

08-13-CD  
R. Fullington vs Christina Adam

Date: 3/19/2008

Time: 09:40 AM

Page 1 of 1

**Clearfield County Court of Common Pleas**

User: LMILLER

ROA Report

Case: 2008-00013-CD

Current Judge: Fredric Joseph Ammerman

Richard Fullington vs. Christina Adam

**District Justice Appeal**

Date	Judge
1/7/2008 <del>✓</del> New Case Filed.	No Judge
1/7/2008 <del>✓</del> Affidavit in Support of Petition to Proceed in Forma Pauperis, Re: DJ Appeal, filed by s/ Christina Adam-deft. NO CC.	No Judge
1/8/2008 <del>✓</del> Order, this 8th day of Jan., 2008, Petition to Proceed in Forma Pauperis is Denied. By The court, /s/ Fredric J. Ammerman, Pres. Judge. 1CC & IFP Denied letter to C. Adam	Fredric Joseph Ammerman
1/22/2008 <del>✓</del> Filing: District Justice Appeals Paid by: Adam, Christina (defendant) Receipt number: 1922340 Dated: 01/22/2008 Amount: \$95.00 (Cash) 2 Notice of Appeal filed: Copies to R. Fullington and MDJ Ireland (sent on January 22, 2008)	No Judge
1/25/2008 <del>✓</del> District Justice Judgment Transcript, filed. No CC	No Judge
2/7/2008 <del>✓</del> Praecipe to Strike, filed by R. Fullington 3 Cert. to Plaintiff.	No Judge
2/11/2008 <del>✓</del> Motion to Strike Appeal, filed by Plaintiff 1 Cert. to Plaintiff.	No Judge
2/11/2008 <del>✓</del> Certificate of Service, filed by Plaintiff Provided copy of Plaintiff's Complaint and Motion to Strike Appeal on Defendant by first class mail. 2-11-08	No Judge
2/12/2008 <del>✓</del> Complaint, filed by Plaintiff 1 Cert. to Atty.	No Judge
2/12/2008 <del>✓</del> Rule to Show Cause, filed 1 Cert. to Plaintiff. NOW, this 11th day of February, 2008, Rule returnable on the 14th day of March, 2008 and Hearing if necessary to be held on March 27th, 2008.	Fredric Joseph Ammerman

3-27-08 X Motion for Rescheduling

3-27-08 X Order, dated 3-27-08

3-31-08 X Certificate of Service.

3-31-08 X (Motion to Strike Appeal)

5-5-08 Order, dated 5-2-08 (Motion to Strike Appeal)

Page 2

Criminal Trial Schedule  
JANUARY/FEBRUARY, 2008  
Judge Reilly

Thursday, January 17, 2008

9:00 A.M.

~~Joseph  
Ryan,  
Esq.~~ \*KEITH A. BILLOTTE No. 07-738-CRA Theft by Deception;  
1300 E. Presquisle Tpr. Greene Forgery  
Street R. Cortez Bell,  
Philipsburg, PA III, Esq., First  
16866 Asst. District  
Attorney  
  
(MULTI-SERVICE CENTER)

\*Confined at Clearfield County Jail or SCI-Houtzdale

U/A

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

## Civil Division

FILED NOCC

9/3/00 am

JAN 07 2008

(cm)

Fullington, Richard

Plaintiff

vs.

Adair, Christina

Defendant

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*No. 08-13

C.D.

William A. Shaw  
Prothonotary/Clerk of CourtsAFFIDAVIT IN SUPPORT OF PETITION TO PROCEED IN FORMA PAUPERIS

- I am the Plaintiff/Defendant in the above matter and because of my financial condition I am unable to pay the fees and costs of prosecuting or defending the action or proceeding.
- I am unable to obtain funds from anyone, including my family, friends and associates, to pay the costs of litigation.
- I represent that the information below relating to my ability to pay the costs and fees is true and correct.

a. Name Christina AdairAddress 2101 Montgomery Run Rd  
Clearfield PA 16830Social Security Number 176 - 660 - 1456b. Date of last employment 1/2007Employer SearsAddress Dubois PASalary/Wages..... \$ 5.50 / hrType of work Sales assoc

c. Other Income:

Business/Profession..... \$ \_\_\_\_\_  
Self-employment..... \$ \_\_\_\_\_  
Interest..... \$ \_\_\_\_\_  
Dividends..... \$ \_\_\_\_\_  
Pension..... \$ \_\_\_\_\_  
Annuities..... \$ \_\_\_\_\_  
Social Security Benefits..... \$ \_\_\_\_\_  
Support Payments..... \$ 210.00 / Mth  
Disability payments..... \$ \_\_\_\_\_  
Unemployment Compensation/  
Supplements Benefits..... \$ \_\_\_\_\_  
Workmen's Compensation..... \$ \_\_\_\_\_  
Public Assistance..... \$ \_\_\_\_\_  
Food Stamps..... \$ 420.00 / Mth  
Other..... \$ 25.00 / Mth

d. Other contributions to my household support (please circle):

Name of Spouse, Boyfriend/Girlfriend, or Roommate/Housemate

Brent Knapp

Employer \_\_\_\_\_

Salary/wages per month..... \$ \_\_\_\_\_

Type of work \_\_\_\_\_

Contributions from my child(ren) ... \$ \_\_\_\_\_

Contributions from my parent(s),

family members, or any other

individuals..... \$ 8100.00 \_\_\_\_\_

e. Property Owned:

Cash..... \$ \_\_\_\_\_  
Checking Account..... \$ \_\_\_\_\_  
Savings Account..... \$ \$5.00 \_\_\_\_\_  
Certificates of Deposit..... \$ \_\_\_\_\_  
Real Estate (including home)..... \$ \_\_\_\_\_  
Motor Vehicle(s) - Make Cougar Beretta, Pontiac Firebird  
Year 1990 1986  
Cost..... \$ 500.00 / 300.00  
Amount owed..... \$ n/a \_\_\_\_\_

Stocks, bonds..... \$ \_\_\_\_\_  
Other..... \$ \_\_\_\_\_  
Other..... \$ \_\_\_\_\_  
Other..... \$ \_\_\_\_\_

f. I have the following debts:

Utilities: \$ 22.00, explain electric  
\$ 30.00, explain water/sewerage  
\$ 150.00, explain phone  
\$ \_\_\_\_\_, explain \_\_\_\_\_

Groceries: \$ \_\_\_\_\_

Rent/Mortgage: \$ \_\_\_\_\_, explain \_\_\_\_\_

Loan(s): \$ \_\_\_\_\_, explain \_\_\_\_\_

Auto Expense: \$ 20.00, explain gas

Child Care: \$ \_\_\_\_\_, explain \_\_\_\_\_

Miscellaneous: \$ 150.00, explain personal items (clothes, shampoo, etc.)

g. Person(s) dependent upon you for support:

Wife/Husband's name \_\_\_\_\_

Children, if any:

Name	<u>Dalton M. Adler</u>	Age	<u>4 yr.</u>
Name	<u>Davien N. Adler</u>	Age	<u>Birth</u>
Name	_____	Age	_____
Name	_____	Age	_____
Name	_____	Age	_____
Name	_____	Age	_____

Other person(s) dependent upon you:

Name	_____	Age	_____
Name	_____	Age	_____
Name	_____	Age	_____

4. I understand that I have a continuing obligation to inform the Court of improvements in my financial circumstances which would permit me to pay the costs incurred herein.

## VERIFICATION

I verify that the statements made in this affidavit 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.

Jan 4<sup>th</sup> 2008  
Date

Charles M. Kelly  
Petitioner

CONSENT FOR RELEASE OF CONFIDENTIAL INFORMATION

I, Christina M. Adair, having filed with the Court an Affidavit requesting In Forma Pauperis standing, hereby consent to the release of any information which may be requested by the Judges of the Court of Common Pleas of Clearfield County, or by any employee of the Court Administrator's Office acting on the behalf and at the direction of any said Judge, relating to any employment compensation, Worker's Compensation, Social Security, Department of Public Welfare or Black Lung benefits which I may receive from any county, state or federal agency which administers or handles processing of any of the above described benefits. This consent shall also authorize the release to the said Court or designee of any information as to any compensation I am receiving, or have received in the past twelve (12) months, from any full or part-time employment of any type whatsoever.

This consent shall remain in effect for a period of twelve (12) months herefrom. A copy or FAX of this release shall have the same legal effect as the original.

Social Security Number: 170 - 06 - 1456

Board of Assistance Number (food stamps, etc.): 89501

DATE: 01/04/2008

Christina M. Adair  
signature

DATE: 01/04/2008

NAME: Christina M. Adam

TELEPHONE NUMBER: (814) 768-78-7567

ADDRESS: 2611 Montgomery Run Road  
Clearfield PA 16830

OTHER PARTIES INVOLVED: Richard Ellington

REASON FOR FILING THIS PETITION (Write a brief description of your financial problem(s), please be specific. Failure to do so could result in your request being delayed or denied.) (Example: request for filing fee or Mediation Conference fee to be waived due to your inability to submit the required fee because....)

I am requesting the filing fee to be waived  
due to my inability to pay the required  
fee because of no employment at the  
current time.

TYPE OF ACTION: (divorce, custody, District Justice appeal, etc. Please specify what type of action you are pursuing through this application.)

I am pursuing a District Justice appeal  
through this application.

In the Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Fullington, Richard

Plaintiff \*

vs.

Adam, Christina

Defendant \*

No. 08-13 C.D.

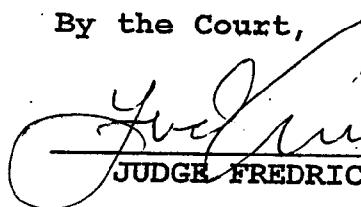
O R D E R

NOW, this 8 day of January,  
2008, upon consideration of the foregoing Affidavit in Support  
of Petition to Proceed in Forma Pauperis, it is the ORDER of this  
Court that said Petition is ~~GRANTED~~ / DENIED.

fja

If the Petition is GRANTED, Filing / ~~Mediation Conference~~  
fee is hereby WAIVED.

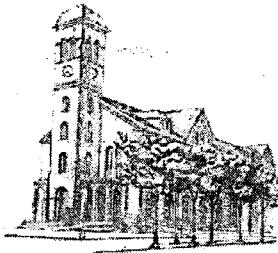
By the Court,

  
JUDGE FREDRIC J. AMMERMAN

FILED 01/07/08  
JAN 08 2008  
ICCP IPD Denied  
letters to C. Adam

(6K)

William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 □ Phone: (814) 765-2641 Ext. 1330 □ Fax: (814) 765-7659 □ [www.clearfieldco.org](http://www.clearfieldco.org)

January 8, 2008

OPY

Christina Adam  
2611 Montgomery Run Road  
Clearfield, PA 16830

RE: In Forma Pauperis Petition regarding DJ Appeal  
Case No. 08-13-CD

Dear Ms. Adam:

Please be advised that your Petition to Proceed In Forma Pauperis in the above case has been denied by the Court.

You may proceed with this action by filing the enclosed DJ Appeal along with the \$95.00 filing fee with this office.

A certified copy of the Court's Order is enclosed. According to the Rules of Civil Procedure, the Prothonotary's Office may strike your filing if payment is not received in full within ten (10) working days from the date of this letter.

Sincerely,

  
William A. Shaw  
Prothonotary/Clerk of Courts

Enclosures

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-13-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <u>Christina M. Adam</u>	MAG. DIST. NO. <u>46-3-02</u>	NAME OF MDJ <u>Richard A. Ireland</u>
ADDRESS OF APPELLANT <u>2611 Montgomery Run Road</u>	CITY <u>Clearfield</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>12-6-07</u>	IN THE CASE OF (Plaintiff) <u>Fullington, Richard vs Christina Adam</u>	ZIP CODE <u>16830</u>
DOCKET NO. <u>CV-0000438-07</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>Christina M. Adam</u>	

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 Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

Signature of Prothonotary or Deputy

If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action

before a Magisterial District Judge, A COMPLAINT MUST BE FILED within

(20) days after filing the NOTICE of APPEAL.

twenty c. Adam  
pd. 95.0  
d2:04:00 copies to:  
J.R. Fullington  
S. M. Ireland

William A. Shaw  
Prothonotary/Clerk of Courts

## 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 Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

## PRAECIPE: To Prothonotary

Enter rule upon Richard Fullington appellee(s), to file a complaint in this appeal

(Common Pleas No. 08-13-CD) within twenty (20) days after service of rule or suffer entry of judgment or non pros.

Christina M. Foley  
Signature of appellant or attorney or agent

RULE: To Richard Fullington appellee(s)

Name of appellee(s)

## OWNER

(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 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 January 22, 2008

William A. Shaw  
Signature of Prothonotary or Deputy

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

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-13-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <u>Christina M Adam</u>	MAG. DIST. NO. <u>46-3-02</u>	NAME OF MDJ <u>Richard A Ireland</u>
ADDRESS OF APPELLANT <u>2601 Montgomery Run Road</u>	CITY <u>Clearfield</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>12-6-07</u>	IN THE CASE OF (Plaintiff) <u>Fullington, Richard vs Christina Adam</u>	(Defendant)
DOCKET NO. <u>CR-0000438-07</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>Christina M Adam</u>	
<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 Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		
<p>_____ Signature of Prothonotary or Deputy</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 Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

## PRAECIPE: To Prothonotary

Enter rule upon Richard Fullington appellee(s), to file a complaint in this appeal  
(Name of appellee(s))

(Common Pleas No. 08-13-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Christina M Adam  
Signature of appellant or attorney or agent

RULE: To Richard Fullington appellee(s)  
(Name of appellee(s))

## OWNER

(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 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 January 2<sup>nd</sup> 2008

Willie L. Hall Jr.  
Signature of Prothonotary or Deputy

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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335**

**16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**FULLINGTON, RICHARD**  
**6293 CLFD/WOODLND HY**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

DEFENDANT:

**ADAM, CHRISTINA**  
**2611 MONTGOMERY RUN RD**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

**CHRISTINA ADAM**  
**2611 MONTGOMERY RUN RD**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000438-07**  
Date Filed: **10/24/07**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **12/06/07**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>FULLINGTON, RICHARD</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Amount of Judgment</td> <td style="width: 70%; text-align: right;">\$ <b>1,104.00</b></td> </tr> <tr> <td>Judgment Costs</td> <td style="text-align: right;">\$ <b>103.70</b></td> </tr> <tr> <td>Interest on Judgment</td> <td style="text-align: right;">\$ <b>.00</b></td> </tr> <tr> <td>Attorney Fees</td> <td style="text-align: right;">\$ <b>.00</b></td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>1,207.70</b></td> </tr> <tr> <td>Post Judgment Credits</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Post Judgment Costs</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Certified Judgment Total</b> \$ _____</td> </tr> </table>	Amount of Judgment	\$ <b>1,104.00</b>	Judgment Costs	\$ <b>103.70</b>	Interest on Judgment	\$ <b>.00</b>	Attorney Fees	\$ <b>.00</b>	<b>Total</b>	<b>1,207.70</b>	Post Judgment Credits	\$ _____	Post Judgment Costs	\$ _____	<b>Certified Judgment Total</b> \$ _____	
Amount of Judgment		\$ <b>1,104.00</b>															
Judgment Costs	\$ <b>103.70</b>																
Interest on Judgment	\$ <b>.00</b>																
Attorney Fees	\$ <b>.00</b>																
<b>Total</b>	<b>1,207.70</b>																
Post Judgment Credits	\$ _____																
Post Judgment Costs	\$ _____																
<b>Certified Judgment Total</b> \$ _____																	
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>ADAM, CHRISTINA</b> in the amount of \$ <b>1,207.70</b>																	
<input type="checkbox"/> Defendants are jointly and severally liable.	Amount of Judgment																
<input type="checkbox"/> Damages will be assessed on Date & Time _____	Judgment Costs																
<input type="checkbox"/> This case dismissed without prejudice.	Interest on Judgment																
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Attorney Fees																
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	<b>Total</b>																

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

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

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

**DEC 06 2007**

Date

*Ruth A. Gilea*

, Magisterial District Judge

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

Date

, Magisterial District Judge

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

SEAL

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

460<sup>th</sup>

## NOTICE OF APPEAL

C. Adam

02/04/01 pd  
JAT 2 700 395.00William A. Shaw  
Prothonotary/Clerk of CourtsCC to: R. Fullington  
MDJ Ireland

## MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-13-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <u>Christina M. Adam</u>	MAG. DIST. NO. <u>46-3-02</u>	NAME OF MDJ <u>Richard A Ireland</u>
ADDRESS OF APPELLANT <u>2611 Montgomery Run Road</u>	CITY <u>Clearfield</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>12-6-07</u>	IN THE CASE OF (Plaintiff) <u>Christina Adam</u>	ZIP CODE <u>16830</u>
DOCKET NO. <u>CV-0000438-07</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>Christina M. Adam</u>	
<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 Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		
Signature of Prothonotary or Deputy		

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_ appellee(s), to file a complaint in this appeal

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

\_\_\_\_\_  
Signature of appellant or attorney or agent

## RULE: To \_\_\_\_\_ appellee(s)

Name of appellee(s)

## OWNER

(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 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 \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Prothonotary or Deputy

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

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-13-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <u>Christina M. Adam</u>	MAG. DIST. NO. <u>46-3-02</u>	NAME OF MDJ <u>Richard A Ireland</u>
ADDRESS OF APPELLANT <u>2611 Montgomery Run Road</u>	CITY <u>Clearfield</u>	STATE <u>PA</u>
ZIP CODE <u>16830</u>		
DATE OF JUDGMENT <u>12-6-07</u>	IN THE CASE OF (Plaintiff) <u>Christina Adam</u>	(Defendant) <u>vs Richard Fullington</u>
DOCKET NO. <u>CV-0000438-07</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>Christina M. Adam</u>	
<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 Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		
<p>Signature of Prothonotary or Deputy</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 Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

## PRAECIPE: To Prothonotary

Enter rule upon \_\_\_\_\_ appellee(s), to file a complaint in this appeal

Name of appellee(s)

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

Signature of appellant or attorney or agent

## RULE: To \_\_\_\_\_ appellee(s)

Name of appellee(s)

## OWNER

(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 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 \_\_\_\_\_, 20 \_\_\_\_\_

Signature of Prothonotary or Deputy

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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
650 LEONARD ST  
STE 113  
CLEARFIELD, PA

Telephone: (814) 765-5335      16830

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**ADAM, CHRISTINA**  
2611 MONTGOMERY RUN RD  
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

**FULLINGTON, RICHARD**  
6293 CLFD/WOODLND HY  
CLEARFIELD, PA 16830

NAME and ADDRESS

VS.

Docket No.: **CV-0000438-07**  
Date Filed: **11/20/07**  
CROSS COMPLAINT 001



**CHRISTINA ADAM**  
2611 MONTGOMERY RUN RD  
CLEARFIELD, PA 16830

**THIS IS TO NOTIFY YOU THAT:**

**FOR DEFENDANT**

Judgment: \_\_\_\_\_ (Date of Judgment) **12/06/07**

Judgment was entered for: (Name) **FULLINGTON, RICHARD**

Judgment was entered against: (Name) **ADAM, CHRISTINA**  
in the amount of \$ **.00**

Defendants are jointly and severally liable.

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>

Damages will be assessed on Date & Time \_\_\_\_\_

Total	\$ <b>.00</b>
-------	---------------

This case dismissed without prejudice.

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	

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

Certified Judgment Total	\$ _____
--------------------------	----------

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

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

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

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

DEC 06 2007 Date

*Ruth A. Giesler*, Magisterial District Judge

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

Date \_\_\_\_\_, Magisterial District Judge

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

SEAL

AOPC 315-07

DATE PRINTED: **12/07/07** 3:24:00 PM

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335**      **16830**

**RICHARD A. IRELAND**  
**650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF:

**FULLINGTON, RICHARD**  
**6293 CLFD/WOODLND HY**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

DEFENDANT:

**ADAM, CHRISTINA**  
**2611 MONTGOMERY RUN RD**  
**CLEARFIELD, PA 16830**

VS.

NAME and ADDRESS

Docket No.: **CV-0000438-07**  
Date Filed: **10/24/07**



**08-13-CD**  
**12/06/07**

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment)

Judgment was entered for: (Name) **FULLINGTON, RICHARD**

Judgment was entered against: (Name) **ADAM, CHRISTINA**  
in the amount of \$ **1,207.70**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time \_\_\_\_\_

This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>1,104.00</b>
Judgment Costs	\$ <b>103.70</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>1,207.70</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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

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

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

**FILED**  
12/24/07  
JAN 25 2008  
NO CC  
GW

William A. Shaw  
Prothonotary/Clerk of Courts

DEC 06 2007 Date Richard Ireland, Magisterial District Judge

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

JAN 24 2008 Date Richard Ireland, Magisterial District Judge

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

SEAL

AOPC 315-07

DATE PRINTED: **12/07/07 3:24:00 PM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-02**

MDJ Name: Hon.

**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA**

Telephone: **(814) 765-5335** **16830**

**RICHARD A. IRELAND**  
**650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**ADAM, CHRISTINA**  
**2611 MONTGOMERY RUN RD**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

DEFENDANT:

**FULLINGTON, RICHARD**  
**6293 CLFD/WOODLND HY**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

Docket No.: **CV-0000438-07**  
Date Filed: **11/20/07**  
CROSS COMPLAINT **001**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT**

(Date of Judgment) **12/06/07**

Judgment was entered for: (Name) **FULLINGTON, RICHARD**

Judgment was entered against: (Name) **ADAM, CHRISTINA**  
in the amount of \$ **.00**

Defendants are jointly and severally liable.

Damages will be assessed on Date & Time \_\_\_\_\_

This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

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

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

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

DEC 06 2007

Date

*Richard Ireland*

, Magisterial District Judge

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

Date

*Richard Ireland*

, Magisterial District Judge

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

SEAL

FILED

FEB 07 2008

0/2:05 PM  
William A. Shaw  
Prothonotary/Clerk of Courts

3 cent to Atte

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

RICHARD FULLINGTON,

:

Plaintiff,

:

vs.

:

CIVIL ACTION - Law

CHRISTINA ADAM,

:

No.: 13 C.D. 2008

Defendant.

:

CHRISTINA ADAM,

:

Filed on behalf of: Plaintiff

Plaintiff,

Pro Se:

vs.

:

J. Richard Fullington  
6293 Clearfield-Woodland Hwy  
Clearfield, PA 16830

RICHARD FULLINGTON,

:

Defendant.

:

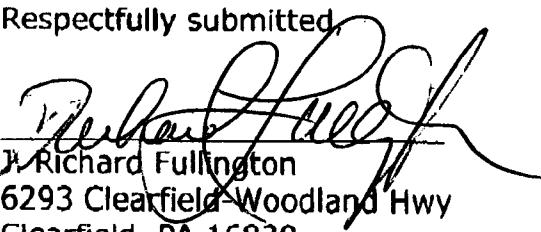
RICHARD FULLINGTON, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA  
VS. :  
CHRISTINA ADAM, : CIVIL ACTION - Law  
Defendant. : No.: 13 C.D. 2008  
-----  
CHRISTINA ADAM, :  
Plaintiff, :  
VS. :  
RICHARD FULLINGTON, :  
Defendant. :  
:

**PRAECIPE TO STRIKE**

**TO THE PROTHONOTARY:**

Please strike the Notices of Appeal from Magisterial District Judge Judgment filed in the above-captioned action in that the appeal was filed more than thirty (30) days from the date of the entry of Judgment by the District Justice.

Respectfully submitted,

  
Richard Fullington  
6293 Clearfield-Woodland Hwy  
Clearfield, PA 16830

RICHARD FULLINGTON,  
Plaintiff,  
  
vs.  
  
CHRISTINA M. ADAM,  
Defendant.  
  
: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PENNSYLVANIA  
  
: CIVIL ACTION - Law  
  
: No.: 13 C.D. 2008

## **STRIKING OF APPEAL**

As the appeals in this matter filed by Christina M. Adam were filed in excess of thirty (30) days following the entry of Judgment by Magisterial District Judge Ireland, the Appeals are marked as stricken.

---

## Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD FULLINGTON, ) Civil Division  
vs. )  
Plaintiff, ) No. 08 - 13 CD  
vs. )  
CHRISTINA ADAM, )  
vs. )  
Defendant. ) CERTIFICATE OF SERVICE  
vs. ) OF COMPLAINT AND MOTION TO  
vs. ) STRIKE DEFENDANT'S APPEAL  
vs. )  
vs. )  
vs. ) Filed on Behalf of:  
vs. ) Plaintiff  
vs. )  
vs. )  
vs. )

(F5)

0/10:55a  
MAY 10 2008  
CLEARFIELD COUNTY, PENNSYLVANIA

I Cfer to Plaintiff

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

RICHARD FULLINGTON, ) Civil Division  
)  
) No. 13 C.D. 2008  
)  
Plaintiff, ) CERTIFICATE OF SERVICE  
vs. )  
)  
) Filed on Behalf of:  
CHRISTINA ADAM, ) Plaintiff  
)  
Defendant. )

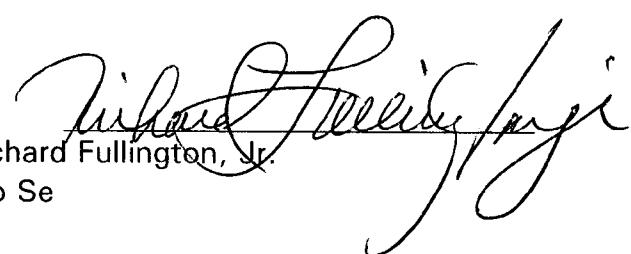
**CERTIFICATE OF SERVICE**

This will certify that on the date shown below, the undersigned provided a copy of the Plaintiff's Complaint and Motion to Strike Appeal in the above-captioned matter on the following parties at the address shown below by *first-class U.S. Mail*:

Christina Adam  
2611 Montgomery Run Road  
Clearfield, PA 16831

Dated: February 11, 2008

Richard Fullington, Jr.  
Pro Se



Re  
P/10:55 (wn)  
William A. Shaw  
Prothonotary/Clerk of Courts

I CERT. TO FILE

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

RICHARD FULLINGTON,	)	Civil Division
	)	
	)	No. 08 - 13 CD
	)	
Plaintiff,	)	COMPLAINT
vs.	)	
	)	
	)	Filed on Behalf of:
CHRISTINA ADAM,	)	Plaintiff
	)	
Defendant.	)	
	)	
	)	
	)	
	)	

RICHARD FULLINGTON, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
CIVIL ACTION - Law  
CHRISTINA ADAM, : No.: 13 C.D. 2008  
Defendant. :  
:

### **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 with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholic, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

Keystone Legal Services  
211½ East Locust Street  
Clearfield, PA 16830  
(800) 326-9177

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

RICHARD FULLINGTON ) Civil Division  
vs. )  
Plaintiff, ) No. 08 - 13 CD  
vs. ) COMPLAINT  
CHRISTINA ADAM, ) Filed on Behalf of:  
Defendant. ) PLAINTIFF

1. Plaintiff, Richard Fullington, at all times relevant was an adult individual residing in Clearfield, Pennsylvania, receiving mail at 6293 Clearfield Woodland Highway, Clearfield, PA.
2. Defendant, Christina Adam, at all times relevant was an adult individual residing at 2611 Montgomery Run Road, Clearfield, PA.
3. Plaintiff is the Landlord/owner of the rental premises located at 320 E. Cherry Street, Clearfield, PA 16830.
4. Defendant was a tenant at Plaintiff's rental premises during the period from March 1, 2006 through February 2007.
5. Defendant's rent was \$490 per month according to the written lease contract, attached as Exhibit "A"
6. Defendant notified Section 8 in December 2006 that she was leaving Plaintiff's rental premises so that her lease through Section 8 was terminated.
7. Defendant stayed at the premises through February 2007 and would be

personally responsible for rent through that date.

8. Defendant violated the terms of the lease contract under Part C, 3.c., wherein "members of the household may engage in profit making activities incidental to primary use of the unit for residence by members of the family".

9. Tenant owes landlord money for the excessive electric and water use for using the premises for a business and intentionally abusing utilities such as doors and windows were left open to create excessive heating bills.

10. Defendant did not use care and caution in the use of the unit as the unit was left in deplorable condition beyond normal wear and tear:

- a. Broken windows;
- b. Carpet was torn;
- c. Refrigerator was broken;
- d. Walls and doors were scratched and broken through as boyfriend had broken both the front and back doors;
- e. They used their hands to splash paint all over the bathroom wall;
- f. Linoleum was cut up in the kitchen;
- g. Ceiling tiles were knocked down;
- h. Water was left to run over and ran through the floor to the ceiling down below;

- i. The ceiling in the dining room was missing tiles;
- j. There was an odor as well as permanent black stains from dog urine that was owned by the tenant;
- k. Mirror in the bedroom was cracked;
- l. Over 38 bags of garbage needed to be hauled out of the unit;
- m. Furnace was damaged repeatedly by plugging up the nozzle;

n. The yard and carpet was damaged by the tenant's dog which she was not permitted to have in the unit;

11. Defendant violated the lease when they brought a dog into the apartment which caused extensive damage and was a nuisance.

12. Porch was torn up by the dog's chain.

13. There were numerous holes dug in the yard by the dog.

14. Tenant owes Landlord \$2,130 as follows:

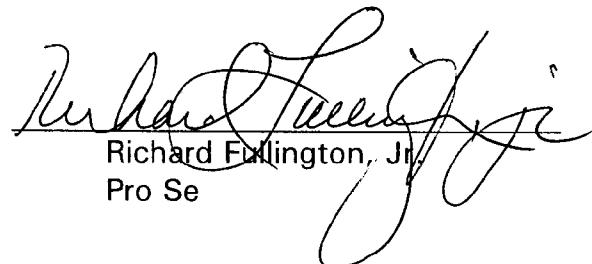
a. For rent for the months of January and February in the amount of \$980;

b. \$550 for repairs and cleaning;

c. \$600 for excessive utilities.

Wherefore, Plaintiff requests this honorable court rule in his favor in the amount of \$2,130 plus costs and fees.

Date: 2/8/08



Richard Fullington, Jr.  
Pro Se

**Housing Assistance Payments Contract  
(HAP Contract)**  
**Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
**Office of Public and Indian Housing**

---

**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

**2. Tenant**

CHRISTINA ADAM

**COPY**

**3. Contract Unit**

320 E CHERRY ST  
CLEARFIELD, PA 16830

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

CHRISTINA M ADAM

DALTON M ADAM

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): 03/01/2006

The initial lease term ends on (mm/dd/yyyy): 02/28/2007

**6. Initial Rent to Owner**

The initial rent to owner is: \$ 490.00

During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ 148.00 per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

## 8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type				Provided by	Paid by
Heating	<input checked="" type="checkbox"/> Natural gas	<input type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas	<input checked="" type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas	<input checked="" type="checkbox"/> Bottle gas	<input type="checkbox"/> Oil or Electric	<input type="checkbox"/> Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

### Signatures:

Public Housing Agency  
CLEARFIELD HOUSING AUTHORITY

Print or Type Name of RHA

Lisa Bennett

Signature

Lisa Bennett PHM

Print or Type Name and Title of Signatory

3/1/06

Date (mm/dd/yyyy)

### Mail Payments to:

Owner  
RICHARD FULLINGTON JR.

Print or Type Name of Owner

AND Loretta Fullington

Signature

Loretta Fullington

Print or Type Name and Title of Signatory

3/1/06

Date (mm/dd/yyyy)

2/27/06

Name

RICHARD AND/OR LORETTA FULLINGTON JR.

Address (street, city, State, Zip)

504 SABULA OUTING CLUB RD  
DUBOIS, PA 15801

LPA

# Housing Assistance Payments Contract

## (HAP) Contract

### Section 8 Tenant-Based Assistance

#### Housing Choice Voucher Program

##### Part B of HAP Contract: Body of Contract

###### 1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

###### 2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:

- (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
- (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
- (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

###### 3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of hous-

## U.S. Department of Housing

### and Urban Development

#### Office of Public and Indian Housing

ing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

f. The PHA must notify the owner of any HQS defects shown by the inspection.

g. The owner must provide all housing services as agreed to in the lease.

###### 4. Term of HAP Contract

a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

###### b. **When HAP contract terminates.**

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

## 5. Provision and Payment for Utilities and Appliances

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

## 6. Rent to Owner: Reasonable Rent

a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

## 7. PHA Payment to Owner

### a. When paid

(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner

penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

### c. Amount of PHA payment to owner

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

### e. Limit of PHA responsibility.

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

## **8. Owner Certification**

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

## **9. Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

## **10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

- (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

## **11. PHA and HUD Access to Premises and Owner's Records**

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

## **12. Exclusion of Third Party Rights**

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA, under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

### **13. Conflict of Interest**

a. "Covered individual" means a person or entity who is a member of any of the following classes:

- (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
- (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
- (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
- (4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### **14. Assignment of the HAP Contract**

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

- (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

- (1) Has violated obligations under a housing assistance payments contract under Section 8;
- (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
- (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
- (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
  - (a) Threatens the right to peaceful enjoyment of the premises by other residents;

---

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

**15. Written Notices.** Any notice by the PHA or the owner in connection with this contract must be in writing.

**16. Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

## **Housing Assistance Payments Contract**

### **(HAP Contract)**

### **Section 8 Tenant-Based Assistance**

### **Housing Choice Voucher Program**

#### **Part C of HAP Contract: Tenancy Addendum**

##### **1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

##### **2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

##### **3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

##### **4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

### **U.S. Department of Housing**

### **and Urban Development**

### **Office of Public and Indian Housing**

- (2) Rent charged by the owner for comparable unassisted units in the premises.

##### **5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

##### **6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

##### **7. Maintenance, Utilities, and Other Services**

###### **a. Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practices for the building concerned as established by the owner.

---

**b. Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

- (a) Pay for any utilities that are to be paid by the tenant.
- (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

**8. Termination of Tenancy by Owner**

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. **Eviction by court action.** The owner may only evict the tenant by a court action.

f. **Owner notice of grounds**

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

**9. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

**10. PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements.

If the PHA terminates program assistance for the family, the lease terminates automatically.

## 11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

## 12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

## 14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## 15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

- (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- (2) If there are any changes in lease provisions governing the term of the lease;
- (3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 17. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

**Tenancy Addendum  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing**

(To be attached to Tenant Lease)

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
  - (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. Maintenance
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. Utilities and appliances
  - (1) The owner must provide all utilities needed to comply with the HQS.
  - (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

- (a) Pay for any utilities that are to be paid by the tenant.
- (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
  - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
    - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
    - (c) Any violent criminal activity on or near the premises; or
    - (d) Any drug-related criminal activity on or near the premises.
  - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
    - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
    - (b) Violating a condition of probation or parole under Federal or State law.
  - (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause includes:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.

- (3) After the initial lease term, such good cause includes:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

- e. **Eviction by court action.** The owner may only evict the tenant by a court action.

### f. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

## 10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

## 11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

## 12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants). Any such PHA-required restriction must be specified in the HAP contract.

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

#### **13. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

#### **14. Conflict with Other Provisions of Lease**

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

#### **15. Changes in Lease or Rent**

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

- (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- (2) If there are any changes in lease provisions governing the term of the lease;
- (3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

#### **16. Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

#### **17. Definitions**

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

## **VERIFICATION**

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

Dated:

2/8/08

A handwritten signature in black ink, appearing to read "Richard Fullington", is written over a horizontal line. The signature is fluid and cursive, with a large, stylized 'R' at the beginning.

18

01/10/55 (w)  
William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Atty

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

RICHARD FULLINGTON, ) Civil Division  
vs. )  
Plaintiff, ) No. 13 C.D. 2008  
vs. )  
 ) MOTION TO STRIKE APPEAL  
 )  
 )  
 ) Filed on Behalf of:  
CHRISTINA ADAM, ) Plaintiff  
vs. )  
Defendant. )

FILED

(F)

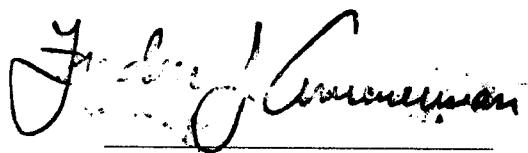
RICHARD FULLINGTON, ) Civil Division  
)  
) No. 13 C.D. 2008  
)  
Plaintiff, ) MOTION TO STRIKE APPEAL  
vs. )  
)  
) Filed on Behalf of:  
CHRISTINA ADAM, ) Plaintiff  
)  
Defendant. )

FEB 12 2008  
0191201WZ  
William A. Shaw  
Prothonotary/Clerk of Courts  
12677 TO PCC.

#### RULE TO SHOW CAUSE

AND NOW, this 11<sup>th</sup> day of February, 2008,  
upon consideration of the foregoing Petition, it is hereby ORDERED that a Rule shall  
be issued upon the Respondent, Christina Adam, to show cause, if any which it  
may have, why Movant's Motion to Strike should not be granted with costs  
assessed against the Respondent.

Said Rule returnable on the 14<sup>th</sup> day of March, 2008; a  
Hearing in this matter, if necessary, is to be held on the 27<sup>th</sup> day of  
March, 2008, at 11:00 A.m., in Courtroom  
3 of the Clearfield County Courthouse, Clearfield, Pennsylvania.



DATE: 2-12-08

Signature responsible for serving all appropriate parties.

... The Plaintiff(s) Attorney has provided service to the following parties:

Plaintiff(s) Attorney \_\_\_\_\_ Other

Defendant(s) Attorney \_\_\_\_\_ Other

Defendant(s) Attorney \_\_\_\_\_ Other

Plaintiff(s) Attorney \_\_\_\_\_ Other

**2008**

**FEB 12 2008**

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD FULLINGTON, ) Civil Division  
vs. )  
Plaintiff, ) No. 13 C.D. 2008  
vs. )  
 ) MOTION TO STRIKE APPEAL  
 )  
 )  
 ) Filed on Behalf of:  
CHRISTINA ADAM, ) Plaintiff  
vs. )  
Defendant. )

**ORDER**

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2008, upon consideration of  
the foregoing Motion to Strike Appeal,

IT IS HEREBY ORDERED, DIRECTED AND DECREED that the Respondent's Appeal is  
Stricken.

BY THE COURT

---

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

RICHARD FULLINGTON, ) Civil Division  
)  
) No. 13 C.D. 2008  
Plaintiff, )  
vs. ) MOTION TO STRIKE APPEAL  
)  
) Filed on Behalf of:  
CHRISTINA ADAM, ) Plaintiff  
)  
Defendant. )

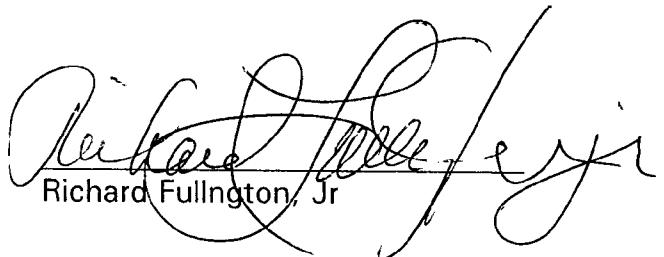
**PLAINTIFF'S MOTION STRIKE DEFENDANT'S APPEAL**

1. The Movant Plaintiff is the Landlord/owner of the rental premises located at 320 E. Cherry Street, Clearfield, PA 16830.
2. Defendant, Christina Adam, is the Respondent who has appealed the Judgement in Plaintiff's favor from the District Justice who had awarded Plaintiff a monetary judgement.
3. Plaintiff prevailed initially in this action before the District Justice with judgment being entered in his favor on December 6, 2007,
4. On or about January 7, 2008, Defendant filed a petition to proceed In Forma Pauperis.
5. On or about January 8, 2008, Defendant's request to proceed In Forma Pauperis was denied and a letter was sent advising the Defendant of the denial and that she may proceed by filing the enclosed District Justice appeal along with \$95 filing fee at the Prothonotary's office. The letter also indicated that the Prothonotary's office may strike their filing if it is not received within 10 days.
6. Defendant failed to pay the money until January 22, 2008, at which her time her appeal was filed.

7. Plaintiff has not received any certificates of service that Defendant filed proof with the court of service of the appeal as required for both the Plaintiff and District Justice.
8. Magisterial District Justice Rule 1005 B, requires the Appellant to file with the Prothonotary proof of service of copies of his notice of his appeal and proof of service of a rule upon the Appellee to file a complaint within 10 days after filing notice of appeal.
9. Respondent has also filed an appeal concerning her counterclaim against Movant which requires her to file a complaint within 20 days of her appeal.
10. Plaintiff requests Defendant's appeal to be dismissed or stricken for failure to timely file or properly perfect the appeal.
11. Plaintiff was not served timely by Defendant of any of her filings as required by the rules including but not limited to her request for In Forma Pauperis or copies of certificates of service.
12. Pursuant to Pa.R.C.P. Magisterial District Rule 1006 Striking Appeal for failure to comply with the rules, including failure to file proof of service.
13. Plaintiff has obtained copies from the Prothonotary's office which indicates two notices of appeals were filed by the Defendant.
14. Movant filed a Motion to Strike on February 7, 2008 as Respondent's appeal was filed on January 22, 2008, several weeks late.

WHEREFORE, Movant requests that the Court enter an Order striking the Respondent's Appeal.

Date: 2/8/08



Richard Fullington, Jr.

FILED  
MAR 27 2004  
6/10/01  
William A. Shaw  
Notary/Clerk of Courts  
3 CENT TO  
PLFFR

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

RICHARD FULLINGTON, :  
Plaintiff, : CIVIL ACTION  
vs. : No. 13 - 2008, C.D.  
CHRISTINA ADAM, : Type of Pleading:  
Defendant. : MOTION FOR RESCHEDULING  
: Filed on behalf of: PLAINTIFF  
: Counsel of Record for this  
: Party: PRO SE  
: J. Richard Fullington  
: 6293 Clearfield Woodland Hwy.  
: Clearfield, PA 16830  
: 814/765-8882

RICHARD FULLINGTON,  
Plaintiff,  
vs  
CHRISTINA ADAM,  
Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION  
:  
: No. 13 - 2008, C.D.  
:

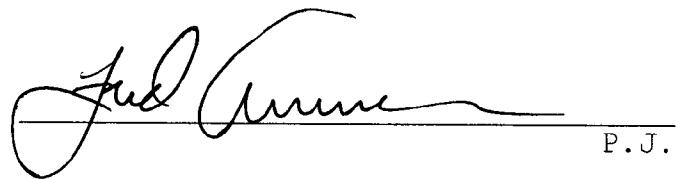
**ORDER OF COURT**

IN CONSIDERATION of the Plaintiff's Motion,  
THIS 27<sup>th</sup> day of March, 2008, the Court hereby grants the  
requested Motion and issues the following Rule to Show Cause:

IT IS hereby ORDERED that a Rule shall be issued upon the  
Respondent, Christina Adam, to show cause, if any which she may  
have, why Movant's Motion to Strike should not be granted with  
costs assessed against the Respondent.

Said Rule returnable on the 2<sup>nd</sup> day of May, 2008;  
a Hearing in this matter, if necessary, is to be held on the  
2<sup>nd</sup> day of May, 2008, at 9:30 A.m. in Court Room  
1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
P.J.

10:17 AM  
12/1/08  
William A. Shaw (6K)  
Prothonotary/Clerk of Courts  
3CC Piff

RICHARD FULLINGTON, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA  
:  
vs : CIVIL ACTION  
:  
CHRISTINA ADAM, : No. 13 - 2008, C.D.  
Defendant. :  
:

**MOTION FOR RESCHEDULING**

AND NOW, March 27, 2008, comes the Plaintiff and files the following Motion requesting that this Court reschedule the deadlines set forth in the Rule to Show Cause dated February 11, 2008:

1. The Plaintiff requests that the Hearing scheduled for March 27, 2008, at 11:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, be rescheduled at the Court's convenience.

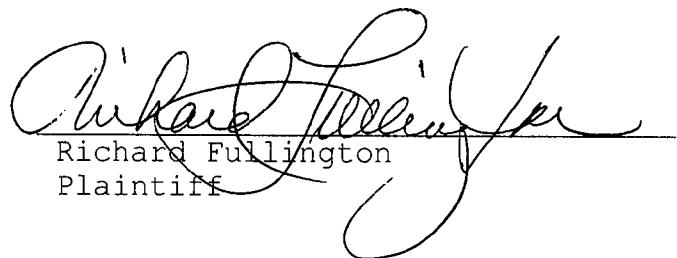
2. The Defendant avers as grounds for this motion that the Hearing scheduled for this date was scheduled by Rule to Show Cause dated February 11, 2008.

3. On February 11, 2008, the Defendant filed a Motion to Strike the Appeal filed by the Defendant herein.

4. This Court issued a Rule to Show Cause dated February 11, 2008, stating that the Defendant would have until March 14, 2008, to respond to the Plaintiff's Motion, and if the Defendant would file a response, a Hearing would be held on March 27, 2008. Said Rule was forwarded to the Plaintiff for service upon the Defendant.

5. The Plaintiff did not understand his duty and, therefore, failed to serve the Defendant with said Rule and, therefore, requests that this Court issue another Rule providing new deadlines for response and hearing to the Plaintiff's Motion to Strike Appeal for service upon the Defendant.

WHEREFORE, the Defendant respectfully requests that this Court issue a revised Rule to Show Cause.



Richard Fullington  
Plaintiff

RICHARD FULLINGTON,  
Plaintiff,  
vs  
CHRISTINA ADAM,  
Defendant.

: IN THE COURT OF COMMON PLEAS OF  
: CLEARFIELD COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION  
:  
: No. 13 - 2008, C.D.  
:

**CERTIFICATE OF SERVICE**

I, Richard Fullington, do hereby certify that a true and correct copy of the within Motion was served via first class mail, postage prepaid, addressed as follows:

Christina Adam  
2611 Montgomery Run Road  
Clearfield, PA 16831

Dated: March 27, 2008

  
Richard Fullington  
Plaintiff

111

MAR 31 2009

0/11:35(4)

William A. Shaw  
Prothonotary/Clerk of Courts

6

1 cent to per

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

RICHARD FULLINGTON,  
Plaintiff, : CIVIL ACTION  
vs. : No. 13 - 2008, C.D.  
CHRISTINA ADAM, : Type of Pleading:  
Defendant. : CERTIFICATE OF SERVICE  
: Filed on behalf of: PLAINTIFF  
: Counsel of Record for this  
: Party: PRO SE  
: J. Richard Fullington  
: 6293 Clearfield Woodland Hwy.  
: Clearfield, PA 16830  
: 814/765-8882

RICHARD FULLINGTON, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA  
vs :  
CHRISTINA ADAM, : CIVIL ACTION  
Defendant. :  
: No. 13 - 2008, C.D.  
:

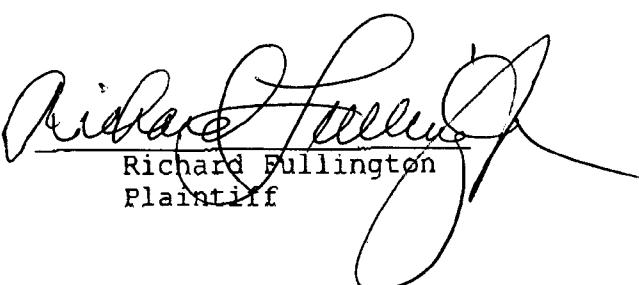
**CERTIFICATE OF SERVICE**

I, Richard Fullington, do hereby certify that a true and correct copy of the Order of Court dated March 27, 2008, was served via first class mail, postage prepaid, addressed as follows:

Christina Adam  
2611 Montgomery Run Road  
Clearfield, PA 16831

Dated: March 28, 2008

Richard Fullington  
Richard Fullington  
Plaintiff



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

RICHARD FULLINGTON

}

VS

} NO. 08-13-CD

CHRISTINA ADAM

}

O R D E R

FILED  
MAY 05 2008  
05/05/08  
William A. Shaw  
Prothonotary/Clerk of Courts  
CEN to  
Natty (2)  
Achille &  
Derry  
(1)

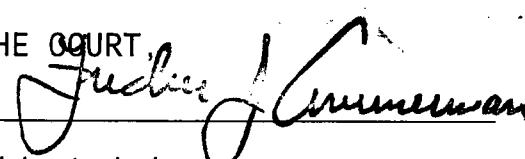
NOW, this 2nd day of May, 2008, following discussion  
on the record as will appear relative the Motion to Strike  
Appeal filed on behalf of Richard Fullington, it is the ORDER of  
this Court as follows:

1. The Prothonotary shall note the entry of  
appearance of John Achille, Esquire, as attorney for Richard  
Fullington;

2. Counsel shall have no more than Fifteen (15) Days  
from this date to submit a letter brief to the Court setting  
forth appropriate argument as to why the Motion to Strike should  
be GRANTED.

BY THE COURT,

President Judge



12-4-5-08

✓ Responsible for serving all appropriate parties.  
✓ Plaintiff(s) Attorney \_\_\_\_\_  
✓ Defendant(s) Attorney \_\_\_\_\_  
Other \_\_\_\_\_  
Special Instructions:  
✓ Lawyer's office has provided service to the following parties:  
✓ Lawyer(s) \_\_\_\_\_  
Defendant(s) Attorney \_\_\_\_\_  
Other \_\_\_\_\_

**FILED**

MAY 05 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DEF.  
2611 Montgomery Run Rd  
CWD 164

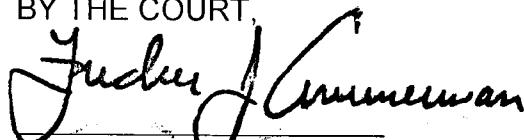
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RICHARD FULLINGTON, \*  
Plaintiff \*  
vs. \* NO. 08-13-CD  
CHRISTINA ADAM, \*  
Defendant \*

O R D E R

NOW, this 21st day of May, 2008, it is the ORDER of this Court that the Plaintiff's Motion to Strike Appeal be and is hereby DISMISSED.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

60  
FILED  
03/4/2008  
MAY 21 2008 100 Def.-  
2011 Montgomery  
William A. Shaw  
Prothonotary/Clerk of Courts  
Clearfield, PA  
Run Rd.  
16830

FILED

JUN 03 2008

M/ 10:30 AM

William A. Shaw  
Prothonotary/Clerk of Courts

CFM TO ATT W/NOTICE

NOTICE TO DEF.

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

RICHARD FULLINGTON,  
Plaintiff,

vs.

CHRISTINA ADAM,  
Defendant.

: CIVIL ACTION - Law

: No.: 13 C.D. 2008

: Type of Pleading:

: PRAECIPE FOR ENTRY  
: OF JUDGMENT

: Filed on behalf of: Plaintiffs

: Counsel of Record for this  
: Party:

: John G. Achille, Esquire  
: Achille, Ellermeyer & French,  
: Attorneys at Law  
: 379 Main Street  
: Brookville, PA 15825  
: 814 849-6701  
: I.D. No. 28431

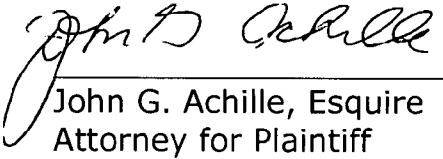
RICHARD FULLINGTON, : IN THE COURT OF COMMON PLEAS OF  
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA  
vs. :  
CHRISTINA ADAM, : CIVIL ACTION - Law  
Defendant. :  
: No.: 13 C.D. 2008  
:

**PRAECIPE FOR ENTRY OF JUDGMENT**

TO THE PROTHONOTARY:

Please enter Judgment against Christina Adam in the amount of \$2,130 plus costs and statutory interest. Attached hereto is a true and correct copy of the notice of intent to take a default judgment served upon the Defendant Christina Adam along with a Certificate of Service dated May 9, 2008.

5/22/08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John G. Achille, Esquire  
Attorney for Plaintiff

RICHARD FULLINGTON, : IN THE COURT OF COMMON PLEAS  
Plaintiff, : CLEARFIELD COUNTY, PENNSYLVANIA  
: :  
vs : CIVIL ACTION  
: :  
CHRISTINA ADAM, : No. 13 - 2008 C.D.  
Defendant. : :  
: Type of Pleading:  
: 10 Day Notice  
: :  
: Filed on behalf of: PLAINTIFF  
: :  
: Counsel of Record for this  
: party:  
: :  
: John G. Achille, Esquire  
: ACHILLE & ELLERMEYER  
: Attorneys at Law  
: 379 Main Street  
: Brookville, PA 15825  
: I.D. Number 28431

**NOTICE OF INTENT TO TAKE A DEFAULT JUDGMENT**

To: Defendant

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Daniel J. Nelson, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 ext. 5982

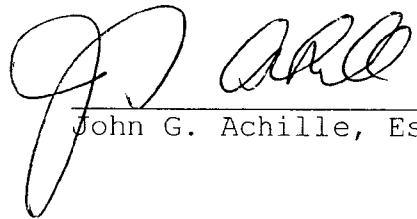
Date of Notice: May 9, 2008

**CERTIFICATE OF SERVICE**

I, John G. Achille, hereby certify that a true and correct copy of the foregoing was served on the following **NOTICE OF INTENT TO TAKE A DEFAULT JUDGMENT** US Mail, first class, postage paid, this 9th Day of May, 2008:

Christina Adam  
2611 Montgomery Run Road  
Clearfield, PA 16831

Dated: May 9, 2008



John G. Achille, Esquire

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

Richard Fullington

Vs.

No. 2008-00013-CD

Christina Adam

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$2,130.00 on June 3, 2008.

William A. Shaw  
Prothonotary

---

William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,

PENNSYLVANIA

JOHN FULLINGTON,

) CIVIL ACTION - LAW  
)  
Plaintiff, ) No. 13 - 2008, C.D.  
)  
v. )  
) NOTICE OF SERVICE OF  
CHRISTINA ADAM, ) INTERROGATORIES AND REQUEST  
Defendant. ) FOR PRODUCTION OF DOCUMENTS  
 ) PROPOUNDED TO DEFENDANT FOR  
 ) THE PURPOSE OF DISCOVERY OF  
 ) ASSETS OF THE DEFENDANT  
 ) PURSUANT TO RULE 3117 OF THE  
 ) PENNSYLVANIA RULES OF CIVIL  
 ) PROCEDURE  
)  
 ) Filed on behalf of Plaintiffs  
)  
 ) Counsel of Record for this  
 ) Party:  
)  
 ) John G. Achille, Esquire  
 ) PA Supreme Court ID# 28431  
 ) ACHILLE & ELLERMAYER  
 ) Attorneys at Law  
 ) 379 Main Street  
 ) Brookville, PA 15825-1221  
 ) (814) 849-6701

FILED No CC  
m/11/08 am  
JUL 07 2008  
LS

William A. Shaw  
Prothonotary/Clerk of Courts

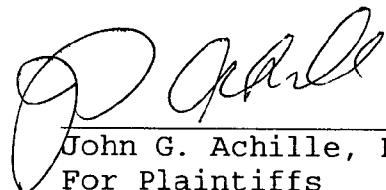
JOHN FULLINGTON, ) COURT OF COMMON PLEAS OF  
Plaintiff, ) CLEARFIELD COUNTY,  
v. ) PENNSYLVANIA  
 )  
CHRISTINA ADAM, )  
 )  
Defendant. )

**NOTICE OF SERVICE OF INTERROGATORIES AND REQUEST FOR  
PRODUCTION OF DOCUMENTS PROPOUNDED TO DEFENDANT FOR  
THE PURPOSE OF DISCOVERY OF ASSETS OF THE DEFENDANT  
PURSUANT TO RULE 3117 OF THE PENNSYLVANIA  
RULES OF CIVIL PROCEDURE**

I certify on the date set forth below a true and correct  
copy of Interrogatories and Request for Production of Documents  
Propounded to Defendant for the Purpose of Discovery of Assets  
was served on the following via First Class U.S. Mail:

Christina Adam  
2611 Montgomery Run Road  
Clearfield, PA 16831

Date: 7/30/08

  
John G. Achille, Esquire  
For Plaintiffs  
PA Supreme Court ID #28431

ACHILLE & ELLERMEYER  
Attorneys at Law  
379 Main Street  
Brookville, PA 15825-1221  
(814) 849-6701

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

PAMELA ADAMS, :  
Plaintiff :  
: :  
vs. : No. 2008-13-CD  
: :  
ROY BUMBARGER, :  
Defendant :  
:

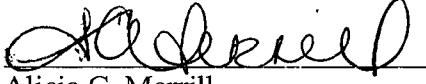
CERTIFICATE OF SERVICE

I, Alicia C. Merrill, Esquire, hereby certify this 21 day of March, 2014, I  
served a true and correct copy of the Plaintiff's Criminal Record/Abuse History  
Verification filed in the above captioned matter to the following individuals at the  
address listed by first class mail, postage prepaid:

Roy Bumbarger  
Clearfield County Jail  
115 21<sup>st</sup> Street  
Clearfield, PA 16830

(16) REC'D NOCC  
S 0/2/32pm  
MAR 25 2014

PROSECUTOR'S OFFICE  
COURTS

  
Alicia C. Merrill  
PA Attorney ID #314320  
MIDPENN LEGAL SERVICES  
211 East Locust Street  
Clearfield, PA 16830  
(814)765-9646  
*Attorney for Plaintiff*