

08-789-CD

Robert Hrin al vs Joseph Andres al

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT HRIN and DEBORAH D. HRIN,
individually and doing business as
CARPET SPA,

Claimants

v.

JOSEPH W. ANDRES and
KIMBERLY A. ANDRES,

Owners

: No. 08-789 CD
: MECHANIC'S LIEN CLAIM
: LIEN: \$3,753.77
: PROPERTY:
: 2067 Oklahoma Salem Road
: DuBois, Pennsylvania 15801
: Counsel of Record for
: Claimant:
: Matthew B. Taladay, Esq.
: Supreme Court No. 49663
: Hanak, Guido and Taladay
: 528 Liberty Boulevard
: P.O. Box 487
: DuBois, PA 15801
: (814) 371-7768

Dated: April 28, 2008

FILED *Atty pd
7/12/2008
APR 29 2008* *cc to Sheriff*
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

ROBERT HRIN and DEBORAH D. HRIN, : No.
individually and doing business as :
CARPET SPA, : MECHANIC'S LIEN CLAIM
Claimants :
v. : LIEN: \$3,753.77
: :
JOSEPH W. ANDRES and : PROPERTY:
KIMBERLY A. ANDRES, : 2067 Oklahoma Salem Road
Owners : DuBois, Pennsylvania 15801
:

MECHANIC'S LIEN CLAIM

Claimants, ROBERT HRIN and DEBORAH D. HRIN, individually and doing business as CARPET SPA, by and though their attorneys, pursuant to the Mechanic's Lien Law of 1963, 49 P.S. §§1101 et seq., files and perfects this Mechanic's Lien Claim against the above-referenced property, as follows:

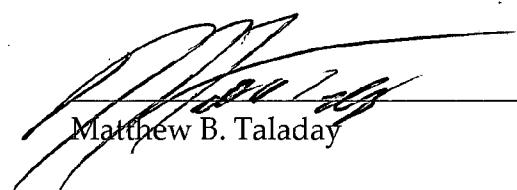
1. The names of the party claimants are ROBERT HRIN and DEBORAH D. HRIN, husband and wife, residing at 800 Chan Road, Falls Creek, Pennsylvania 15840 ("Claimant"). At all times relevant to this Lien, Claimants were doing business as CARPET SPA, located at 800 Chan Road, Falls Creek, Pennsylvania 15840. Claimants file this Mechanic's Lien Claim (the "Claim") as a contractor.
2. The name and address of the owners of the property subject to this Claim is JOSEPH W. ANDRES and KIMBERLY A. ANDRES, husband and wife, residing at 153 Treasure Lake, DuBois, Pennsylvania 15801 ("Owners").
3. The property subject to a lien is all that certain piece, parcel or lot of land, including dwelling house and appurtenances, situate in the City of DuBois, Clearfield County, Pennsylvania, and having a street address of 2067 Oklahoma Salem Road, DuBois, Pennsylvania 15801. The legal description of the property, as contained in the deed to Owners is attached hereto as Exhibit "A" and incorporated herein by reference. The property is further described as that

property conveyed to the Owners by deed recorded in the Clearfield County Recorder of Deeds on November 15, 2006 at Instrument Number 200619200.

4. The date upon which Claimants completed the work for which this claim is made was March 11, 2008.
5. The Claimants performed labor and services and furnished material under an oral contract made with the Owners on March 8, 2008.
6. The general nature and character of the labor and material furnished by Claimants was in connection with water damage suffered at the Owners' property. Claimants were contracted to perform services in the nature of inspection, assessment of damages, equipment transfer and setup, water extraction, application of anti-microbial agent and cleanup. A project summary and description of the services performed and prices charged from March 8, through March 11, 2008 is attached hereto collectively as Exhibit "B".
7. The amount due to Claimants for services performed under the oral contract is \$3,753.77, plus interest.
8. The water extraction services were terminated by Claimants before completion of the job because the Owners refused to pay for services performed, and the parties could not reach an agreement on the financial terms to complete the job.
9. Claimants have made repeated requests of the Owners for payment of \$3,753.77, for the furnishing of labor and materials as outlined in Exhibit "B" hereto. There has been no payment on Owners' account.

WHEREFORE, Claimants assert a lien upon the said real property as herein described for the amount of \$3,753.77.

Respectfully Submitted,



Matthew B. Taladay

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

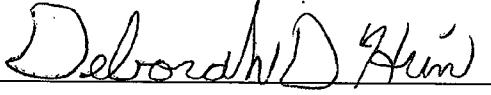
ROBERT HRIN and DEBORAH D. HRIN, :
individually and doing business as :
CARPET SPA, : MECHANIC'S LIEN CLAIM
Claimants :
v. : LIEN: \$3,753.77
: :
JOSEPH W. ANDRES and : PROPERTY:
KIMBERLY A. ANDRES, : 2067 Oklahoma Salem Road
Owners : DuBois, Pennsylvania 15801

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared ROBERT HRIN and DEBORAH D. HRIN, who, after being duly sworn according to law, did depose and say that they are the Claimants described in the foregoing Mechanic's Lien Claim; and that the facts set forth in the foregoing Mechanic's Lien Claim are true and correct to the best of their knowledge, information and belief.

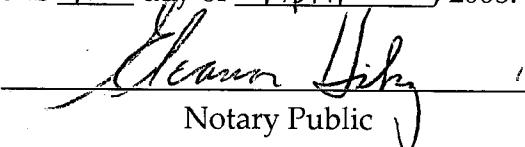


Robert Hrin



Deborah D. Hrin

Sworn to and subscribed before me
this 18th day of April, 2008.



Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Eleanor Haky, Notary Public

City of DuBois, Clearfield County

My Commission Expires March 24, 2012

Member, Pennsylvania Association of Notaries

ALL that certain lot or piece of land situated in the Township of Sandy, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit:

COMMENCING at the fork of those two certain public roads known in sandy Township as the Salem Road and Kriner Road on lands now or formerly of DuBois Grange No. 808 of the Patrons of Husbandry;

THENCE by said Kriner Road West one hundred fifty (150) feet to a post;

THENCE from said post on corner North one hundred twenty-five (125) feet to a post;

THENCE from said corner East one hundred fifty (150) feet to a post corner on line of the said Salem public road;

THENCE by said Salem Road South one hundred twenty five (125) feet to a post corner in the fork of said roads and place of beginning.

RESERVING minerals from twenty (20) feet down, with right of entry and removal, as set forth in the deed from William Bogler, dated March 20, 1893 recorded in Deed Book Vol. 75, page 98, dated March 20, 2893.

Exhibit "A"

**CARPET SPA RESTORATION
PROJECT SUMMARY REPORT**

Notes:

The call was received at 1:00 pm on Saturday 03/08/08. Owner called back stating not to arrive at job till at least 3:00 pm, because the plumber was there fixing a pipe. Owner called back at 2:30 pm and gave us the ok to come over. Arrive at house at 3:00 pm meet with owner Joe Andres. Assess damages, sign work authorization, and begin emergency services.

The preliminary inspection using non-invasive means and digital thermal imaging revealed trapped moisture beneath the hardwood floor in the hall way. (Most of the floor was buckled upon our arrival). Thermal imaging also revealed potential moisture wicked up to 48 inches in the kitchen wall behind the refrigerator (common wall with the hall and laundry room) and the wall along the stair case.

The dry walled area in the basement directly below the loss was reading @ >70% MC from the top to bottom. All basement walls had drywall and were showing severe secondary moisture content.

Humidity readings inside the first floor were low for a water damaged structure and compared to the outside, indicating that the trapped moisture was not evaporating quickly on its own. At the same time, the humidity level inside the basement was very high causing secondary moisture to other side of basement.

Water was extracted from carpet areas [living, den/bed, stairs]. Hardwood floors and ceramic tile were mopped up Confine drying chamber on first floor, to keep unaffected area from getting secondary damage. Water was squeegeed from basement floor. A 15x15 section of drywall was removed from ceiling of basement where water was still running out. Drywall was cleaned up and placed outside.

Several LGR dehumidifiers and a compliment of air movers were left on overnight on 03/08/08 to initiate drying and control humidity levels. Prior to departure on 03/08 an antimicrobial agent was applied to all areas exposed to moisture.

March 9th following day 7:00 am

monitor drying: moisture on windows reduced greatly, water still dripping from basement ceiling. Record moisture readings, adjust equipment. Squeegee basement floor again.

March 10, 9:00 am

Call ins. Agent to if claim was started, to find out property does not have water loss coverage. Meet with owner Joe Andres at job at 10:00 am. We discussed ins. coverage and financial obligation. Joe stated he would contact me later in the day with more information. After not hearing from Joe all day, I contacted Joe, he stated he was waiting to hear from the plumber. He also stated that either way the plumbers or his contractors ins. would cover the loss. Knowing that contractors ins. normally won't cover

EXHIBIT "B"

CARPET SPA RESTORATION
PROJECT SUMMARY REPORT

a contractors house. I told Joe I needed money down to continue work. I also explained that the damage was rather extensive and was going to be costly, and total damage costs were discussed. Joe stated he did not have any money to put down. At that point mitigation was ceased, and equipment was removed from job.

March 11, 9:00 am

I hand delivered a letter of termination to Joe at his office. Joe stated he was going to call another restoration company.

All work and equipment placement was completed as per IICRC and ANSI standards S500 and S520.

This concludes this report.

2008-03-20-1044

2008-03-20-1044

DESCRIPTION

	QNTY	UNIT COST	TOTAL
18. Dehumidifier (per 24 hour period) - XLarge - No monitoring	6.00 EA @	101.25 =	607.50
19. Dehumidifier (per 24 hour period) - Large - No monitoring	4.00 EA @	68.00 =	272.00
20. Equipment take down (hourly charge)	2.00 HR @	34.67 =	69.34
21. Equipment monitoring (hourly charge)	2.00 HR @	34.67 =	69.34
22. Equip. setup, take down & monitoring - after hrs	0.00 HR @	52.06 =	0.00
23. Equip. setup- after hrs	2.00 HR @	52.06 =	104.12
24. Air mover (per 24 hour period) - No monitoring	22.00 EA @	25.94 =	570.68
25. Air mover axial fan (per 24 hour period) - No monitoring	8.00 EA @	29.58 =	236.64
26. Emergency service call - after business hours	1.00 EA @	147.00 =	147.00

Living Room

LxWxH 18' x 18' x 8'

	QNTY	UNIT COST	TOTAL
3. Water extraction from floor - after business hours	324.00 SF @	0.51 =	165.24
9. Apply anti-microbial agent and 3 ft up affected walls- after hours	324.00 SF @	0.25 =	81.00

Bedroom 1

LxWxH 10' x 8' x 8'

	QNTY	UNIT COST	TOTAL
4. Water extraction from floor - after business hours	80.00 SF @	0.51 =	40.80
10. Apply anti-microbial agent and 3 ft up affected walls - after hours	80.00 SF @	0.25 =	20.00

Stairway

LxWxH 15' x 4' x 8'

	QNTY	UNIT COST	TOTAL
5. Water extraction from floor and 3 ft up affected walls- after business hours	60.00 SF @	0.51 =	30.60
11. Apply anti-microbial agent - after hours	60.00 SF @	0.25 =	15.00

Laundry Room

LxWxH 10' x 8' x 8'

	QNTY	UNIT COST	TOTAL
12. Apply anti-microbial agent and up 3 ft affected walls- after hours	80.00 SF @	0.25 =	20.00

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3/20/2008

Page: 2

Basement

LxWxH 34' x 31' x 8'

DESCRIPTION	QNTY	UNIT COST	TOTAL
6. Remove wet ceiling tile & drywall, bag for disp. after hrs	0.00 SF @	0.84 =	0.00
7. Water extraction from floor	1,054.00 SF @	0.36 =	379.44
13. Apply anti-microbial agent and 8 ft affected walls- after hours	1,054.00 SF @	0.25 =	263.50

Basement

LxWxH 28' x 22' x 8'

DESCRIPTION	QNTY	UNIT COST	TOTAL
8. Water extraction from floor	616.00 SF @	0.36 =	221.76
14. Apply anti-microbial agent and up 8 ft affected walls - after hours	616.00 SF @	0.25 =	154.00

Adjustments for Base Service Charges**Adjustment**

Cleaning Remediation Technician

69.34

Total Adjustments for Base Service Charges:

69.34

Line Item Totals: 2008-03-20-1044

3,537.30

Grand Total Areas:

3,776.00 SF Walls	2,430.00 SF Ceiling	6,206.00 SF Walls and Ceiling
2,430.00 SF Floor	270.00 SY Flooring	472.00 LF Floor Perimeter
1,064.00 SF Long Wall	824.00 SF Short Wall	472.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

2008-03-20-1044

3/20/2008

Page: 3

		Summary
Line Item Total		
Total Adjustments for Base Service Charges		3,467.96
Cleaning Mil Tax	@ 6.000% x	66.42
		69.34
Subtotal		3.99
Cleaning Sales Tax	@ 6.000% x	3,541.29
		3,541.29
Replacement Cost Value		212.48
Net Claim		\$3,753.77
		\$3,753.77

Carpet Spa

2008-03-20-1044

3/20/2008

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CLEARFIELD COUNTY, PENNSYLVANIA

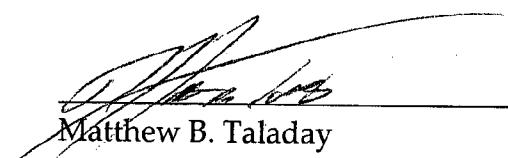
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: DuBois, Pennsylvania 15801
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NOTICE OF MECHANIC'S LIEN

TO: JOSEPH W. ANDRES
153 Treasure Lake
DuBois, PA 15801

Please be advised that a Mechanics' Lien Claim was filed in the Court of
Common Pleas of Clearfield County, Pennsylvania, on April 29, 2008, at
docket number 08-789-CD. For your convenience, a true and correct
copy of the Mechanic's Lien Claim is attached to this notice.

Dated: 04-28-08


Matthew B. Taladay
Attorney for Claimants

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

ROBERT HRIN and DEBORAH D. HRIN,
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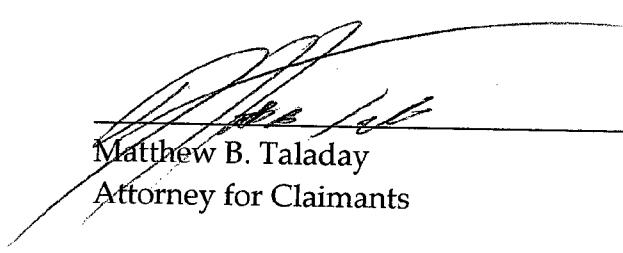
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NOTICE OF MECHANIC'S LIEN

TO: KIMBERLY A. ANDRES
153 Treasure Lake
DuBois, PA 15801

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Dated: 04-28-08


Matthew B. Taladay
Attorney for Claimants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104106
NO: 08-789-CD
SERVICE # 1 OF 2
NOTICE OF MECHANIC'S LIEN & MECHANIC'S LIEN CLAIM

PLAINTIFF: ROBERT HRIN and DEBORAH D. HRIN, Individulally & doing business as CARPET SPA
vs.
DEFENDANT: JOSEPH W. ANDRES and KIMBERLY A. ANDRES

SHERIFF RETURN

NOW, May 29, 2008 AT 2:40 PM SERVED THE WITHIN NOTICE OF MECHANIC'S LIEN & MECHANIC'S LIEN CLAIM ON JOSEPH W. ANDRES DEFENDANT AT SEC 8 LOT 213, TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIMBERLY ANDRES, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF MECHANIC'S LIEN & MECHANIC'S LIEN CLAIM AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

FILED

05/29/08
JUN 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104106
NO: 08-789-CD
SERVICE # 2 OF 2
NOTICE OF MECHANIC'S LIEN & MECHANIC'S LIEN CLAIM

PLAINTIFF: ROBERT HRIN and DEBORAH D. HRIN, Individually & doing business as CARPET SPA
VS.
DEFENDANT: JOSEPH W. ANDRES and KIMBERLY A. ANDRES

SHERIFF RETURN

NOW, May 29, 2008 AT 2:40 PM SERVED THE WITHIN NOTICE OF MECHANIC'S LIEN & MECHANIC'S LIEN CLAIM ON KIMBERLY A. ANDRES DEFENDANT AT SEC 8 LOT 213, TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO KIMBERLY ANDRES, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL NOTICE OF MECHANIC'S LIEN & MECHANIC'S LIEN CLAIM AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104106
NO: 08-789-CD
SERVICES 2
NOTICE OF MECHANIC'S LIEN & MECHANIC'S

LIEN CLAIM

PLAINTIFF: ROBERT HRIN and DEBORAH D. HRIN, Individually & doing business as CARPET SPA
vs.

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SHERIFF RETURN

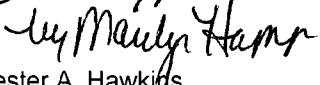
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	16655	20.00
SHERIFF HAWKINS	HANAK	16655	80.00

Sworn to Before Me This

So Answers,

Day of 2008


by 
Chester A. Hawkins
Sheriff