

2007-1122-CD
Chapman Village et al vs Sharren Zartman

Chapman Village vs S. Zartman

Date: 7/31/2008

Time: 09:12 AM

Page 1 of 2

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

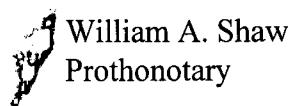
Case: 2007-01122-CD

Current Judge: Fredric Joseph Ammerman

Chapman Village, Myrna Ward, Ronald Ward vs. Sharan L. Zartman

District Justice Appeal

Date		Judge
7/18/2007	New Case Filed. ✓ Filing: District Justice Appeals Paid by: Zartman, Sharan L. (defendant) Receipt number: 1919839 Dated: 07/18/2007 Amount: \$85.00 (Check) Mailed Notice of Appeal to MDJ Ford and Plaintiff.	No Judge No Judge
7/23/2007	✓ Transcript from MDJ Ford, filed.	No Judge
8/7/2007	✓ Complaint, filed by Plaintiff's 3 Cert. to Plaintiff.	No Judge
8/31/2007	✓ Answer, filed by s/ Sharan L. Zartman, Def. 2CC to Def.	No Judge
11/15/2007	✓ Preliminary Objections, filed by s/ Benjamin S. Blakley, III. 1CC Atty. Blakley	No Judge
11/20/2007	✓ Order, this 20th day of Nov., 2007, upon consideration of Plaintiff's Preliminary Objections, it is Ordered that argument shall be scheduled for the 19th day of Dec., 2007, at 1:30 p.m. in Courtroom 1. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Blakley; 1CC Def. - 1207 E. Main St., Reynoldsville, PA 15851	Fredric Joseph Ammerman
12/21/2007	✓ Order, this 19th day of Dec., 2007, Plaintiffs' Preliminary Objections to Defendant's New Matter are granted to the extent that the Defendant shall have no more than 20 days to file an additional New Matter which will conform in substance with the requirement of the Rules of Civil Procedure. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. CC to Atty. Blakley & Def.	Fredric Joseph Ammerman
1/16/2008	✓ Order, this 16th day of Jan., 2008, it is Ordered that Defendant's New Matter be filed by no later than Feb. 1, 2008. The Court notes that there is no additional charge by the Office of the Prothonotary to file this document. by The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC Def. - 1207 E. Main St., Reynoldsville, PA 15851; 2CC Atty. Blakley	Fredric Joseph Ammerman
1/22/2008	✓ New Matter, filed by s/ Sharan Zartman, Defendant. No CC	Fredric Joseph Ammerman
3/10/2008	✓ Motion to Quash Defendant's New Matter and for Entry of Judgment by Default, filed by Atty. Blakley, 1 Cert. to Atty.	Fredric Joseph Ammerman
3/11/2008	✓ Rule To Show Cause AND NOW, this 11 day of March 2008 upon consideration of the foregoing Motion to Quash Defendant's New Matter and for Entry of Judgment by Default, it is the ORDER of this Court that a Rule be issued upon the defendant, Sharon Zartman a/k/a Sharan Zartman, to show cause why the prayer in said Motion should not be granted. RULE RETURNABLE and Hearing thereon to be held the 10th day of April 2008 at 3:00 p.m. in Courtroom NO. 1. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 3CC Atty Blakley.	Fredric Joseph Ammerman
4/11/2008	✓ Amended Motion to Quash Defendant's New Matter and for Entry of Judgment by Default, filed by s/ Benjamin S. Blakley Esq. No CC.	Fredric Joseph Ammerman
4/23/2008	✓ Order, this 10th day of April, 2008, following argument on the Amended Motion to Quash Defendant's New Matter and for entry of Judgment by Default, it is Ordered that the said Motion be granted insomuch as it is Ordered that the Defendant's New Matter filed Jan. 22, 2008, is quashed. The Motion is denied to the extent that the Court will not enter default judgement. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Blakley; 2CC Def. - 1207 E. Main St., Reynoldsville, PA 15851	Fredric Joseph Ammerman
5/15/2008	✓ Motion For Judgment on The Pleadings, filed by s/ Benjamin S. Blakley, III. 1CC Atty. Blakley	Fredric Joseph Ammerman



William A. Shaw
Prothonotary

Issuing Attorney:

John Sughrue
23 North Second Street
Clearfield, PA 16830

Date: 7/31/2008

Time: 09:12 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2007-01122-CD

User: LMILLER

Current Judge: Fredric Joseph Ammerman

Chapman Village, Myrna Ward, Ronald Ward vs. Sharan L. Zartman

District Justice Appeal

Date	Judge
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5/21/2008	Rule, this 21st day of May, 2008, upon consideration of the Motion for Entry Fredric Joseph Ammerman of Judgment on the Pleadings, it is Ordered that Rule be issued upon the Defendant. Rule Returnable and Hearing thereon to be held the 4th day of August, 2008, at 9:30 a.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 4CC Atty. Blakley
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

SUMMONS

James H. Gilliland

Vs.

NO.: 2008-00881-CD

Eleanor M. Nixon
Leon C Carberry
Hannah R. Slocum
County National Bank
David McNaul
Jared McNaul
Selma A. Johnson
Anna M. Martinez
Sally M. Goss
Martha L. McNaul
Richard Gattuso
Virginia McNaul
David W. McNaul
Patricia M. Bender
George E. Bender
Michael D. McNaul
Allan A. McNaul
Ann Argo
Ralph Monaco
Ardath Morgan
Sonya Lea McNaul
Sonya Lea Hart
William D. McNaul
Frances A. Gattuso
John M. Derr
Robert A. Derr
Jenine McNaul Campbell
Richard Peluse
Kathryn Collord
Barbara J. McNaul
Martha Jane Spinelli

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

JUL 18 2007

01/12:05 PM
William A. Shaw
Prothonotary/Clerk of Courts
NOTICE OF APPEAL

CIVIL ACTION

No. 2007-1122-CD TO M.J. Fong

+
PLFF.

Type of Case: _____

Type of Pleading: _____

Filed on Behalf of:

Sharon L Zartman
(Plaintiff/Defendant)

vs.

Sharon L Zartman
(Defendant)

1007 E Main St
(Street Address)

Reynoldsburg Pa 15851
(City, State ZIP)

Sharon L Zartman
(Filed by)

1207 E Main St. 15851
(Address) Reynoldsburg, Pa. 15851

590-9963
(Phone)

Sharon L Zartman
(Signature)

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46TA

Judicial District, County Of

CLEARFIELD

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-1122-CO

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 <u>Sharon L. Zartman</u>	MAG. DIST. NO. <u>46-3-01</u>	NAME OF D.J. <u>Patrick K N Ford</u>
ADDRESS OF APPELLANT <u>1207 E Main St.</u>	CITY <u>Reynoldsville</u>	STATE <u>Pa.</u>
DATE OF JUDGMENT <u>6/21/07</u>	IN THE CASE OF (Plaintiff) <u>Chapman Village</u>	(Defendant) <u>Sharon Zartman</u>
DOCKET NO.	vs <u>Sharon L Zartman</u>	
		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p><u>Sharon</u> Signature of Prothonotary or Deputy</p>		
<p>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.</p>		

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 Chapman Village Name of appellee(s) appellee(s), to file a complaint in this appeal

(Common Pleas No. 2007-1122-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Sharon L. Zartman
Signature of appellant or attorney or agent

RULE: To Chapman Village, 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 18, 2007

W. D. H.
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

COURT OF COMMON PLEAS

46TH

Judicial District, County Of

CLEARFIELD

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-1122-CD

NOTICE OF APPEAL

012-01-12

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 <u>Sharon L. Zartman</u>	MAG. DIST. NO. <u>46-3-01</u>	NAME OF D.J. <u>Patricia K N Ford</u>
ADDRESS OF APPELLANT <u>1207 E Main St.</u>	CITY <u>Roxannville</u>	STATE <u>Pa.</u>
DATE OF JUDGMENT <u>6/21/07</u>	IN THE CASE OF (Plaintiff) <u>Chapman Village</u>	(Defendant) <u>Sharon Zartman</u>
DOCKET No.	vs <u>Sharon L. Zartman</u>	
_____ <small>Signature of Prothonotary or Deputy</small>		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.

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 Chapman Village appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 2007-1122-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Sharon L. Zartman

Signature of appellant or attorney or agent

RULE: To Chapman Village, 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 18, 2007

Weller

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**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA

Telephone: **(814) 371-5321**

15801

**NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE**

PLAINTIFF:

CHAPMAN VILLAGE
PO BOX 374
DUBOIS, PA 15801

NAME and ADDRESS

DEFENDANT:

ZARTMAN, SHARON
51 CHAPMAN TRAILER CT.
DUBOIS, PA 15801

NAME and ADDRESS

VS.

Docket No.: **LT-0000315-07**
Date Filed: **6/06/07**



SHARON ZARTMAN
51 CHAPMAN TRAILER CT.
DUBOIS, PA 15801

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **CHAPMAN VILLAGE**

Judgment was entered against **ZARTMAN, SHARON** in a

Landlord/Tenant action in the amount of \$ **1,217.85** on **6/21/07** (Date of Judgment)

The amount of rent per month, as established by the Magisterial District Judge, is \$ **125.00**.

The total amount of the Security Deposit is \$ **.00**

Total Amount Established by MDJ Less Security Deposit Applied = Adjudicated Amount

Rent in Arrears	\$ 1,075.00	-\$.00	= \$ 1,075.00
Physical Damages Leasehold Property	\$.00	-\$.00	= \$.00
Damages/Unjust Detention	\$.00	-\$.00	= \$.00

Less Amt Due Defendant from Cross Complaint - \$ **.00**

Interest (if provided by lease) \$ **.00**

L/T Judgment Amount \$ **1,075.00**

Judgment Costs \$ **142.85**

Attorney Fees \$ **.00**

Total Judgment \$ **1,217.85**

Post Judgment Credits \$ **.00**

Post Judgment Costs \$ **.00**

Certified Judgment Total \$ **.00**

Attachment Prohibited/
42 Pa.C.S. § 8127

This case dismissed without prejudice.

Possession granted.

Possession granted if money judgment is not satisfied by time of eviction.

Possession not granted.

Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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

6/21/07 Date *Patrick N. Ford*, 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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
RESIDENTIAL LEASE

PLAINTIFF: **CHAPMAN VILLAGE** NAME and ADDRESS

PO BOX 374
DUBOIS, PA 15801

FILED

JUL 23 2007

DEFENDANT:

ZARTMAN, SHARON NAME and ADDRESS
51 CHAPMAN TRAILER CT.
DUBOIS, PA 15801

VS.

William A. Shaw
Prothonotary/Clerk of Courts

Docket No.: **LT-0000315-07**
Date Filed: **6/06/07**



2007-1122-CV

THIS IS TO NOTIFY YOU THAT:

Judgment:

Judgment was entered for: (Name) **CHAPMAN VILLAGE**

Judgment was entered against **ZARTMAN, SHARON** in a

Landlord/Tenant action in the amount of \$ **1,217.85** on **6/21/07** (Date of Judgment)
The amount of rent per month, as established by the Magisterial District Judge, is \$ **125.00**.

The total amount of the Security Deposit is \$ **.00**

	Total Amount Established by MDJ	Less Security Deposit Applied	=	Adjudicated Amount
Rent in Arrears	\$ 1,075.00	-\$.00	=	\$ 1,075.00
Physical Damages Leasehold Property	\$.00	-\$.00	=	\$.00
Damages/Unjust Detention	\$.00	-\$.00	=	\$.00
Less Amt Due Defendant from Cross Complaint				
Interest (if provided by lease)				\$.00
L/T Judgment Amount				\$.00
Judgment Costs				\$ 1,075.00
Attorney Fees				\$ 142.85
Total Judgment				\$ 1,217.85
Post Judgment Credits				\$.00
Post Judgment Costs				\$.00
Certified Judgment Total				\$.00

Attachment Prohibited/
42 Pa.C.S. § 8127

This case dismissed without prejudice.

Possession granted.

Possession granted if money judgment is not satisfied by time of eviction.

Possession not granted.

Defendants are jointly and severally liable.

IN AN ACTION INVOLVING A RESIDENTIAL LEASE, ANY PARTY HAS THE RIGHT TO APPEAL FROM A JUDGMENT FOR POSSESSION WITHIN TEN DAYS AFTER THE DATE OF ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. THIS APPEAL WILL INCLUDE AN APPEAL OF THE MONEY JUDGMENT, IF ANY. IN ORDER TO OBTAIN A SUPERSEDEAS, THE APPELLANT MUST DEPOSIT WITH THE PROTHONOTARY/CLERK OF COURTS THE LESSER OF THREE MONTHS RENT OR THE RENT ACTUALLY IN ARREARS ON THE DATE THE APPEAL IS FILED.

IF A PARTY WISHES TO APPEAL ONLY THE MONEY PORTION OF A JUDGMENT INVOLVING A RESIDENTIAL LEASE, THE PARTY HAS 30 DAYS AFTER THE DATE OF ENTRY OF JUDGMENT IN WHICH TO FILE A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURTS OF THE COURT OF COMMON PLEAS, CIVIL DIVISION.

THE PARTY FILING AN APPEAL MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THE NOTICE OF APPEAL. EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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

6-21-07

Date

Patrick N. Ford

, 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

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321**

15801

Amount	Date Paid
Filing Costs \$ <u>162.50</u>	<u>6/6/07</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.

**LANDLORD AND
TENANT COMPLAINT**

NAME and ADDRESS

PLAINTIFF:

*Chapman Village
PO Box 374
Dubois, PA 15801*

VS.

DEFENDANT:

*Sharon Zartman
51 Chapman Trailer Ct.
Dubois, PA 15801* / *1207 E. Main St.
Reynoldsville, PA 15851*

Docket No.: **LT-315-07**
Date Filed: **6/6/07**



TO THE DEFENDANT: The above named plaintiff(s) asks judgment together with costs against you for the possession of real property and for:

Lease is Residential Nonresidential.
 Damages for injury to the real property, to wit:

in the amount of: \$ _____

Damages for the unjust detention of the real property in the amount of
- for Trailer removal and Lot clean up - Charges apply 7-1-07 \$ 3500.00

Rent remaining due and unpaid on filing date in the amount of \$ 1100.00

And additional rent remaining due and unpaid on hearing date \$ _____

Attorney fees in the amount of \$ _____

THE PLAINTIFF FURTHER ALLEGES THAT:

Total: \$ _____

1. The location and the address, if any, of the real property is: 51 Chapman Trailer Court, Lot #13
2. The plaintiff is the landlord of that property.
3. He leased or rented the property to you or to _____ under whom you claim.
4. Notice to quit was given in accordance with law, or
 No notice is required under the terms of the lease.
5. The term for which the property was leased or rented is fully ended, or
 A forfeiture has resulted by reason of a breach of the conditions of the lease, to wit: failure to maintain property as presentable. Trailer uninhabitable - no water hookups.
6. Rent reserved and due has, upon demand, remained unsatisfied.

6. You retain the real property and refuse to give up its possession.

I, William Craig 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) relating to known falsification to authorities.

William J. Craig
(Signature of Plaintiff)

(Plaintiff's Attorney)

(Address)

(Phone)

IF YOU HAVE A DEFENSE to this complaint you may present it at the hearing. IF YOU HAVE A CLAIM against the plaintiff arising out of the occupancy of the premises, which is in the magisterial district judge jurisdiction and which you intend to assert at the hearing, YOU MUST FILE it on a complaint form at this office BEFORE THE TIME set for the hearing. IF YOU DO NOT APPEAR AT THE HEARING, a judgment for possession and costs, and for damages and rent if claimed, may nevertheless be entered against you. A judgment against you for possession may result in your EVICTION from the premises.

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 07 2007
012:30 PM
William A. Shaw
Prothonotary/Clerk of Courts
3 CENS to R

COMPLAINT COVER SHEET

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

Chapman Village,

Plaintiffs

Vs.

Sharon Zartman,

Defendant

:

:

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:

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District Justice Appeal

CASE NO. 2007-1122-CD

Type of Pleading

COMPLAINT

:

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:

:

:

Filed on Behalf of:

PLAINTIFFS

:

:

:

:

:

Plaintiffs' address:

PO Box 374

DuBois, PA 15801

814-661-9977

Dated: August 7, 2007

COMPLAINT – NOTICE TO DEFEND

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

Chapman Village,	:
Plaintiffs	:
	:
Vs.	:
	:
Sharon Zartman,	:
Defendant	:

District Justice Appeal
CASE NO. 2007-1122-CD

Type of Pleading
COMPLAINT

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
230 Market Street
Clearfield, PA 16830
814-765-2641, extension 1300

COMPLAINT

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

Chapman Village,	:
Plaintiffs	:
	:
Vs.	:
	:
Sharon Zartman,	:
Defendant	:

District Justice Appeal
CASE NO. 2007-1122-CD

Type of Pleading
COMPLAINT

COMPLAINT

NOW, comes the Plaintiffs, **Myrna and Ronald Ward D/B/A Chapman Village** who hereby avers as follows:

1. Plaintiffs are Myrna Ward and Ronald Ward D/B/A Chapman Village whose address is PO Box 374, DuBois, PA 15801.

2. Defendant is Sharon Zartman, an adult individual, whose last know address is 1207 E. Main St., Reynoldsville, PA 15851.

3. At all times pertinent hereto, Defendant has rented from Plaintiffs Lot #13 at 51 Chapman Trailer Court, DuBois, Clearfield County, PA 15801.

4. Defendant leased the subject premises from Plaintiffs pursuant a continuing oral agreement between the parties.

5. As per the subject lease agreement, the Defendant was obligated to pay rent in the amount of \$125.00 per month.

6. The Defendant admitted to the lower Court that she did, indeed, owe the past due rent on the subject premises.

7. The Defendant breached the subject lease agreement as follows:

- a. She failed to pay monthly rent due for the year 2005;
- b. She failed to pay the monthly rent due from January 2006 through present; and
- c. She failed to properly maintain the subject premises thus posing a health hazard to other tenants.

8. As a direct result of Defendant's breach, Plaintiffs incurred or will incur the following losses:

a. 2005 rent due:	\$1,050.00
b. 2006 rent due:	\$ 950.00
c. 2007 rent due:	\$ 325.00
d. Clean up of abandoned trailer, contents, and debris in excess of:	<u>\$6,000.00</u>
Total	\$8325.00

9. In the alternative, Defendant has been unjustly enriched in excess of \$8325.00, in that she has received the value of the rental and cleaning services from Plaintiffs but has wholly failed to remunerate Plaintiffs for same.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$8325.00, plus interest, court costs and such other reasonable costs as the court may allow.

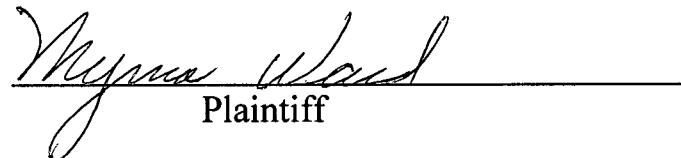


Plaintiffs

VERIFICATION

I verify that the statements made in the Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

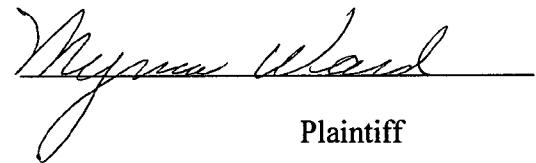


Plaintiff

Certificate of Service

I hereby certify that I served a true and correct copy of the foregoing Complaint to the Defendant by first class mail and certified mail return receipt requested on the seventh (7th) day of August, 2007 at the following address:

Sharon L. Zartman
1207 East Main Street
Reynoldsville, PA 15851



A handwritten signature in black ink, appearing to read "Sharon L. Zartman", is written over a horizontal line.

Plaintiff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

AUG 31 2007

01/11/07

William A. Shaw
Prothonotary/Clerk of Courts

2 CIVIL TO DEPT.

No. 2007-1122-CD

(GK)

Type of Case: Civil

Type of Pleading: Answer

Filed on Behalf of:

Defendant

(Plaintiff/Defendant)

vs.

Sharon Zartman

(Defendant)

1207 E Main St.

(Street Address)

Reynoldsburg Pa. 15851

(City, State) ZIP)

Sharon S. Zartman

(Filed by)

1207 E Main St.

(Address)

(814) 590-9963

(Phone)

Sharon S. Zartman

(Signature)

Answer to Civil Action
(4 pages)

No 2007-1122.CD

(Filed under separate cover)

Sharon L. Hartman
defendant

Chapman's Village
plaintiff

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 U.S.C. Section 4904 relating to Unsworn Falsification to Authorities.

Answers

1. Para 1 - Words, address?
2. Para 2 - ^{Agreed} Mailing address only - Lived 3 places since then
3. Para 3 - Admitted renting 17-18 years
4. Para 4 - ^{Denies} Last rent - not original rent & there was a ^{written lease}
5. Para 5 - denied. Original rent was cheaper
6. Para 6 - Denied emphatically.
7. Para 7 - a. ^{Denied} Explanation under Answer
b. Denied
8. Para 8 - ^{Agreed} This is not "Appeal". This is a new case w/ new demands & allegations.
9. Para 9 - Denied. Denied. Denied.

Sharon L. Hartman
26 Aug 07

New Matter

The Wards have added request for additional money for rent & clean up costs that were not included in the original judgement.

Since this is an "Appeal" I do not believe we need to try this case in your court.

Also to this date I ^{still} have "nothing in writing from the Wards stating exactly what months they are seeking rent for" I need this data to show you my rent receipts, my out-of-pocket expenses for my ten, the tree cutting on my property & possibly the police report had to file, plus other items regarding this case.

If you assure me I can get this info I will drive 20+ miles to Clearfield & file a Certificate of Readiness. At present I feel my rights are being violated by not supplying me with written data initial to my appeal.

I have not copied the answers I supplied you as in my haste to meet the deadline I inadvertently forgot to go to the copier. There are hand-corrected types I am sending. I would reimburse you if you would ~~copy~~ it & mail it back, but then how do I get it certified as a "true copy?"

Sorry - I'm no Lawyer. I'm trying my best.
(Page 2 attached) Answer Sharan B. Hartman

Answers (continuation - vital facts)

Page 3 of 4

Court Administer:

My response to the Notice to Defend statements made by Ron and Myrna Ward via Court of Common Pleas, Clearfield County, Pa. District Justice Appeal Case No. 2007-1122-CD

To amend info by the Wards in complaint....I do not live at 1207 E. Main St. Reynoldsville. That house if condemned. It is only a mailing address.

Item 6. I did not state in any way shape or form that I owe the Wards one cent of back rent. They do owe me however. The fact I faithfully paid rent, stopped the rent, then resumed the rent should speak for itself. Then there is the matter I went twenty miles over the hill to pay \$85 to appeal the judgment. Does that even remotely sound like I owe them.

Item 7. The Wards have stated three different amounts they claim I owe them. As much like the case with other tenants, they seem to have a sorely inadequate way of keeping their books straight. They sued friends of mine for money it turned they didn't owe, and my complaint came without dates attached. They seemed to think showing me the arrears they claimed I owed the date of the hearing would suffice. It did not. How was I suppose to bring 18 years of records to court...that's how long I've rented Lot 13 at Chapman. Here we go again....no dates. They are just doing this to create stress. I have cancelled checks....what months are we NOW CLAIMING I OWE? Doesn't the original lower court amount cited still stick?

Item 7c. I didn't live at Chapmans for 7 to 8 years . I'm not living there, ergo I'm not creating trash. I constantly complained that my trash wasn't being picked up. They are now trying to create a new case in courts that hasn't been heard in the magistrate's level hearing. Ergo

Item 8. Clean up of an "abandoned" trailer? They evicted me...what abandoned. I was thrown off the property by Mr. Craig (the supposed owner that told everyone at Chapman he'd become the new owner) I couldn't be on the property more than once. I was threatened by Mr. Craig on at least a half dozen occasions (he was going to call the police on me, he wanted to burn my car down with his 5-gallon gas can full of gas, and I sincerely believe stalked me in a highly illegal fashion. He threatened to have my electric turned off (I'm on life support and there was no way to rid out the trailer in the dark. He turned off my water so I couldn't even wash my hands. He kept harrassing me and counselling me "what was going to happen" and how he was going to expect me to do what I had to do by his list of priorities. Mr. Craig effectively stoped me from cleaning out my trailer to the point I lost every major appliance and at least 50% of the property, and now his mother and father-in-law want \$6,000 to do so?

I have paid the Ward's faithfully for 18 years and I stopped paying when 3-story apple tree landed on the roof of my trailer for no reason. In real estate law....it was their tree. It did terrible damage to my trailer. I have photos. For over a year I continued to pay the lot rent and the tree wasn't removed. I had to pay someone to remove the tree (I think you call that mitigating circumstances). Then I found out my outdoor electrical box has been totally emptied. Ron Ward said it was my responsibility to restore his box. (why not I had to put black pipe in the ground to get gas to my trailer (also a real estate law...the stuff in the ground is "their" responsibility.) When the water main broke (in the ground) he didn't fix that either. After having no water for over a month I guess he got the water bill (my rent is to include the water). He finally fixed it after I had to bail water out of the yard to flush my toilet and shower at the neighbors for a month. The contents of my shed were ruined. I withheld rent I figured my goods were reimbursed and I was Very Generous.

In 18 years I withheld rent 3 times....each due to property damage caused or the responsibility of the Wards. I've been cheated by Theft of Services over and over. This last insult was especially vindictive because I would have risked my life to go into the trailer with the huge tree bearing down on it and the Wards were aware I was trying to clean it out and get rid of it.

Myrna agreed to the following: I was to remove the tree. I didn't know the electric was inoperable and was still paying the electric bill, so that did not enter into our agreement. When I got my things out at the end of summer2005, the trailer would become the property of the Wards and I would not have to sue to damage to the trailer. I paid to have the tree severed...then I had to have the electrical box fixed and I did make a police report on the vandalism

Ron Ward showed up and told the officer who took the report he would supply the parts to rebuild the box. Call after call netted me nothing. I hired someone else to fix the box. By that time winter was on us. I resumed paying the Wards rent.

Sharon L. Jackson
26 Aug 07

In 2006 my father was dying and I was getting his house rid out so my sisters could sell it and pay his medical bills. May 2006 Bill Craig told every resident of Chapman he was the new owner. I told him I was ready to do what needed done, but I had at least 2 - 3 weeks to finish dad's house. I got an eviction notice...30 day it said.

Then the real fun began. The constant harrasment, the lies told at the Brady Township meeting, Mr. Bill's daily jabs and insults and time-consuming bits of advise. He had the neighbors call him as soon as I'd get on the property so he could get down there and harrasment....a couple of the other neighbors noticed it also. In short, everything imagineable was done to make my life hell at Chapman's and as sorry as I was to abandon the project and it was a fact that I could not continue and the Wards and Bill Craig did not want me to.

The fact is....they are entitled to Nothing....this childish behavior has resulted in both Mr. Craig and the Wards perjuring themselves and now I have evidence in writing of further misrepresentations so I am wondering exactly how I go about making criminal charges about all the nonsense that has gone on.

The Wards seemed determined to push this nonsense as far as they can. I would not hesitate to file bankruptcy to stop their tyranny, and the years that they deprived me of the things supposedly covered by my rent check should have more than sufficed....but the greed that has been used against Chapman's residents does not stop...they see me as some kind of cash cow.

Well, surprise...you got most of my property when you got the contents of the trailer. Every appliance worked except the washer. They got a refrigerator, trailer furnace, nearly new electrical boxes (2) an enamel fireplace, a radiant stove top, an oil space heater, a kerosene heater, a microwave, a portable oven, on and on it goes. Even the selvage of the frame of the trailer brings in enough money to allow some people to tear down other people's trailers for the reimbursement of the metal alone...so the Wards profited nicely by what I could not take or contract with others to remove.

The rent for the trailer during the time the tree was on the roof meant I had to go rent a bin to store what would have gone inside the trailer. Then I couldn't retrieve things in the trailer I wanted. In other words...the trailer was useless to me during the final frustrating time I stopped rent. How about I file for the whole year I paid rent and had nothing to show for it?

The whole thing is a scam...sorry that's the only word for it. They are scamming other ex-residents and current residents. In my opinion they should be headed to jail for all the unethical, illegal crap they have been pulling.

Sorry this is so long and so heated, but there just isn't a lot of good to say about all this. I would like to go to court and show you some photos, and have the right questions asked of the Wards. Why the scam pretending Bill Craig was the new owner. Why all the lies. The paper trail exposing some of their behavior is available for anyone to examine.

I welcome the opportunity to have you hear my side of this case. Mr. Craig likes to overtalk people and doesn't seem to know the truth when he hears it. How about Myrna Ward and I take lie detector tests to confirm whose story regarding the tree on the trailer is true. I'm ready. In fact I would welcome the opportunity to be questioned about any of the above on a lie detector if the three people making statements against me and conjuring one story after another up to discredit and demean me were questioned also.

Again, I apologize for the length....but I thought the facts are important.

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

MYRNA WARD and RONALD
WARD d/b/a CHAPMAN
VILLAGE,
Plaintiffs,
v.
SHARON ZARTMAN,
Defendant.

) NO. 2007-1122-CD
)
)
Type of Pleading:
PRELIMINARY OBJECTIONS
)
Filed on Behalf of: PLAINTIFFS
)
Counsel of Record:
BENJAMIN S. BLAKLEY, III
)
)
Supreme Court No. 26331
)
)
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, PA 15801
(814) 371-2730

FILED ^{1CC}
m/10/07 Atty Blakley
NOV 15 2007
GR

William A. Shaw
Prothonotary/Clerk of Courts

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

MYRNA WARD and RONALD)
WARD d/b/a CHAPMAN)
VILLAGE,)
Plaintiffs,) NO. 2007-1122-CD
v.)
SHARON ZARTMAN,)
Defendant.

PRELIMINARY OBJECTIONS

AND NOW come Plaintiffs, **MYRNA WARD and RONALD WARD d/b/a CHAPMAN VILLAGE**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and preliminarily objects to Defendant's Answer and New Matter, upon which the following is a statement:

Preliminary Objection for failure of Pleading to Conform to Law

1. Plaintiffs brought the within action against the Defendant for rental payments due and cleanup costs as the result of Defendant's rental of a mobile home space at the Plaintiff's place of business.
2. Plaintiffs filed a Complaint against the Defendant to the above-captioned term and number, a copy of which is attached hereto and made a part hereof and marked Exhibit A.

3. Defendant purported to file an Answer and New Matter to Plaintiff's Complaint by document filed with the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, on August 31, 2007, a copy of which is attached hereto and made a part hereof and marked Exhibit B.

4. The Defendant purports to include New Matter in her Answer; however, the pleading fails to conform with the mandates of Pennsylvania Rule of Civil Procedure 1022, as the New Matter presented is not divided into paragraphs, but rather consists of a rambling diatribe.

5. Further, the New Matter presents no affirmative defenses as required by Pennsylvania Rule of Civil Procedure 1030.

WHEREFORE, Plaintiffs request that this Honorable Court strike Defendant's New Matter as failing to conform to law or to Rule of Court.

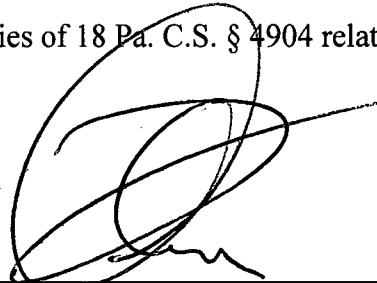
Respectfully submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiffs in this action and verify that the statements made in the foregoing Preliminary Objections are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



BENJAMIN S. BLAKLEY, III

Dated: 11/14/07

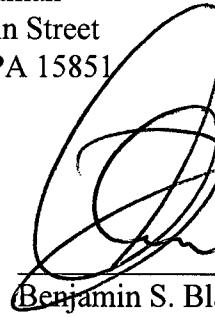
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MYRNA WARD and RONALD) NO. 2007-1122-CD
WARD d/b/a CHAPMAN)
VILLAGE,)
)
Plaintiff,)
)
v.)
)
SHARON ZARTMAN,)
)
Defendants.

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Preliminary Objections in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 14th day of November, 2007:

Sharon Zartman
1207 East Main Street
Reynoldsville PA 15851



Benjamin S. Blakley, III

COMPLAINT COVER SHEET

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

**Chapman Village,
Plaintiffs**

Vs.

**Sharon Zartman,
Defendant**

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District Justice Appeal

CASE NO. 2007-1122-CD

Type of Pleading

COMPLAINT

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Filed on Behalf of:

PLAINTIFFS

:

:

:

:

:

Plaintiffs' address:

PO Box 374

DuBois, PA 15801

814-661-9977

Dated: August 7, 2007

EXHIBIT

A

COMPLAINT – NOTICE TO DEFEND

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

**Chapman Village,
Plaintiffs**

Vs.

**Sharon Zartman,
Defendant**

:

:

:

District Justice Appeal

CASE NO. 2007-1122-CD

:

Type of Pleading

COMPLAINT

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
230 Market Street
Clearfield, PA 16830
814-765-2641, extension 1300

COMPLAINT

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

**Chapman Village,
Plaintiffs**

Vs.

**Sharon Zartman,
Defendant**

:

:

:

**District Justice Appeal
CASE NO. 2007-1122-CD**

**Type of Pleading
COMPLAINT**

COMPLAINT

NOW, comes the Plaintiffs, Myrna and Ronald Ward D/B/A Chapman Village who hereby avers as follows:

1. Plaintiffs are Myrna Ward and Ronald Ward D/B/A Chapman Village whose address is PO Box 374, DuBois, PA 15801.
2. Defendant is Sharon Zartman, an adult individual, whose last know address is 1207 E. Main St., Reynoldsville, PA 15851.
3. At all times pertinent hereto, Defendant has rented from Plaintiffs Lot #13 at 51 Chapman Trailer Court, DuBois, Clearfield County, PA 15801.
4. Defendant leased the subject premises from Plaintiffs pursuant a continuing oral agreement between the parties.
5. As per the subject lease agreement, the Defendant was obligated to pay rent in the amount of \$125.00 per month.
6. The Defendant admitted to the lower Court that she did, indeed, owe the past due rent on the subject premises.
7. The Defendant breached the subject lease agreement as follows:

- a. She failed to pay monthly rent due for the year 2005;
- b. She failed to pay the monthly rent due from January 2006 through present; and
- c. She failed to properly maintain the subject premises thus posing a health hazard to other tenants.

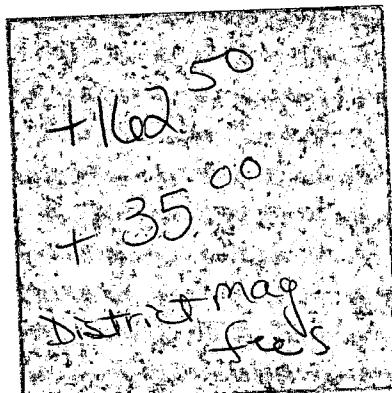
8. As a direct result of Defendant's breach, Plaintiffs incurred or will incur the following losses:

a. 2005 rent due:	\$1,050.00
b. 2006 rent due:	\$ 950.00
c. 2007 rent due:	\$ 325.00
d. Clean up of abandoned trailer, contents, and debris in excess of:	<u>\$6,000.00</u>
Total	\$8325.00

9. In the alternative, Defendant has been unjustly enriched in excess of \$8325.00, in that she has received the value of the rental and cleaning services from Plaintiffs but has wholly failed to remunerate Plaintiffs for same.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$8325.00, plus interest, court costs and such other reasonable costs as the court may allow.

Plaintiffs



VERIFICATION

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I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

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Certificate of Service

I hereby certify that I served a true and correct copy of the foregoing Complaint to the Defendant by first class mail and certified mail return receipt requested on the seventh (7th) day of August, 2007 at the following address:

Sharon L. Zartman
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Reynoldsville, PA 15851

Plaintiff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA**FILED**

AUG 31 2007

01/11/07
William A. Shaw
Prothonotary/Clerk of Courts

2 Cents to Dept.

(6K)

CIVIL ACTION

No. 2007-1122-CD

Type of Case: Civil

Type of Pleading: Answer

Filed on Behalf of:

Defendant

(Plaintiff/Defendant)

vs.

Sharon Zartman

(Defendant)

1207 E Main St.

(Street Address)

Reynoldsburg, Pa. 15851

(City, State) ZIP

Sharon Zartman

(Filed by)

1207 E Main St.

(Address)

(814) 590-9963

(Phone)

Sharon Zartman

(Signature)

EXHIBIT

tabbed

B

Cover Sheet
Page 1 of 4

Answer to Civil Action
(4 pages) No 2007-1122-CD
(Filed under separate cover)

Sharon L. Zartman
defendant

Chapman's Village
plaintiff

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 U.S.C. Section 4904 relating to Unsworn Substitution to Authorities.

Answer

1. Para 1 - Mlands address?
2. Para 2 - ^{Denied} Mailing address only - Lived 3 places since then
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c. Denied. I didn't even live there
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Page 1 Answer

Sharon L. Zartman
26 Aug 07

Page 2 of 4

New Matter

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Gerry - I am no Lawyer. I'm trying my best
(Page 2 attached) Answer: Sharon S. Graham

Answers (continuation- vital facts)

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In 18 years I withheld rent 3 times....each due to property damage caused or the responsibility of the Wards. I've been cheated by Theft of Services over and over. This last insult was especially vindictive because I would have risked my life to go into the trailer with the huge tree bearing down on it and the Wards were aware I was trying to clean it out and get rid of it.

Myrna agreed to the following: I was to remove the tree. I didn't know the electric was inoperable and was still paying the electric bill, so that did not enter into our agreement. When I got my things out at the end of summer2005, the trailer would become the property of the Wards and I would not have to sue to damage to the trailer. I paid to have the tree severed...then I had to have the electrical box fixed and I did make a police report on the vandalism

Ron Ward showed up and told the officer who took the report he would supply the parts to rebuild the box. Call after call netted me nothing. I hired someone else to fix the box. By that time winter was on us. I resumed paying the Wards rent.

Sharon J. Johnson
26 Aug 08 7

Page 3 - Answers

In 2006 my father was dying and I was getting his house rid out so my sisters could sell it and pay his medical bills. May 2006 Bill Craig told every resident of Chapman he was the new owner. I told him I was ready to do what needed done, but I had at least 2 - 3 weeks to finish dad's house. I got an eviction notice...30 day it said.

Then the real fun began. The constant harrasment, the lies told at the Brady Township meeting, Mr. Bill's daily jabs and insults and time-consuming bits of advise. He had the neighbors call him as soon as I'd get on the property so he could get down there and harrasment....a couple of the other neighbors noticed it also. In short, everything imagineable was done to make my life hell at Chapman's and as sorry as I was to abandon the project and it was a fact that I could not continue and the Wards and Bill Craig did not want me to.

The fact is....they are entitled to Nothing....this childish behavior has resulted in both Mr. Craig and the Wards perjuring themselves and now I have evidence in writing of further misrepresentations so I am wondering exactly how I go about making criminal charges about all the nonsense that has gone on.

The Wards seemed determined to push this nonsense as far as they can. I would not hesitate to file bankruptcy to stop their tyranny, and the years that they deprived me of the things supposedly covered by my rent check should have more than sufficed....but the greed that has been used against Chapman's residents does not stop...they see me as some kind of cash cow.

Well, surprise...you got most of my property when you got the contents of the trailer. Every appliance worked except the washer. They got a refrigerator, trailer furnace, nearly new electrical boxes (2) an enamel fireplace, a radiant stove top, an oil space heater, a kerosene heater, a microwave, a portable oven, on and on it goes. Even the selvage of the frame of the trailer brings in enough money to allow some people to tear down other people's trailers for the reimbursement of the metal alone...so the Wards profited nicely by what I could not take or contract with others to remove.

The rent for the trailer during the time the tree was on the roof meant I had to go rent a bin to store what would have gone inside the trailer. Then I couldn't retrieve things in the trailer I wanted. In other words...the trailer was useless to me during the final frustrating time I stopped rent. How about I file for the whole year I paid rent and had nothing to show for it?

The whole thing is a scam...sorry that's the only word for it. They are scamming other ex-residents and current residents. In my opinion they should be headed to jail for all the unethical, illegal crap they have been pulling.

Sorry this is so long and so heated, but there just isn't a lot of good to say about all this. I would like to go to court and show you some photos, and have the right questions asked of the Wards. Why the scam pretending Bill Craig was the new owner. Why all the lies. The paper trail exposing some of their behavior is available for anyone to examine.

I welcome the opportunity to have you hear my side of this case. Mr. Craig likes to overtalk people and doesn't seem to know the truth when he hears it. How about Myrna Ward and I take lie detector tests to confirm whose story regarding the tree on the trailer is true. I'm ready. In fact I would welcome the opportunity to be questioned about any of the above on a lie detector if the three people making statements against me and conjuring one story after another up to discredit and demean me were questioned also.

Again, I apologize for the length....but I thought the facts are important.

Truman L. Zelman
26 Aug 07

Page 4- Answer

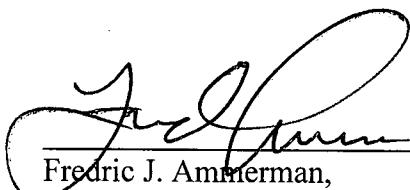
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD :
d/b/a CHAPMAN VILLAGE :
vs. : No. 07-1122-CD
SHARON ZARTMAN :
:

ORDER

AND NOW this 20 day of November, 2007, upon consideration of Plaintiff's Preliminary Objections in the above matter, it is the Order of the Court that argument shall and is hereby scheduled for the 19th day of December, 2007 at 1:30 P.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


Fredric J. Ammerman,
President Judge

FILED *2cc Atty Blakley*
01/4/00034 *cc Def.*
NOV 20 2007 *1207 E. Main St.*
William A. Shaw *Reynoldsburg, PA*
Prothonotary/Clerk of Courts *15851*
(6K)

FILED

NOV 20 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/20/07

✓

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Attorney

Plaintiff(s) Other

Defendant(s) Attorney

Defendant(s) Other

Special Instructions:

FILED

DEC 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

sent to Ann Bunker

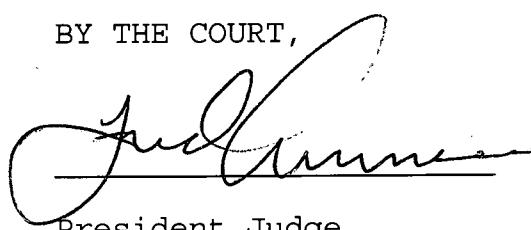
DEPT. *(GR)*

MYRNA WARD AND RONALD WARD, :
d/b/a CHAPMAN VILLAGE :
VS. : NO. 07-1122-CD
SHARON ZARTMAN :

O R D E R

AND NOW, this 19th day of December, 2007, in
consideration of Plaintiffs' Preliminary Objections to
Defendant's New Matter, it is the ORDER of this Court that said
Preliminary Objections be and are hereby granted to the extent
that the Defendant shall have no more than twenty (20) days to
file an additional New Matter which will conform in substance
with the requirements of the Rules of Civil Procedure.

BY THE COURT,



President Judge

FILED
DEC 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12-21-07

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

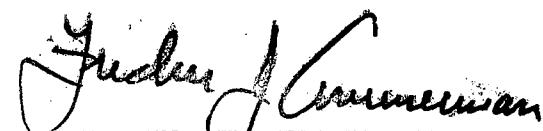
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CHAPMAN VILLAGE, MYRNA WARD *
and RONALD WARD, *
Plaintiffs *
vs. * NO. 07-1122-CD
SHARAN L. ZARTMAN, *
Defendant *

ORDER

NOW, this 16th day of January, 2008, the Court being in receipt of the Defendant's *pro se* request (attached) for an extension in which to file an additional New Matter pursuant to this Court's Order of December 19, 2007; it is the ORDER of this Court that said request be and is hereby granted and Defendant's New Matter be filed by no later than February 1, 2008. The Court notes that there is no additional charge by the Office of the Prothonotary to file this document.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01/16/08
JAN 16 2008

1CC Def.-
1207 E. Main St.
Reynoldsville, PA
15851

William A. Shaw
Prothonotary/Clerk of Courts

15851

2CC Atty Blakley
(6K)

FILED

Prothonotary/Clerk of Courts
William A. Shea

JAN 16 2008

DATE: 1/16/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney

Special Instructions:

10 Jan 08

Judge Ammerman

I hate to bother you but I was in your courtroom for a hearing on reworking my paper for the Plaintiff.

from Chapman's Traders Court. You granted me a 7-day extension of time due to my request that the holidays would be inconvenient. You & the Wards Lawyer told me this was granted with no objection.

When I received the form from the prothonotary's office, it cited my 21-day time period as a drop-dead for my submission of the revised. I was told I would have to pay to have the transcript typed out to prove my extension was granted.

I can't afford that expense. Could you be so good as to inform John Shaw of the changed date & ask him to kindly inform me that my revised submission date is changed?

I hate to bother you, but I see little chance.
Thank you

Sharon L. Joostman

S. J. Zettman
1207 E Main St
Reynoldsburg, Ohio 15851

JOHNSONTOWN PA 159

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Judge Commerman
5/6 Springfield Court House
Springfield Rec. 16830

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APPENDIX 'C'

Court of Common Pleas
Clearfield County, Pennsylvania

vs

Sharan Zartman
Defendant/Appellant

District Judge Appeal

Case No. 07-1122-CD

NEW MATTER

07-1122-CD
FILED NO
m 19:46 BPA
JAN 22 2008
OK

William A. Shaw
Prothonotary/Clerk of Courts

The averments of paragraphs 1 thru 8 are hereby to be considered Replacement Pages to my previous submission statement as though fully set forth herein.

1. This case is about premeditated fraud.
2. Ron and Myrna Ward, together with their son-in-law Bill Craig have (as of May 2007) engineered a scheme to scam the residents (including me) of Chapman Trailer Park out of money, their homes and property and undue money for restoration and repair.
3. They have used terrorism, harrasment, stalking, slander, perjury and doctored evidence and photographs in their concocted schemes. They have indulged in totally illegal acts and mindless justification to obtain undue enrichments. I believe I have sufficient evidence that the the Wards are candidates for not only civil regress but criminal charges.
4. I am confident when you examine my materials, hear my testimony and examine the facts you will realize the Wards have deliberately perpetrated a scheme to steal not only from myself , but also past residents of Chapman's Trailer Park, Clearfield County, Brady Township, the Commonwealth of Pa. and last but not lease obviously the Federal Government (namely the IRS.)
5. I am, therefore now suing Ron and Myrna for \$15,000 for my property loss and an additional \$15,000 for pain, suffering and medical problems that have become the result of their malice and torment. It is my hope that I will be able to clearly show the scam they have used to defraud many people and that the court will award me punitive damages in the amount of treble damages to allow this suit to be awarded in the amount of \$90,000.
6. I fully intend to demonstrate that the Wards' manner of doing business for a substantial part of their life has been unethical and illegal and I have determined to round up a bunch of the "got a bad deal" folks and go after the Wards in a Class Action Suit.
7. Since the Wards and Bill Craig have repeatedly committed perjury and slander, I plan to seek criminal charges for them at a later date and quite frankly with the data I have amassed and the witnesses available in this matter, I see them losing interest in the landlord business altogether. While it is not my express purpose to see anyone go to jail, it would seem justified to a great extent to reward people who have preyed in the low-income residents of Chapman's Trailer Park the unconsciousable way he Wards have behaved. .
8. To date the Wards have received only a pittance via the courts to reward their illegal scheme. I would very much like to make it a "slam dunk." WHEREFORE, I respectfully request the following relief be granted me: The cash sum of \$90,000. (treble damages due to fraud)..

Sharan Zartman
Defendant/Appellant

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,)
v.) NO. 2007-1122-CD
SHARON ZARTMAN,)
Defendant.)

RULE TO SHOW CAUSE

AND NOW, this 11 day of March, 2008, upon consideration of the foregoing Motion to Quash Defendant's New Matter and for Entry of Judgment by Default, it is the ORDER of this Court that a Rule be issued upon the Defendant, **SHARON ZARTMAN, a/k/a SHARAN ZARTMAN**, to show cause why the prayer in said Motion should not be granted.

RULE RETURNABLE and Hearing thereon to be held the 10th day of April, 2008, at 3:00 o'clock P M. in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FILED 3CC
04/00/08 Atty Blakley
MAR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/11/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

FILED

MAR 10 2008

18:30 AM

William A. Shaw

Prothonotary/Clerk of Courts

1 CEN T TO APR

CA

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

MYRNA WARD and RONALD WARD
d/b/a CHAPMAN VILLAGE,

Plaintiffs,

v.

SHARON ZARTMAN,

Defendant.

-) NO. 2007-1122-CD
-)
-) Type of Pleading: MOTION TO QUASH
-) DEFENDANT'S NEW MATTER AND
-) FOR ENTRY OF JUDGMENT BY
-) DEFAULT
-)
-) Filed on Behalf of: PLAINTIFFS
-)
-) Counsel of Record:
-) BENJAMIN S. BLAKLEY, III
-)
-) Supreme Court No. 26331
-)
-) BLAKLEY & JONES
-) 90 Beaver Drive, Box 6
-) DuBois, PA 15801
-) (814) 371-2730

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)) NO. 2007-1122-CD
v.)
)
SHARON ZARTMAN,)
)
Defendant.)

ORDER OF COURT

AND NOW, this _____ day of _____, 2008, upon consideration of Plaintiffs' Motion to Quash Defendant's New Matter and for Entry of Judgment by Default, it is hereby ORDERED AND DECREED that judgment be entered in favor of Plaintiffs and against Defendants and that Plaintiffs are awarded

BY THE COURT:

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
 Plaintiffs,)
) NO. 2007-1122-CD
 v.)
)
 SHARON ZARTMAN,)
)
 Defendant.)

MOTION TO QUASH DEFENDANT'S NEW AND
FOR ENTRY OF JUDGMENT BY DEFAULT

AND NOW come Plaintiffs, **MYRNA WARD and RONALD WARD, d/b/a CHAPMAN VILLAGE**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and petitions this Honorable Court to quash the alleged New Matter filed by Defendant, Sharon Zartman, a/k/a Sharan Zartman and to enter judgment by default in favor of the Plaintiffs, and in support thereof the following is averred.

1. Plaintiffs brought the within action against the Defendant for rental payments due and cleanup costs as the result of Defendant's rental of a mobile home space at the Plaintiffs' place of business.
2. Plaintiffs filed a Complaint against the Defendant to the above-captioned term and number, a copy of which is attached hereto and made a part hereof and marked Exhibit A.

3. Defendant purported to file an Answer and New Matter to Plaintiffs' Complaint by document filed with the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, on August 31, 2007, a copy of which is attached hereto and made a part hereof and marked Exhibit B.

4. The Plaintiffs filed Preliminary Objections to the aforesaid Answer and New Matter, said Preliminary Objections being granted by Order of this Court dated December 19, 2007, with this Honorable Court granting the Defendant permission to file an additional new matter, the same to conform in substance with requirements of the Rules of Civil Procedure, a copy of said Order of December 19, 2007, is attached hereto and made a part hereof and marked Exhibit "C".

5. That by document filed January 22, 2008, the Defendant did file alleged new matter, the same failing to conform with the requirements of Pennsylvania Rules of Civil Procedure Rule 1030, as the same fails to raise any affirmative defenses to the Plaintiff's Complaint with specificity, but instead again consists of scandalous and impertinent matter, the same being irrelevant to the allegations contained within Plaintiffs' Complaint and again consists of a rambling diatribe.

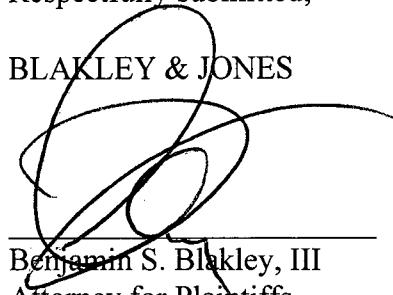
6. The new matter as set forth by the Defendant fails to conform with the requirements of this Honorable Court's Order of December 19, 2007, and as such must be considered by this Honorable Court to be a nullity, therefore allowing this Court to find that the Plaintiffs are entitled to a judgment by default against the Defendant in the amount claimed in Plaintiffs' Complaint in the amount of \$8,325.00, plus interests and costs of suit.

WHEREFORE, Plaintiffs request that this Honorable Court grant their Motion, quash the Defendant's alleged new matter filed in the above-captioned matter and award judgment in favor of the Plaintiffs and against Defendant in the amount of \$8,325.00, plus interests from January 1, 2005, and costs of suit.

Respectfully submitted,

BLAKLEY & JONES

By:

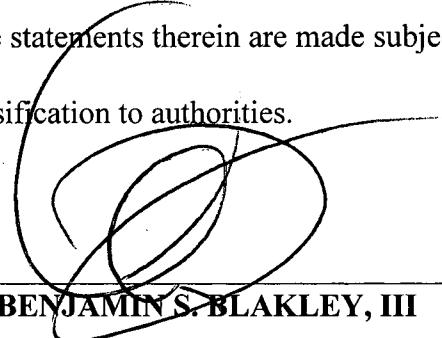


Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiffs in this action and verify that the statements made in the foregoing Motion to Quash Defendant's New Matter and for Entry of Judgment by Default are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 3/6/08


BENJAMIN S. BLAKLEY, III

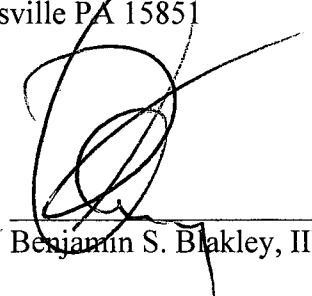
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MYRNA WARD and RONALD WARD) NO. 2007-1122-CD
d/b/a CHAPMAN VILLAGE,)
)
 Plaintiff,)
)
 v.)
)
 SHARON ZARTMAN,)
)
 Defendants.)

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Motion to Quash Defendant's New Matter and for Entry of Judgment by Default in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 7th day of March, 2008:

Sharon Zartman
1207 East Main Street
Reynoldsville PA 15851



Benjamin S. Blakley, III

COMPLAINT COVER SHEET

In the Court of Common Pleas, Clearfield County, Pennsylvania

**Myrna Ward and Ronald Ward D/B/A
Chapman Village,
Plaintiffs**

Vs.

**Sharon Zartman,
Defendant**

: District Justice Appeal
CASE NO. 2007-1122-CD

: Type of Pleading
COMPLAINT

: Filed on Behalf of:
PLAINTIFFS

: Plaintiffs' address:
PO Box 374
DuBois, PA 15801
814-661-9977

Dated: August 7, 2007



COMPLAINT – NOTICE TO DEFEND

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

Chapman Village,

Plaintiffs

:

:

:

:

:

:

:

District Justice Appeal

CASE NO. 2007-1122-CD

Sharon Zartman,

Defendant

:

:

Type of Pleading

COMPLAINT

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
230 Market Street
Clearfield, PA 16830
814-765-2641, extension 1300

COMPLAINT

In the Court of Common Pleas, Clearfield County, Pennsylvania

Myrna Ward and Ronald Ward D/B/A

Chapman Village,

Plaintiffs

:

:

:

District Justice Appeal

CASE NO. 2007-1122-CD

:

Type of Pleading

COMPLAINT

Vs.

Sharon Zartman,

Defendant

:

Type of Pleading

COMPLAINT

COMPLAINT

NOW, comes the **Plaintiffs, Myrna and Ronald Ward D/B/A Chapman Village** who hereby avers as follows:

1. Plaintiffs are Myrna Ward and Ronald Ward D/B/A Chapman Village whose address is PO Box 374, DuBois, PA 15801.
2. Defendant is Sharon Zartman, an adult individual, whose last known address is 1207 E. Main St., Reynoldsville, PA 15851.
3. At all times pertinent hereto, Defendant has rented from Plaintiffs Lot #13 at 51 Chapman Trailer Court, DuBois, Clearfield County, PA 15801.
4. Defendant leased the subject premises from Plaintiffs pursuant a continuing oral agreement between the parties.
5. As per the subject lease agreement, the Defendant was obligated to pay rent in the amount of \$125.00 per month.
6. The Defendant admitted to the lower Court that she did, indeed, owe the past due rent on the subject premises.
7. The Defendant breached the subject lease agreement as follows:

- a. She failed to pay monthly rent due for the year 2005;
- b. She failed to pay the monthly rent due from January 2006 through present; and
- c. She failed to properly maintain the subject premises thus posing a health hazard to other tenants.

8. As a direct result of Defendant's breach, Plaintiffs incurred or will incur the following losses:

a. 2005 rent due:	\$1,050.00
b. 2006 rent due:	\$ 950.00
c. 2007 rent due:	\$ 325.00
d. Clean up of abandoned trailer, contents, and debris in excess of:	<u>\$6,000.00</u>
Total	\$8325.00

9. In the alternative, Defendant has been unjustly enriched in excess of \$8325.00, in that she has received the value of the rental and cleaning services from Plaintiffs but has wholly failed to remunerate Plaintiffs for same.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$8325.00, plus interest, court costs and such other reasonable costs as the court may allow.

Plaintiffs

50
+ 162.00
+ 35.00

District mag.
fees

VERIFICATION

I verify that the statements made in the Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

Plaintiff

Certificate of Service

I hereby certify that I served a true and correct copy of the foregoing Complaint to the Defendant by first class mail and certified mail return receipt requested on the seventh (7th) day of August, 2007 at the following address:

Sharon L. Zartman
1207 East Main Street
Reynoldsville, PA 15851

Plaintiff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

AUG 31 2007

09/11/07
William A. Shaw
Prothonotary/Clerk of Courts

2 CIVIL TO DEPT

(6K)

Myrna Ward & Ron Ward
(Plaintiff)

CIVIL ACTION

No. 2007-1122-CD

Type of Case: Civil

Type of Pleading: Answer

VS.

Sharon Zartman
(Defendant)

Filed on Behalf of:

Defendant
(Plaintiff/Defendant)

1207 E Main St.
(Street Address)

Reynoldsburg, Pa. 15851
(City, State ZIP)

Sharon S. Zartman
(Filed by)

1207 E Main St.
(Address)

(814) 590-9963
(Phone)

Sharon S. Zartman
(Signature)



Answer to Civil Action
(4 pages) No 2007-1122-CJ
(Filed under separate cover)

Sharon L. Zartman
defendant

Chapman's Village
plaintiff

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 B.C.S. Section 490.4 Relating to Unsworn Testification To Authorizes.

Answer

1. Para 1 - Words address?
2. Para 2 - ^{Deceased} Mailing address only - lived 3 places since then
3. Para 3 - Admitted renting 17-18 years
4. Para 4 - ^{Denies} Last rent - not original rent ^{written lease} there was a
5. Para 5 - Denied. Original rent was cheaper
6. Para 6 - Denied emphatically.
7. Para 7 - a. ^{Denied} Explanation under Answer
b. Denied
8. Para 8 - ^{Denied} This is not "Appeal". This is a new
case w/ new demands & allegations
9. Para 9 - Denied. Denied. Denied.

New Matter

Ree Wards have added request for adulterated money for rent & clean up costs that were not included in the original judgement.

Since this is an "Appeal" I do not believe we need to try this case in your court.

Also to this date I ^{still} have "nothing in writing from the Wards stating exactly what months they are seeking rent for" I need this date to show you my rent except, my out-of-pocket expenses for my ten, the tree cutting on my property & possibly the police report had to file, plus other items regarding this case.

If you agree once I can get this info I will drive 20+ miles to Clearfield & file a Certificate of Readiness. At present I feel my rights are being violated by not supplying me with written data related to my appeal.

I have not copied the answers I supplied you as in my haste to meet the deadline I inadvertently forgot to go to the copier. There are hand-corrected types I answered but I would reimburse you if you would xerox it & mail it back. But then how do I get it certified as a "true copy?"

Sorry - I'm no lawyer. I'm trying my best.
(Page 2 attached) Answer Sharan S. Hartman

Court Administer:

My response to the Notice to Defend statements made by Ron and Myrna Ward via Court of Common Pleas, Clearfield County, Pa. District Justice Appeal Case No. 2007-1122-CD

To amend info by the Wards in complaint....I do not live at 1207 E. Main St. Reynoldsville. That house if condemned. It is only a mailing address.

Item 6. I did not state in any way shape or form that I owe the Wards one cent of back rent. They do owe me however. The fact I faithfully paid rent, stopped the rent, then resumed the rent should speak for itself. Then there is the matter I went twenty miles over the hill to pay \$85 to appeal the judgment. Does that even remotely sound like I owe them.

Item 7. The Wards have stated three different amounts they claim I owe them. As much like the case with other tenants, they seem to have a sorely inadequate way of keeping their books straight. They sued friends of mine for money it turned they didn't owe, and my complaint came without dates attached. They seemed to think showing me the arrears they claimed I owed the date of the hearing would suffice. It did not. How was I suppose to bring 18 years of records to court...that's how long I've rented Lot 13 at Chapman. Here we go again....no dates. They are just doing this to create stress. I have cancelled checks....what months are we NOW CLAIMING I OWE? Doesn't the original lower court amount cited still stick?

Item 7c. I didn't live at Chapmans for 7 to 8 years . I'm not living there, ergo I'm not creating trash. I constantly complained that my trash wasn't being picked up. They are now trying to create a new case in courts that hasn't been heard in the magistrate's level hearing. Ergo

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Ron Ward showed up and told the officer who took the report he would supply the parts to rebuild the box. Call after call netted me nothing. I hired someone else to fix the box. By that time winter was on us. I resumed paying the Wards rent.

Sharon L. Feltman
26 Aug 08 7

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Page 4- Answer

Baran L. Zatman
26 Aug 04

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

MYRNA WARD AND RONALD WARD, :
d/b/a CHAPMAN VILLAGE :
VS. : NO. 07-1122-CD
SHARON ZARTMAN :
:

O R D E R

AND NOW, this 19th day of December, 2007, in
consideration of Plaintiffs' Preliminary Objections to
Defendant's New Matter, it is the ORDER of this Court that said
Preliminary Objections be and are hereby granted to the extent
that the Defendant shall have no more than twenty (20) days to
file an additional New Matter which will conform in substance
with the requirements of the Rules of Civil Procedure.

BY THE COURT,

/s/ Fredric J. Ammerman

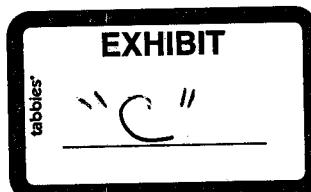
President Judge

I hereby certify this to be true and
attested copy of the original
statement filed in this case.

DEC 21 2007

Attest.

Willie A. Ammerman
Prothonotary/
Clerk of Courts



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

MYRNA WARD and RONALD WARD
d/b/a CHAPMAN VILLAGE,

Plaintiffs,

v.

SHARON ZARTMAN,

Defendant.

-) NO. 2007-1122-CD
-)
-) Type of Pleading: AMENDED MOTION
-) TO QUASH DEFENDANT'S NEW
-) MATTER AND FOR ENTRY OF
-) JUDGMENT BY DEFAULT
-)
-) Filed on Behalf of: PLAINTIFFS
-)
-) Counsel of Record:
-) BENJAMIN S. BLAKLEY, III
-)
-) Supreme Court No. 26331
-)
-) BLAKLEY & JONES
-) 90 Beaver Drive, Box 6
-) DuBois, PA 15801
-) (814) 371-2730

FILED No CC.
04/10/05 cm
APR 11 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,)) NO. 2007-1122-CD
v.)
SHARON ZARTMAN,)
Defendant.)

ORDER OF COURT

AND NOW, this _____ day of _____, 2008, upon consideration of Plaintiffs' Amended Motion to Quash Defendant's New Matter and for Entry of Judgment by Default, it is hereby ORDERED AND DECREED that judgment be entered in favor of Plaintiffs and against Defendant and that Plaintiffs are awarded judgment in favor of the Plaintiffs and against Defendant in the amount of \$8,325.00, plus interest from January 1, 2005, and costs of suit.

BY THE COURT:

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)
) NO. 2007-1122-CD
v.)
)
SHARON ZARTMAN,)
)
Defendant.)

AMENDED MOTION TO QUASH DEFENDANT'S NEW AND
FOR ENTRY OF JUDGMENT BY DEFAULT

AND NOW come Plaintiffs, **MYRNA WARD and RONALD WARD, d/b/a CHAPMAN VILLAGE**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and petition this Honorable Court to quash the alleged New Matter filed by Defendant, Sharon Zartman, a/k/a Sharan Zartman and to enter judgment by default in favor of the Plaintiffs, and in support thereof the following is averred:

1. Plaintiffs brought the within action against the Defendant for rental payments and cleanup costs due as the result of Defendant's rental of a mobile home space at the Plaintiffs' place of business.
2. Plaintiffs filed a Complaint against the Defendant to the above-captioned term and number, a copy of which is attached hereto and made a part hereof and marked Exhibit A.

3. Defendant purported to file an Answer and New Matter to Plaintiffs' Complaint by document filed with the Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, on August 31, 2007, a copy of which is attached hereto and made a part hereof and marked Exhibit B.

4. The Plaintiffs filed Preliminary Objections to the aforesaid Answer and New Matter, said Preliminary Objections being granted by Order of this Court dated December 19, 2007, with this Honorable Court granting the Defendant permission to file an additional new matter, the same to conform in substance with requirements of the Rules of Civil Procedure. A copy of said Order of December 19, 2007, is attached hereto and made a part hereof and marked Exhibit "C".

5. By document filed January 22, 2008, the Defendant did file an alleged new matter, the same failing to conform with the requirements of Pennsylvania Rules of Civil Procedure Rule 1030, as the same fails to raise any affirmative defenses to the Plaintiffs' Complaint with specificity, but instead again consists of scandalous and impertinent matter, the same being irrelevant to the allegations contained within Plaintiffs' Complaint and which again consists of a rambling diatribe. A copy of said alleged new matter is attached hereto and made a part hereof and marked Exhibit D.

6. The new matter as set forth by the Defendant fails to conform with the requirements of this Honorable Court's Order of December 19, 2007, and as such must be considered by this Honorable Court to be a nullity, therefore allowing this Court to find that the

Plaintiffs are entitled to a judgment by default against the Defendant in the amount claimed in Plaintiffs' Complaint in the amount of \$8,325.00, plus interest and costs of suit.

WHEREFORE, Plaintiffs request that this Honorable Court grant their Motion, quash the Defendant's alleged new matter filed in the above-captioned matter and award judgment in favor of the Plaintiffs and against Defendant in the amount of \$8,325.00, plus interest from January 1, 2005, and costs of suit.

Respectfully submitted,

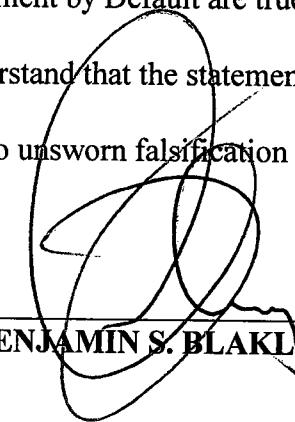
BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiffs in this action and verify that the statements made in the foregoing Amended Motion to Quash Defendant's New Matter and for Entry of Judgment by Default are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: 4/9/08


BENJAMIN S. BLAKLEY, III

COMPLAINT COVER SHEET

In the Court of Common Pleas, Clearfield County, Pennsylvania

**Myrna Ward and Ronald Ward D/B/A
Chapman Village,
Plaintiffs**

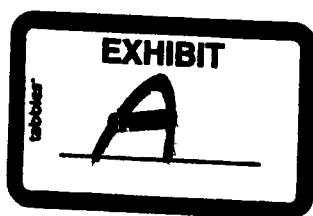
Vs.

**Sharon Zartman,
Defendant**

:
: District Justice Appeal
: CASE NO. 2007-1122-CD
:
: Type of Pleading
: **COMPLAINT**

:
: Filed on Behalf of:
: **PLAINTIFFS**
:
: Plaintiffs' address:
: PO Box 374
: DuBois, PA 15801
: 814-661-9977

Dated: August 7, 2007



COMPLAINT - NOTICE TO DEFEND

In the Court of Common Pleas, Clearfield County, Pennsylvania

**Myrna Ward and Ronald Ward D/B/A
Chapman Village,
Plaintiffs**

:

:

:

:

:

Vs.
**Sharon Zartman,
Defendant**

**District Justice Appeal
CASE NO. 2007-1122-CD**

**Type of Pleading
COMPLAINT**

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

**Court Administrator
Clearfield County Courthouse
230 Market Street
Clearfield, PA 16830
814-765-2641, extension 1300**

COMPLAINT

**In the Court of Common Pleas, Clearfield County,
Pennsylvania**

**Myrna Ward and Ronald Ward D/B/A
Chapman Village,
Plaintiffs**

VS. : District Justice Appeal
: CASE NO. 2007-1122-CD

Sharon Zartman, Defendant	:	
	:	Type of Pleading
	:	COMPLAINT

COMPLAINT

NOW, comes the Plaintiffs, Myrna and Ronald Ward D/B/A Chapman Village who hereby avers as follows:

1. Plaintiffs are Myrna Ward and Ronald Ward D/B/A Chapman Village whose address is PO Box 374, DuBois, PA 15801

2. Defendant is Sharon Zartman, an adult individual, whose last known address is 1207 E. Main St., Reynoldsville, PA 15851.

3. At all times pertinent hereto, Defendant has rented from Plaintiffs Lot #13 at 51 Chapman Trailer Court, DuBois, Clearfield County, PA 15801.

4. Defendant leased the subject premises from Plaintiffs pursuant a continuing oral agreement between the parties.

5. As per the subject lease agreement, the Defendant was obligated to pay rent in the amount of \$125.00 per month.

6. The Defendant admitted to the lower Court that she did, indeed, owe the past due rent on the subject premises.

7. The Defendant breached the subject lease agreement as follows:

- a. She failed to pay monthly rent due for the year 2005;
- b. She failed to pay the monthly rent due from January 2006 through present; and
- c. She failed to properly maintain the subject premises thus posing a health hazard to other tenants.

8. As a direct result of Defendant's breach, Plaintiffs incurred or will incur the following losses:

a. 2005 rent due:	\$1,050.00
b. 2006 rent due:	\$ 950.00
c. 2007 rent due:	\$ 325.00
d. Clean up of abandoned trailer, contents, and debris in excess of:	<u>\$6,000.00</u>
	Total
	\$8325.00

9. In the alternative, Defendant has been unjustly enriched in excess of \$8325.00, in that she has received the value of the rental and cleaning services from Plaintiffs but has wholly failed to remunerate Plaintiffs for same.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$8325.00, plus interest, court costs and such other reasonable costs as the court may allow.

Plaintiffs

+ 162⁵⁰
+ 35.⁰⁰
DISTRICT MAG.
fees

VERIFICATION

I verify that the statements made in the Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

Plaintiff

Certificate of Service

I hereby certify that I served a true and correct copy of the foregoing Complaint to the Defendant by first class mail and certified mail return receipt requested on the seventh (7th) day of August, 2007 at the following address:

Sharon L. Zartman
1207 East Main Street
Reynoldsville, PA 15851

Plaintiff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

Myrna Ward v. Ron Ward
(Plaintiff)

CIVIL ACTION

AUG 31 2007
07/11/07

William A. Shaw
Prothonotary/Clerk of Courts

PO Box 374
(Street Address)

No. 2007-1122-CD

Albion, Pa 15801
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Answer

vs.

Sharon Zartman
(Defendant)

Filed on Behalf of:

Defendant
(Plaintiff/Defendant)

1207 E Main St.
(Street Address)

Reynoldsburg, Pa. 15851
(City, State ZIP)

Sharon Zartman
(Filed by)

1207 E Main St.
(Address)

(814) 590-9963
(Phone)

Sharon Zartman
(Signature)

EXHIBIT

B

(4 pages) Answer to Civil Action

10 2007-1122-CD

(Plaintiff under separate cover)

Sharon L. Zartman
defendant

Chapman's Village
plaintiff

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 P.S. Section 4904 Relating To Unsworn Testification To Authorities.

Answers

1. Para 1 - Words address? Denied
2. Para 2 - Mailing address only - lived 3 places since then Denied
3. Para 3 - Admitted renting 17-18 years Denied
4. Para 4 - Denied ^{written lease} not original rent & there was a
5. Para 5 - Denied Original rent was cheaper
6. Para 6 - Denied emphatically.
7. Para 7 - a. Denied explanation under Answer
b. Denied
8. Para 8 - Denied ^{to} I didn't even live there
This is not "Appeal". This is a new case w/ new demands & allegations
9. Para 9 - Denied. Denied. Denied.

New Matter

Ree Wards have added request for additional money for rent & clean up costs that were not included in the original judgement.

Since this is an "Appeal" I do not believe we need to try this case in your court.

Also to this date I ^{still} have "nothing" in writing from the Wards stating exactly what months they are seeking rent for! I need this date to show you my rent except, my out-of-pocket expenses for my ten, the tree cutting off my property & possibly the police report had to file, plus other items regarding this case.

If you believe me I can get this info I will drive 20+ miles to Clearfield & file a Certificate of Readiness. At present I feel my rights are being violated by not supplying me with written date related to my appeal.

I have not copied the answers I supplied you as in my haste to meet the deadline I inadvertently forgot to go to the copier. There are hand-corrected types I assumed don't want to reimburse you if you would photocopy & mail it back. But then how do I get it certified as a "true copy?"

Sorry - I'm no lawyer. For trying my best
(Page 2 attached) Answer Sharron F. Hartman

44-04-01 10-01 19-01

Answers (continuation- vital facts)

Page 3 of 4

Court Administer:

My response to the Notice to Defend statements made by Ron and Myrna Ward via Court of Common Pleas, Clearfield County, Pa. District Justice Appeal Case No. 2007-1122-CD

To amend info by the Wards in complaint...I do not live at 1207 E. Main St. Reynoldsville. That house is condemned. It is only a mailing address.

Item 6. I did not state in any way shape or form that I owe the Wards one cent of back rent. They do owe me however. The fact I faithfully paid rent, stopped the rent, then resumed the rent should speak for itself. Then there is the matter I went twenty miles over the hill to pay \$85 to appeal the judgment. Does that even remotely sound like I owe them.

Item 7. The Wards have stated three different amounts they claim I owe them. As much like the case with other tenants, they seem to have a sorely inadequate way of keeping their books straight. They sued friends of mine for money it turned they didn't owe, and my complaint came without dates attached. They seemed to think showing me the arrears they claimed I owed the date of the hearing would suffice. It did not. How was I suppose to bring 18 years of records to court...that's how long I've rented Lot 13 at Chapman. Here we go again....no dates. They are just doing this to create stress. I have cancelled checks...what months are we NOW CLAIMING I OWE? Doesn't the original lower court amount cited still stick?

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Page 3 - Answers

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26 Aug 08 7*

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Page 4- Answer

Truman L. Zatzman
26 Aug 07

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

MYRNA WARD AND RONALD WARD, :
d/b/a CHAPMAN VILLAGE :
VS. : NO. 07-1122-CD
SHARON ZARTMAN :
:

O R D E R

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BY THE COURT,

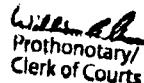
/s/ Fredric J. Ammerman

President Judge

I hereby certify this to be true and attested copy of the original statement filed in this case.

DEC 21 2007

Attest,


Prothonotary/
Clerk of Courts

EXHIBIT

subbiles

11

APPENDIX 'C'

Court of Common Pleas
Clearfield County, Pennsylvania

vs

Sharan Zartman
Defendant/Appellant

District Judge Appeal

Case No. 07-112CD

07-1122-CD Q
FILED NO CC
19:46 AM JAN 22 2008 JLK

NEW MATTER

William A. Shaw
Prothonotary/Clerk of Courts

The averments of paragraphs 1 thru 8 are hereby to be considered Replacement Pages to my previous submission statement as though fully set forth herein.

1. This case is about premeditated fraud.
2. Ron and Myrna Ward, together with their son-in-law Bill Craig have (as of May 2007) engineered a scheme to scam the residents (including me) of Chapman Trailer Park out of money, their homes and property and undue money for restoration and repair.
3. They have used terrorism, harrassment, stalking, slander, perjury and doctored evidence and photographs in their concocted schemes. They have indulged in totally illegal acts and mindless justification to obtain undue enrichments. I believe I have sufficient evidence that the the Wards are candidates for not only civil regress but criminal charges.
4. I am confident when you examine my materials, hear my testimony and examine the facts you will realize the Wards have deliberately perpetrated a scheme to steal not only from myself , but also past residents of Chapman's Trailer Park, Clearfield County, Brady Township, the Commonwealth of Pa. and last but not lease obviously the Federal Government (namely the IRS.)
5. I am, therefore now suing Ron and Myrna for \$15,000 for my property loss and an additional \$15,000 for pain, suffering and medical problems that have become the result of their malice and torment. It is my hope that I will be able to clearly show the scam they have used to defraud many people and that the court will award me punitive damages in the amount of treble damages to allow this suit to be awarded in the amount of \$90,000.
6. I fully intend to demonstrate that the Wards' manner of doing business for a substantial part of their life has been unethica! and illegal and I have determined to round up a bunch of the "got a bad deal" folks and go after the Wards in a Class Action Suit.
7. Since the Wards and Bill Craig have repeatedly committed perjury and slander, I plan to seek criminal charges for them at a later date and quite frankly with the data I have amassed and the witnesses available in this matter, I see them losing interest in the landlord business altogether. While it is not my express purpose to see anyone go to jail, it would seem justified to a great extent to reward people who have preyed in the low-income residents of Chapman's Trailer Park the unconsciousable way he Wards have behaved. .
8. To date the Wards have received only a pittance via the courts to reward their illegal scheme. I would very much like to make it a "slam dunk." WHEREFORE, I respectfully request the following relief be granted me: The cash sum of \$90,000. (treble damages due to fraud)..



Sharan Zartman
Defendant/Appellant

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

MYRNA WARD AND RONALD WARD d/b/a CHAPMAN VILLAGE	:	
-VS-	:	No. 07-1122-CD
SHARON ZARTMAN	:	

ORDER

AND NOW, this 10th day of April, 2008, following argument on the Amended Motion to Quash Defendant's New Matter and for Entry of Judgment by Default, it is the ORDER of this Court that the said Motion be granted insomuch as it is the Order of this Court that the Defendant's New Matter filed January 22, 2008, is hereby quashed. The Motion is denied to the extent that the Court will not enter default judgment.

BY THE COURT,

James J. Ammons

President Judge

FILED 2CC Atty Blakley
018-58851
APR 23 2008 2CC Def-
1307 E. Main St.,
William A. Shaw
Reynoldsburg, PA
Notary/Clerk of Courts
15851
(614)

FILED

APR 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/23/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

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

MYRNA WARD and RONALD WARD
d/b/a CHAPMAN VILLAGE,

Plaintiffs,

V.

SHARON ZARTMAN,

Defendant.

) NO. 2007-1122-CD
)
) Type of Pleading: MOTION FOR
) JUDGMENT ON THE PLEADINGS
)
) Filed on Behalf of: PLAINTIFFS
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730
)
)

FILED ^{cc}
MAY 15 2008 *Atty Blakley*
MAY 15 2008
William A. Shaw
Prothonotary/Clerk of Courts
(GE)

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
)
Plaintiffs,)) NO. 2007-1122-CD
v.))
)
SHARON ZARTMAN,))
)
Defendant.))

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING RULE TO SHOW CAUSE BY ENTERING A WRITTEN APPEARANCE AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU, YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR
Clearfield County Courthouse
Second & Market Streets
Clearfield PA 16830
(814) 765-2641, Ext. 50-51

BY THE COURT,

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

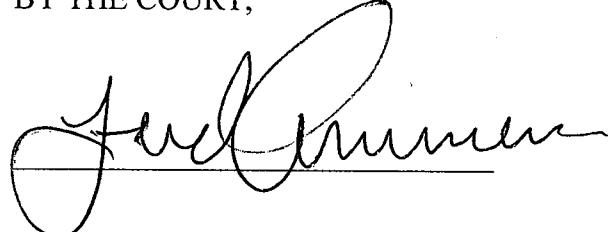
MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,)
v.) NO. 2007-1122-CD
SHARON ZARTMAN,)
Defendant.)

RULE TO SHOW CAUSE

AND NOW, this 21 day of May, 2008, upon consideration of the foregoing Motion for Entry of Judgment on the Pleadings, it is the ORDER of this Court that a Rule be issued upon the Defendant, **SHARON ZARTMAN, a/k/a SHARAN ZARTMAN**, to show cause why the prayer in said Motion should not be granted.

RULE RETURNABLE and Hearing thereon to be held the 4th day of August, 2008, at 9:30 o'clock A M. in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



FILED

0 1:59 P.M. GK
MAY 21 2008

4CC ATTY

William A. Shaw
Prothonotary/Clerk of Courts

BLAKEEY

(60)

DATE: 5-21-08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

FILED

MAY 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,)
v.) NO. 2007-1122-CD
SHARON ZARTMAN,)
Defendant.)

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW come Plaintiffs, **MYRNA WARD and RONALD WARD, d/b/a CHAPMAN VILLAGE**, by and through their undersigned attorneys, **BLAKLEY & JONES**, and moves this Honorable Court for judgment on the pleadings in the above-captioned matter, upon which the following is a statement:

1. Plaintiffs brought the within action against the Defendant, **SHARON ZARTMAN**, by Complaint dated August 7, 2007, seeking to recover monies due Plaintiffs for rental payments due and cleanup costs as the result of Defendant's rental of a mobile home space at the Plaintiffs' place of business located in Brady Township, Clearfield County, Pennsylvania, a true and correct copy of which is attached hereto and made a part hereof and marked Exhibit A.

2. On August 31, 2007, Defendant filed her Answer and New Matter to Plaintiffs' Complaint, a true and correct copy of which is attached hereto and made a part hereof and marked Exhibit B.

3. The Plaintiffs filed Preliminary Objections to the aforesaid New Matter and Amended New Matter, with such New Matter being quashed by Order dated April 10, 2008.

4. Paragraph 6 of Defendant's Answer generally denies admitting to owing past rent due on the subject premises.

5. Paragraphs 7(a) and 7(b) generally deny that the Defendant failed to pay monthly rent for the year 2005 and failed to pay monthly rent from January, 2006, through the date of the Complaint.

6. Paragraph 8 of Defendant's Answer is an unresponsive answer, neither admitting nor denying the allegations contained in Paragraph 8 of Plaintiffs' Complaint.

7. Paragraph 9 of Defendant's Answer generally denies that the Defendant has been unjustly enriched in excess of \$8,325.00.

8. Defendant's general denials of the allegations relating to Defendant's breach of her agreement to pay rent and the costs incurred by Plaintiffs to clean up the Defendant's abandoned trailer, which allegations are set forth in Paragraphs 6, 7, 8 and 9 of the Plaintiff's Complaint, are improper under Pa. R.C.P. 1029(c) and constitutes an admission of the allegations, inasmuch as it is clear that the Defendant must know whether or not the allegations are true or false.

9. Defendant fails to set forth any defense of the allegations contained within Plaintiffs Complaint in her Answer.

10. The pleadings are closed, and time exists within which to dispose of this Motion so as not to delay trial.

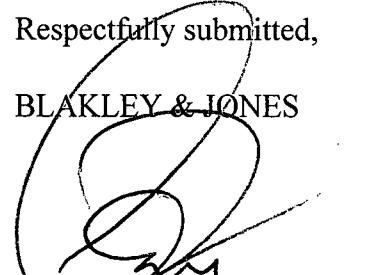
11. There are no genuine issues or material facts to be tried.

12. Plaintiffs are entitled to judgment as a matter of law under the pleadings pursuant to Pa. R.C.P. 1034.

WHEREFORE, Plaintiffs request that this Honorable Court grant their Motion and enter judgment in favor of the Plaintiffs and against Defendant, **SHARON ZARTMAN**, in the amount of \$8,325.00, plus interest at six (6%) percent from January 1, 2005, and costs of suit.

Respectfully submitted,

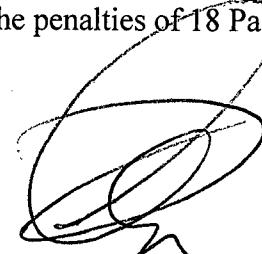
BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiffs

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiffs in this action and verify that the statements made in the foregoing Motion for Judgment on the Pleadings are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



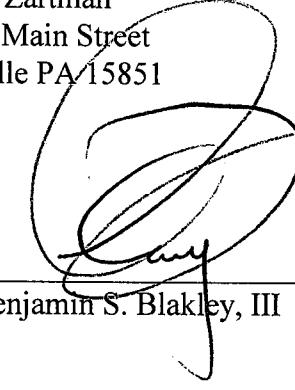
BENJAMIN S. BLAKLEY, III

Dated: 4/13/08

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of Plaintiffs' Motion for Judgment on the Pleadings in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 13th day of May, 2008:

Sharon Zartman
1207 East Main Street
Reynoldsville PA 15851



Benjamin S. Blakley, III

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

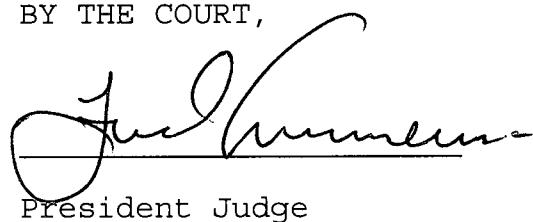
CIVIL DIVISION

MYRNA WARD and RONALD WARD, :
d/b/a CHAPMAN VILLAGE :
VS. : NO. 07-1122-CD
SHARON ZARTMAN :
IA

O R D E R

AND NOW, this 4th day of August, 2008, following argument on Plaintiffs' Motion for Entry of Judgment on the Pleadings, it is the ORDER of this Court that said Motion be and is hereby granted. Judgment shall be entered in favor of Myrna Ward and Ronald Ward, doing business as Chapman Village, Plaintiffs, versus Sharon Zartman, Defendant, in the amount of Eight Thousand Three Hundred Twenty-five (\$8,325.00) Dollars, plus court costs and interest at the legal rate from this date.

BY THE COURT,



President Judge

FILED

AUG 06 2008

0/8:50/08

William A. Shaw
Prothonotary/Clerk of Courts

(610)

Clerk to
Atty Blakely
D.E.P.A.

DATE: 8-6-08

You are responsible for serving all appropriate parties.
 The Prothonotary's office has provided service to the following parties:
 Plaintiff(s) Plaintiff(s) Attorney Other
 Defendant(s) Defendant(s) Attorney
 Special Instructions:

FILED
AUG 06 2008
William A. [Signature]
Prothonotary/Clerk of Courts

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

MYRNA WARD and RONALD WARD) NO. 2007-1122-CD
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,) Type of Pleading: PRAECIPE TO ENTER
v.) JUDGMENT
SHARON ZARTMAN,)
Defendant.) Filed on Behalf of: PLAINTIFFS
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
) Supreme Court No. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, PA 15801
) (814) 371-2730

FILED *Atty pd.
m 11/14/08
\$20.00*
SEP 19 2008 *ICC Notice
to Def.*

William A. Shaw
Prothonotary/Clerk of Courts

*ICC to Atty Blakley
w/ Statement*

610

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,)
v.) NO. 2007-1122-CD
SHARON ZARTMAN,)
Defendant.)

PRAECIPE TO ENTER JUDGMENT

TO: WILLIAM SHAW, PROTHONOTARY

Kindly enter judgment against the above-named Defendant, SHARON ZARTMAN, pursuant
to August 4, 2008, Order of Court, in the amount of \$8,325.00, plus interest and costs.

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiffs

FILED

SEP 19 2008

William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

MYRNA WARD and RONALD WARD)
d/b/a CHAPMAN VILLAGE,)
Plaintiffs,)
) NO. 2007-1122-CD
v.)
)
SHARON ZARTMAN,)
)
Defendant.)

NOTICE OF JUDGMENT

Notice is given that a JUDGMENT in the above captioned matter has been entered against
you in the amount of \$8,325.00 on September 9, 2008.

WILLIAM SHAW, PROTHONOTARY

BY: _____

William Shaw

Deputy

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

Myrna Ward and Ronald Ward
d/b/a Chapman Village
Plaintiff(s)

No.: 2007-01122-CD

Real Debt: \$8,325.00 plus interest and costs

Atty's Comm: \$

Vs.

Costs: \$

Sharon L. Zartman
Defendant(s)

Int. From: \$

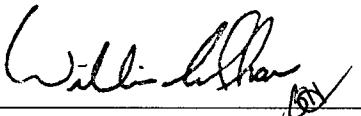
Entry: \$20.00

Instrument: Court-Ordered Judgment

Date of Entry: September 19, 2008

Expires: September 19, 2013

Certified from the record this 19th day of September, 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