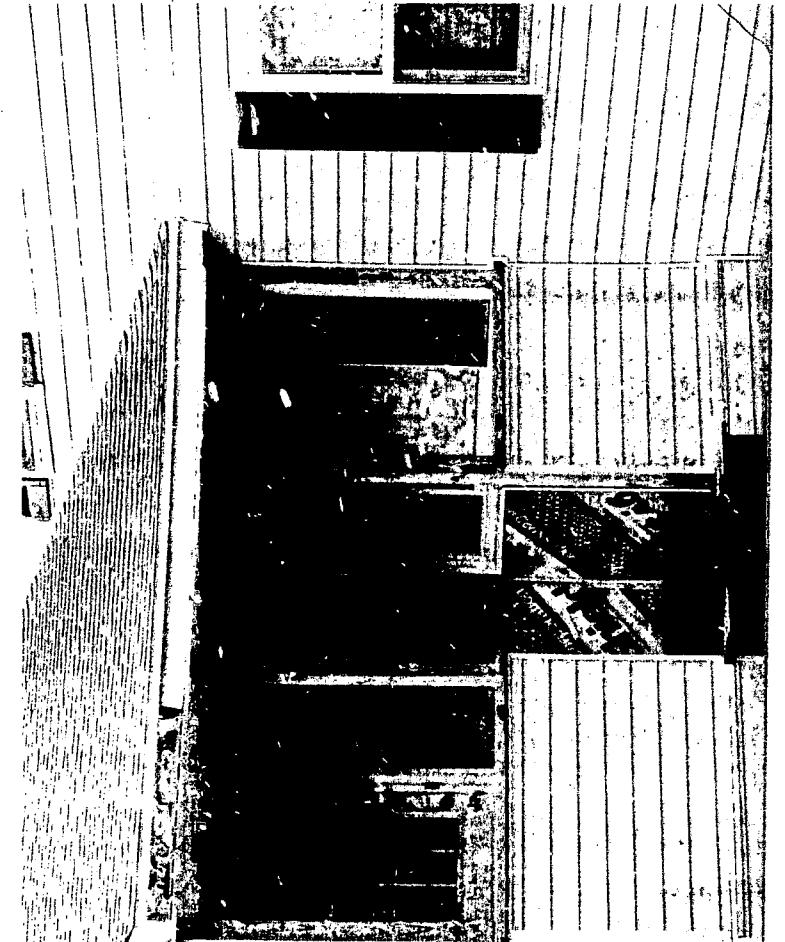
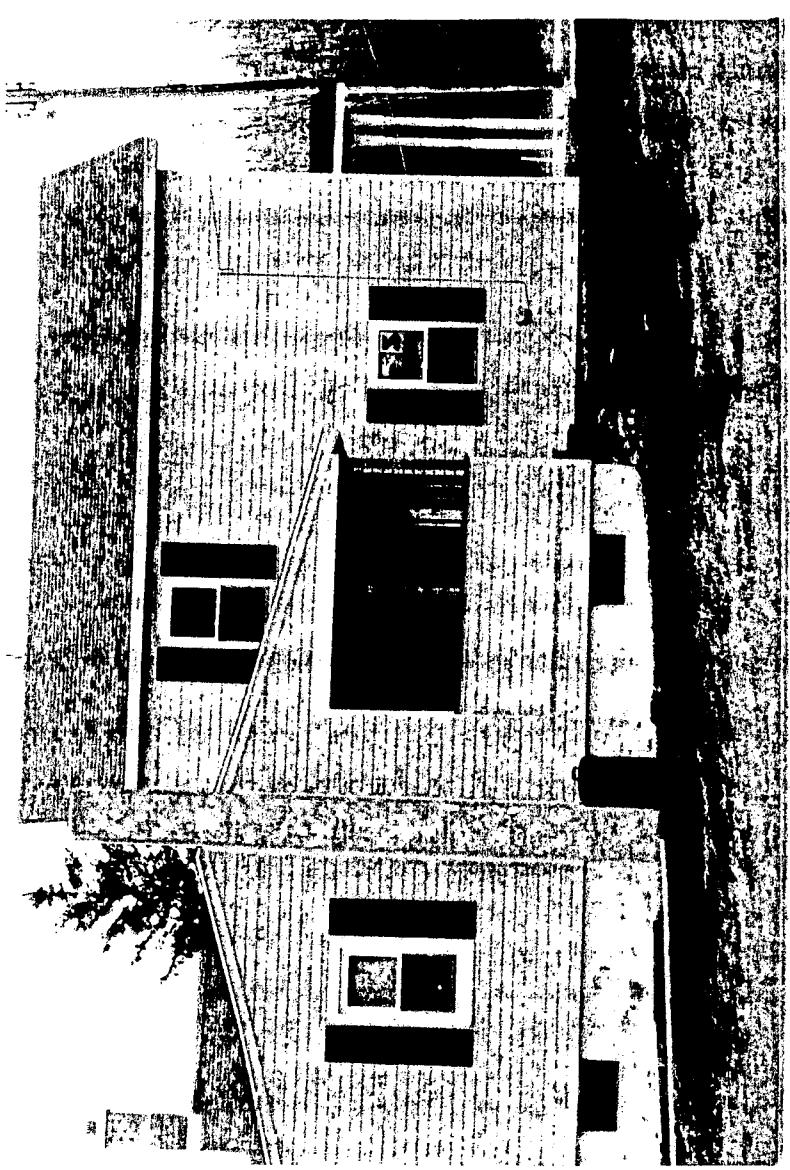
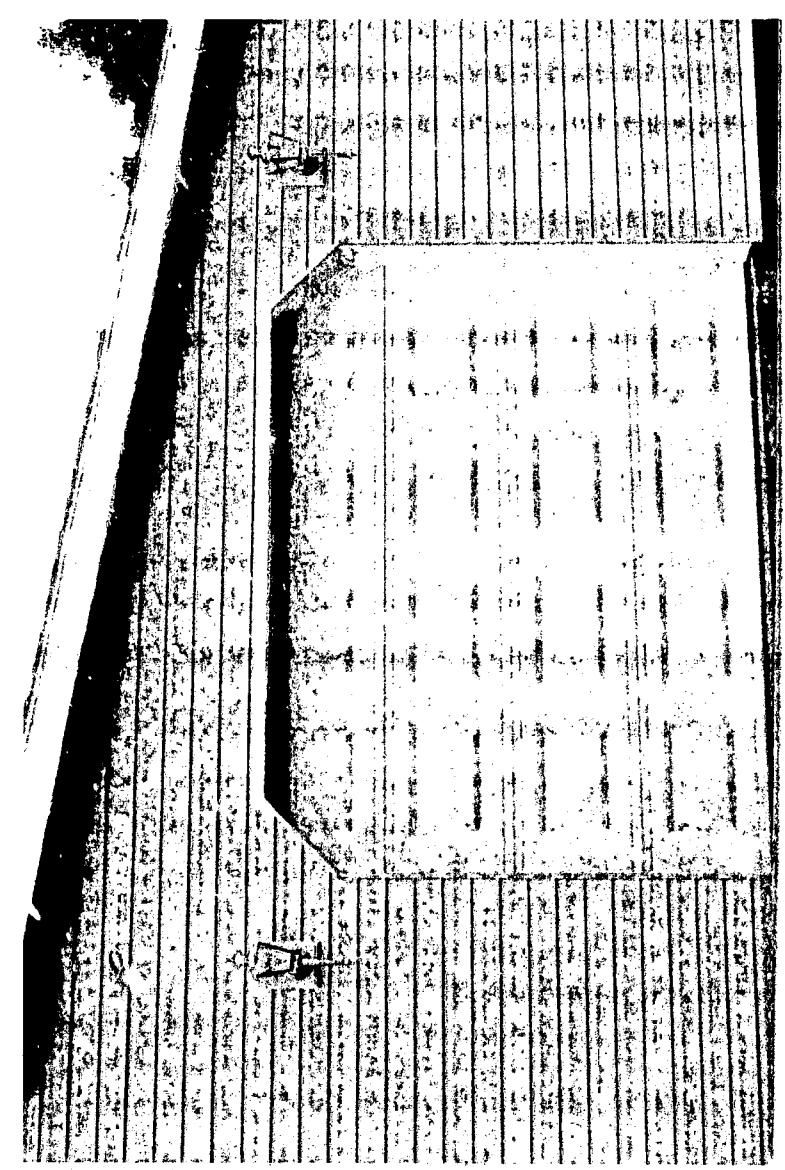
Plaintiff reserves the right to supplement this Pre-Trial Statement as is necessary.

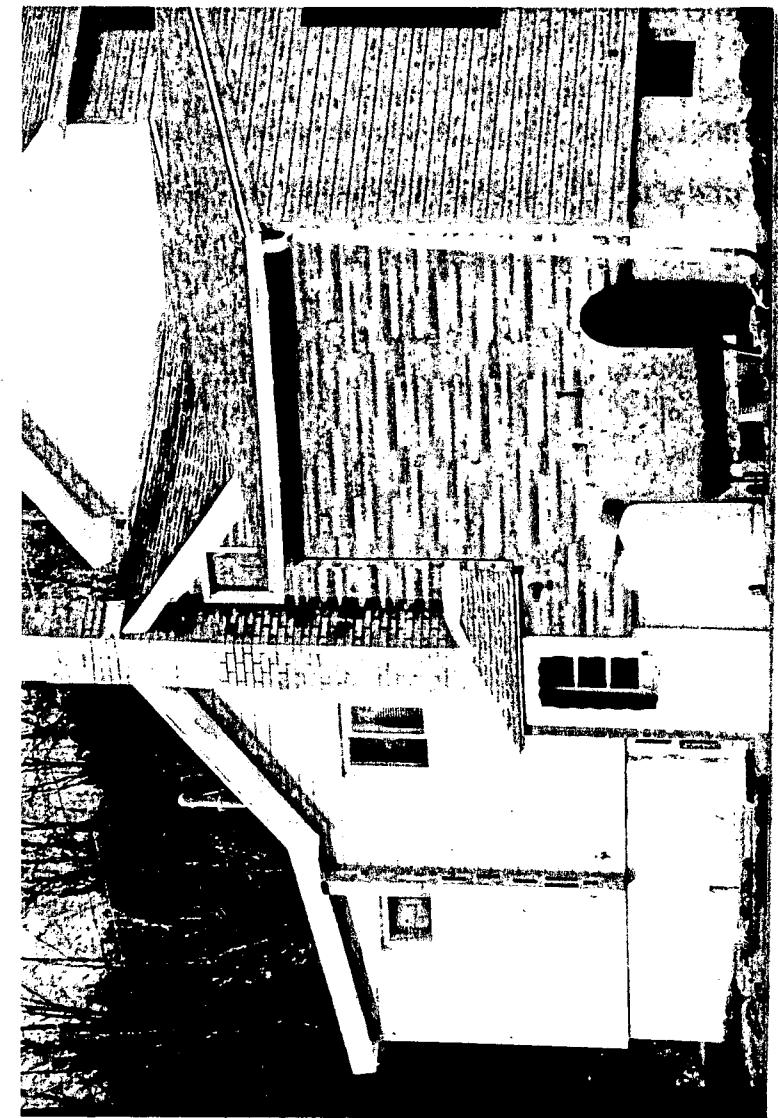
Respectfully submitted,



David R. Thompson, Esquire
Attorney for Plaintiffs







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

JANET HAIR, :
Plaintiff :
vs. : No. 2007 - 1096 - C.D.
GREG DOMANICK and TARA :
DOMANICK, husband and wife, :
t/d/b/a CALIBER POLE BUILDINGS, :
Defendant :

**PLAINTIFF'S PRE-TRIAL
STATEMENT**

Filed on behalf of:
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

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

RECEIVED

MAR 14 2000

Court Administrator's
Office

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

JANET HAIR,	:	
	Plaintiff	:
vs.	:	No. 2007 - 1096 - C.D.
GREG DOMANICK and TARA	:	
DOMANICK, husband and wife,	:	
t/d/b/a CALIBER POLE BUILDINGS,	:	
Defendant	:	

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

Plaintiff entered into a contract with the Defendants for labor and materials in connection with the remodeling of a home owned by the Plaintiff in Beccaria, Pennsylvania. The initial contract, which was verbal, provided that the Defendants would remove and replace siding, construct a stoop and replace seven windows for the sum of \$6,500.00, which amount was paid by Plaintiff in advance. Subsequently, Defendants requested additional funds, which Plaintiff paid in the amount of \$4,500.00, with the understanding that Defendants would also install flashing, soffit and fascia and replace the garage roof.

Plaintiff then requested that Defendants install a remote control garage door, and remove and replace a porch, for which she paid, again in advance, the sum of \$9,535.00.

Defendants did perform a portion of the work for which they were paid; however, they did not complete the entire project. Defendants then requested an additional \$3,000.00 to finish the interior of the garage. Plaintiff agreed to pay \$1,500.00 at that time and the remaining \$1,500.00 upon completion of the entire project. She also requested a written estimate of the costs of remodeling the interior of the home, which Defendants failed to provide.

Notwithstanding that there was no contract, written or otherwise, Defendants proceeded to tear up a portion of the second floor of the home.

Ultimately, Defendants failed to complete the project and left the job. In addition, a portion of the work that was completed was of poor quality and had to be repaired.

Plaintiff has incurred costs to finish the project and to repair the substandard work performed by the Defendants in the total amount of \$18,565.00.

Plaintiff would bring to the attention of the Arbitrators that her Complaint indicates that the total amount of damages she is seeking is \$20,565.00. In fact, that amount is incorrect, and the total amount is actually \$18,565.00.

B. CITATIONS OF LAW OR STATUTE

Defendant has raised the issue of whether Defendant Tara Domanick is properly a party to this action. Plaintiff will present testimony and evidence that Tara Domanick met with her on several occasions and at all times held herself out as having authority to give estimates, accept payments, and in all respects act accordingly.

C. WITNESSES

1. Janet Hair, Plaintiff;
2. Joyce Mazoff ;
3. Trace Tibbens, a contractor who finished the work left undone by the Defendants and repaired substandard work performed by the Defendants;
4. Defendants, on cross-examination;
5. Any other witnesses called by the Defendant, on cross-examination.

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

Trace Tibbens will testify as to the work he did to complete the project and as to the damage to the premises and the costs incurred in repair of same. Attached hereto are copies of itemized estimates prepared by Trace Tibbens which will be offered into evidence.

Respectfully submitted,

BELIN, KUBISTA & RYAN LLP



John R. Ryan
Attorney for Plaintiff

Trace Tibbens
211 Poplar Avenue
Clearfield, PA. 16830

02-11-07

This estimate is to finish work that a previous contractor started.

Here is a list of the areas that need finished for Janet Hair.

1. Install attic window.
2. Return and install proper basement door.
3. Finish remaining siding, plus 4 additional square siding required.
4. Finish remaining soffit and fascia.
5. Install remaining insulation and soffit inside garage ceiling.
6. Replace garage door track with low clearance track.
7. Install indoor garage door opener and seal the garage door exterior.
8. Install indoor/outdoor carpeting over old concrete pad and step.
9. Install 2 new storm doors.
10. Install the center vent in roof.
11. Concrete cement sweep
12. Misc. repairs and items.

MATERIAL LIST FOR OUTSIDE AND GARAGE MAINTENANCE

1. 4 square siding
2. New basement door
3. Indoor/outdoor carpet

4. Low clearance track
5. Garage door opener
6. Insulation
7. Garage door seals
8. Insulation board
9. 2 storm doors
10. Center vent
11. Roofing nails
12. Flashing white fascia

**TOTAL COST 5900.00 FOR MATERIAL AND LABOR,
PRICES MAY CHANGE DUE TO AVAILABILITY OF MATERIALS
AND PRICE CHANGES.**

This estimate is to repair the damages, done by the previous contractor, in 2 bedrooms and hallway on 2nd floor. Here is a list to fix and repair these areas.

1. Clean up debris in bedrooms and hallway.
2. Hang drywall on walls and ceiling.
3. Apply joint compound to finish drywall.
4. Install bifold doors on 2 closets.
5. Frame and trim out interior of windows, also insulate around windows. Pine casing.
6. Install new carpeting to both bedrooms.
7. Misc. items and repairs.

MATERIAL LIST FOR BEDROOMS AND HALLWAY

1. Drywall
2. Drywall tape
3. Drywall screws
4. Joint compound
5. Bifold doors for closets
6. Pine casing for windows
7. Pine boards for windows
8. Insulation for windows
9. Furring strips
10. 31 square yards of carpeting

**TOTAL COST 6,200.00 FOR MATERIAL AND LABOR. PRICES
MAY CHANGE DUE TO AVAILABILITY OF MATERIAL AND
PRICE CHANGES.**

TRACE TIBBENS
211 POPLAR AVENUE
CLEARFIELD, PA 16830

5/07/07

ESTIMATE FOR FRONT PORCH

Removal of existing front porch, due to previous contractor failed to comply with building codes and unsatisfactory. Front porch leaks rain water into basement, caused mildew and damage. Porch roof has to be supported for removal of porch.

ESTIMATE 2000.00 FOR REMOVAL

ESTIMATE FOR NEW PORCH INSTALLATION.

Installation for new porch requires a water tight decking, also must seal foundation to prevent water leakage into basement. Once front porch is removed and roof supported, will install floor joists, water tight decking, hand rails and porch poles.

ESTIMATE 4465.00 FOR FRONT PORCH

TOTAL COST 6465.00

031000040
09/15/2006
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This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

09/14/2006
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TERRY W. HAIR JANET B. HAIR (717) 938-0502 11 RIVER STREET ETTERS, PA 17319	90-142813 DATE <u>9-12-06</u>	7791
PAY TO THE ORDER OF <u>Greg Domanick</u>		\$ 6500.00
<u>Six Thousand Five Hundred + 00/100 DOLLARS</u>		
FULTON BANK		
FOR Building mat. labor <u>Janet Hair</u>		
10313014221 3622 490220 7791		

410313014221 3622490220 7791 000006500000

Check Number 7791 - T/R 03130142 - Account 362249022 - ProcessCode 90

Amount 6500.00 - Posted 09-15-2006 - Reference Number 0015 03566350

02130500 09/15/2006
6251542043
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DO NOT SIGNATURE OR WRITE BELOW THIS LINE

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02130500 09/15/2006
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*031000040 09/15/2006
6510264284

10313014221 3622 490220 7791 000006500000

1503065930 90-142813
L11010313014221 3622 490220 7791 000006500000

PLAINTIFF'S
EX. 1

031000040
10/20/2006
6516949248

This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.

00000001700503585	10/19/2006	7792
TERRY W. HAIR JANET B. HAIR (717) 938-0502 11 RIVER STREET ETTERS, PA 17319		
PAY TO THE ORDER OF <u>TARA DUMANICK</u> \$4,500.00		
Four Thousand Five Hundred & 00/100 DOLLARS <input checked="" type="checkbox"/>		
FULTON BANK		
FOR <u>Terry W. Hair</u>		
10313014221 3622 49022# 7792		

410313014221 362249022# 7792 000004500000

DO not endorse or write below this line

021305001 10/20/2006
031000040 10/20/2006
6516949248

ENDORSE HERE	<u>TARA DUMANICK</u>	DO NOT Write, Sign OR Sign Below This Line BANK TO WHICH INSTITUTION NAME	10313014221 3622 49022# 7792 00000001700503585 >221370432< 10/19/2006
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PLAINTIFF EX. 2

031000040
11/07/2006
6312706764

This is a LEGAL COPY of
your check. You can use
the same way you would
use the original check.

<p> TERRY W. HAIR JANET B. HAIR 117 9th Street ELSTERS, 17319 </p> <p> PAY TO THE ORDER OF </p> <p> FULTON BANK </p>	<p> 60-142013 DATE 11-5-06 7848 </p> <p> <i>Sara Romancik \$ 9535 96</i> <i>Nine Thousand Five Hundred Fifty Six Dollars</i> </p> <p> <i>Janet Hair</i> </p> <p> FOR <i>John full</i> 103 130 14 221 3622 49022# 7848 </p>
---	---

400313014220 3622490221 7848 00009535000

DO NOT ANDONE OF THIS PAGE BY THE END.

PLAINTIFF'S EX. 3

**TERRY W. HAIR
JANET B. HAIR
(717) 938-0502
11 RIVER STREET
ETTERS, PA 17319**

60-142313

7870

DATE 17-1-06

PAY TO THE
ORDER OF -

FULTON BANK

Sara Romanick \$1500 ^{xx}/rx

200612011031050000441883
00000000000000000000000000000000
9880439783 6104117

~~EDDOLLARS~~ Contains Security Features Details or Black

FOR

10313014220 3622 4902210 7870 00000 150000,1

franz Dommerück

PLAINTIFF'S EX. 4

Trace Tibbens

211 Poplar Avenue

Clearfield, PA. 16830

02-11-07

This estimate is to finish work that a previous contractor started.

Here is a list of the areas that need finished for Janet Hair.

1. Install attic window.
2. Return and install proper basement door.
3. Finish remaining siding, plus 4 additional square siding required.
4. Finish remaining soffit and fascia.
5. Install remaining insulation and soffit inside garage ceiling.
6. Replace garage door track with low clearance track.
7. Install indoor garage door opener and seal the garage door exterior.
8. Install indoor/outdoor carpeting over old concrete pad and step.
9. Install 2 new storm doors.
10. Install the center vent in roof.
11. Concrete cement sweep
12. Misc. repairs and items.

MATERIAL LIST FOR OUTSIDE AND GARAGE MAINTENANCE

1. 4 square siding
2. New basement door
3. Indoor/outdoor carpet

PLAINTIFFS

EX. 5

4. Low clearance track
5. Garage door opener
6. Insulation
7. Garage door seals
8. Insulation board
9. 2 storm doors
10. Center vent
11. Roofing nails
12. Flashing white fascia

**TOTAL COST 5900.00 FOR MATERIAL AND LABOR,
PRICES MAY CHANGE DUE TO AVAILABILITY OF MATERIALS
AND PRICE CHANGES.**

This estimate is to repair the damages, done by the previous contractor, in 2 bedrooms and hallway on 2nd floor. Here is a list to fix and repair these areas.

1. Clean up debris in bedrooms and hallway.
2. Hang drywall on walls and ceiling.
3. Apply joint compound to finish drywall.
4. Install bifold doors on 2 closets.
5. Frame and trim out interior of windows, also insulate around windows. Pine casing.
6. Install new carpeting to both bedrooms.
7. Misc. items and repairs.

MATERIAL LIST FOR BEDROOMS AND HALLWAY

1. Drywall
2. Drywall tape
3. Drywall screws
4. Joint compound
5. Bifold doors for closets
6. Pine casing for windows
7. Pine boards for windows
8. Insulation for windows
9. Furring strips
10. 31 square yards of carpeting

**TOTAL COST 6,200.00 FOR MATERIAL AND LABOR. PRICES
MAY CHANGE DUE TO AVAILABILITY OF MATERIAL AND
PRICE CHANGES.**

**TRACE TIBBENS
211 POPLAR AVENUE
CLEARFIELD, PA 16830**

5/07/07

ESTIMATE FOR FRONT PORCH

Removal of existing front porch, due to previous contractor failed to comply with building codes and unsatisfactory. Front porch leaks rain water into basement, caused mildew and damage. Porch roof has to be supported for removal of porch.

ESTIMATE 2000.00 FOR REMOVAL

ESTIMATE FOR NEW PORCH INSTALLATION.

Installation for new porch requires a water tight decking, also must seal foundation to prevent water leakage into basement. Once front porch is removed and roof supported, will install floor joists, water tight decking, hand rails and porch poles.

ESTIMATE 4465.00 FOR FRONT PORCH

TOTAL COST 6465.00

Plaintiffs' ex. 6

Terry & Janet Hair
11 River Street
Etters, PA 17319

January 24, 2007

Caliber Pole Barns
Greg Domanick
Smithmill, PA

Dear Mr. Greg:

Per our conversation on January 13, 2007, you are to finish the work listed below on my house by February 10, 2007. Although our original agreement was to have the work completed by December 5, 2006, I understand your schedule has changed slightly. I have paid you in full on November 5, 2006 for the following work that is to be completed:

- Install the attic window
- Install the basement door
- Install the center vent in roof
- Put up remaining siding
- Soffit fascia on siding
- Wrap porch poles and banister
- Finish and seal porch floor
- Install 2 storm doors (CALACAOY paid for)
- Seal garage door
- Install garage door opener
- Cement sweep in front of garage
- Install carpet on both porches

The work that has been partially paid, but yet to be completed during the same timeframe is the following:

- Garage
 - Install remaining insulation
 - Install remaining soffit
 - Finish cement floor

Upon completion of the above lists, I will pay the remaining amount for remaining work on the garage, (1500.00 already paid leaving a balance of 1500.00 to be paid upon completion). If all the work is not completed by February 10, 2007, I will be forced to retrieve the keys to my house and to take legal action. If legal action is taken, I will include the costs to finish the work listed above, the legal costs and the costs to repair the upstairs of my house that you tore apart and threw away without my permission.

Regards

Terry & Janet Hair

PLAINTIFFS

EX. 5 7



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