

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

THOMAS CHRISTOFF and FRANCINE
CHRISTOFF, Plaintiffs

vs.

DOLORES A. GILBERT,
Defendant

No. 2008-797-CD

Type of Case: Civil

Type of Pleading: COMPLAINT

Filed on behalf of Plaintiff:
Thomas Christoff and
Francine Christoff

Counsel of Record for this Party:
Laurance B. Seaman, Esquire
Supreme Court No.: 19620
Andrew P. Gates, Esquire.
Supreme Court No.: 36604

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED 1cc Attys
APR 30 2008 Gates Seaman
William A. Shaw
Prothonotary/Clerk of Courts Attys pd.
\$95.00

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

THOMAS CHRISTOFF and FRANCINE CHRISTOFF,	:		
Plaintiffs	:	No. 08-	-CD
-vs-	:		
	:		
DOLORES A. GILBERT, Defendant	:		

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DANIEL NELSON, COURT ADMINISTRATOR
Clearfield County Court House
Clearfield, PA 16830
(814) 765-2641

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

THOMAS CHRISTOFF and FRANCINE CHRISTOFF,	:		
Plaintiffs	:	No. 08-	-CD
-vs-	:		
	:		
DOLORES A. GILBERT, Defendant	:		

COMPLAINT

NOW COME, Plaintiffs, Thomas Christoff and Francine Christoff, husband and wife, by their attorneys, Gates & Seaman, and aver the following cause of action against the named Defendant, as follows:

1. Plaintiffs, Thomas Christoff and Francine Christoff, husband and wife, are adult individuals, who presently reside in Bigler Township, Clearfield County, Pennsylvania, with a mailing address of P. O. Box 254, Madera, PA 16661.

2. Defendant, Dolores A. Gilbert, widow, is an adult individual, who resides in Bigler Township, Clearfield County, Pennsylvania, with a street address of 231 Substation Road, Madera, PA 16661, and a mailing address of P. O. Box 503, Madera, PA 16661.

3. At all times relevant hereto, Plaintiffs were the owners of the residential premises situate in Bigler Township, Clearfield County, Pennsylvania, having a street address of 2116 Banion Road (also known as State Route 453), Madera, PA 16661, with Plaintiffs having obtained ownership thereof by virtue of a deed from Charles E. Webb, et ux, dated June 27, 1990, appearing of record in Clearfield County Deeds and Records Book 1352, Page 122.

4. On or about January 8, 2008, Defendant was the owner and operator of a 2002 Ford Escape SUV, having Pennsylvania License Plate No. KA6HQJ.

5. On or about January 8, 2008, at approximately 1:00 o'clock p.m., Defendant was operating the aforesaid 2002 Ford Escape SUV in a northerly direction on State Route 453, in Bigler Township, Clearfield County, Pennsylvania, when she approached Plaintiffs' residence property as described in Paragraph 3 hereof.

6. On the aforesaid date and time, Defendant lost control of her 2002 Ford Escape SUV and traveled off the east side of State Route 453 whereupon her motor vehicle traversed across the yard portion of Plaintiffs' residence property until the aforesaid 2002 Ford Escape SUV struck and plowed into the porch of Plaintiffs' three-story residence with said motor vehicle ultimately coming to rest partially on the wooden porch of said residence and partially in the living room thereof.

7. The aforesaid motor vehicle accident resulted solely from the negligence and the carelessness of Defendant.

8. The negligence and carelessness of Defendant at the time of the aforementioned motor vehicle accident, consisted of:

a. operating said 2002 Ford Escape SUV at an excessive rate of speed under the circumstances;

b. operating said 2002 Ford Escape SUV in a careless manner and in violation of 75 Pa. C.S.A. §3714;

c. operating said 2002 Ford Escape SUV without due regard for the rights, safety and position of Plaintiffs' residential structure;

d. failing to operate her 2002 Ford Escape SUV in an attentive manner;

e. operating her 2002 Ford Escape SUV in an otherwise careless, reckless and negligent manner; and

f. failing to use due care as required under the circumstances then existing.

9. As a direct and proximate result of Defendant's negligence and carelessness, as aforesaid, Plaintiffs' residential real estate, including the residential dwelling, sustained serious damages, including, but not limited to:

a. the outside porch was damaged and/or destroyed to such an extent the same will need to be entirely rebuilt, at a cost of \$26,300.00, as shown on the Proposal of Bob Polis, a photocopy of which is attached hereto and made a part hereof as Exhibit "A";

b. the outside brick flue and chimney were damaged and destroyed to the extent the same will require entirely new construction and then must be affixed to the residential structure, at a cost of \$3,300.00, as shown on the Proposal of Collins Masonry, a photocopy of which is attached hereto and made a part hereof as Exhibit "B";

c. the entire living room area on the first floor was damaged and/or destroyed to the extent that all walls, the ceiling, all flooring and sub flooring will need to be replaced, and the kitchen was damaged to the extent that the exterior doors, flooring, sub flooring, and floor joists must be removed and replaced with entirely new ones, and the cabinets must be removed, repaired and reinstalled, at a cost of \$22,800.00, as shown on the Proposal of Bob Polis, a photocopy of which is attached hereto and made a part hereof as Exhibit "C";

d. the second story room situate above the living room was damaged to the extent it will require replacement of the existing floor joists, installation of new sub flooring and flooring, the cost of which has been included in Exhibit "C";

e. the existing plumbing system was damaged to the extent that several water lines throughout the house are now broken and need replaced, while three (3) cast iron radiators damaged also need to be either repaired or replaced, at a cost of \$11,680.00, as shown on Proposal of Philipsburg Plumbing & Heating, LLC, a photocopy of which is attached hereto and made a part hereof as Exhibit "D";

f. the curtilage and yard area surrounding Plaintiffs' residential dwelling suffered extensive damage such as it will require the installation of a 3/4 ton of weathered sandstone and top soil with the lawn to be graded, reseeded and hydro-mulched over at least a 300 square foot area, at a cost of \$1,711.50, as shown on the Estimate of Gulish & Crago Landscape, L.L.C., a photocopy of which is attached hereto and made a part hereof as Exhibit "E";

g. remedial measures were required to prevent further damages to the house, such as cleaning up and removing debris from the area of the accident, placing boards in and about the circumference of the dwelling, patching large holes in the wall, and otherwise removing an unsafe closet on the second floor to prevent it from falling, at a cost of \$2,250.00, as shown on the Invoice of R & B Contracting, a photocopy of which is attached hereto and made a part hereof as Exhibit "F";

h. destruction of certain furnishings and/or appliances beyond repair, at a cost of \$4,560.12, as shown on Proposal of Mike Sahlaney Estate, Inc., a photocopy of which is attached hereto and made a part hereof as Exhibit "G"; and

i. damage beyond repair of carpeting in four (4) rooms, plus kitchen and stairway, at a cost of \$4,597.22, as shown on Proposal of Mike Sahlaney Estate, Inc., a photocopy of which is attached hereto and made a part hereof as Exhibit "H".

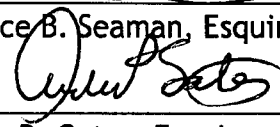
WHEREFORE, Plaintiffs demand judgment be entered against Defendant, Dolores A. Gilbert, for the property damage set forth herein in the amount of \$77,198.84, plus costs.

Respectfully submitted:

GATES & SEAMAN

By: 

Laurance B. Seaman, Esquire


Andrew P. Gates, Esquire

Attorneys for Plaintiffs,
Thomas Christoff and Francine Christoff

Date: 4/30/, 2008

Two North Front Street/P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

proposal

Bob Polis Plumbing / Custom Carpentry

309 Oakley Drive, State College, PA 16803
Phone: 814-237-2522 • Cell Phone: 814-441-1055
Fully Insured • 24 Hour Emergency Service

PROPOSAL SUBMITTED TO <i>Tom Christoff</i>		PHONE	DATE <i>2-27-08</i>
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*labor / materials for: repairs to exterior siding porch
porch roof where car entered onto the porch and into
the interior of the house*

- 1) tear out porch flooring, frame, roof to corner of porch to
main roadside of building.*
- 2) Replace frame work with treated structural joist.*
- 3) Replace flooring with yellow pine porch flooring to match
as close as possible remaining porch floor.*
- 4) Replace roofing (+) framework to match existing
exterior of porch as close as possible to original.*
- 5) Replace woodsiding destroyed, with siding matching
remaining siding, as close as possible.*
- 6) Damaged exterior to be rebuilt, as close as possible, to
original existing building.*

We propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
twenty six thousand three hundred dollars (\$ *26,300*).

Payment to be made as follows:

to be discussed, if this bid is chosen

Thank you
Bob Polis

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

PROPOSAL

FROM Collins Masonry
P. O. Box 431
Hyde, PA 16843
Phone 814-765-8050 Fax 814-765-4665

TO Tom + Francine Christoff
2116 Ranson Rd.
Madera PA 16661
378-5411 Cell 553-3553

WORK TO BE PERFORMED AT RT 453 DATE 2-20-08
STREET
CITY, STATE Madera PA 16661
DATE OF PLANS
ARCHITECT

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Clean out existing 7 Brick Flue base below ground level. Lay up approx 30' all new 7 Brick Flue w/ 8x12 Term-Catal Flue Liner. Brick will be Glen Gery Cherry Red Velore (very close to existing). Flue will be well Tied every 2' on vertical. Flue will be flashed up thru roof. All mess and debris will be cleaned up AT Completion. All Material and Labor supplied by Collins Masonry.

\$,300.00

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$

\$,300.00

payments to be made as follows: Dollars with

Any alterations or deviations from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Bucas + Burns Collins Masonry through

Respectfully submitted by
Per

James A Collins
Collins Masonry

Note - This proposal may be withdrawn by us if not accepted within ----- days.

ACCEPTANCE OF PROPOSAL

Accepted
Date

Signature
Signature

EXHIBIT "B"

Proposal

Page No. 1of 3

Pages

Bob Polis Plumbing / Custom Carpentry

309 Oakley Drive, State College, PA 16803
Phone: 814-237-2522 • Cell Phone: 814-441-1055
Fully Insured • 24 Hour Emergency Service

PROPOSAL SUBMITTED TO <u>Tom Christoff</u>		PHONE	DATE <u>2-16-08</u>
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- Labor / Materials for:
- Living room ① Install new main support, all new 2x10 joists
new 3/4" x 4 x 8 T.C. OSB sub flooring
Note: Existing floor joist may or may not be removed completely
due to structural safety until new flooring installed
- 2) Install new 2x4 Studs @ Walls with all existing walls of
living room (exterior walls to be fully insulated)
- 3) Peeling plaster to be removed completely, repairs may as needed
4. Entire living room to receive new 1/2" Dry wall.
a.) outlet wiring to be installed inside walls.
5. 4 New Double Hung Vinyl windows, Low E glass, energy
efficient, windows to be installed
6. Room to be primed, painted.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications
and conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

EXHIBIT "C" - 3 pages

Signature _____

Bob Polis Plumbing / Custom Carpentry

309 Oakley Drive, State College, PA 16803
Phone: 814-237-2522 • Cell Phone: 814-441-1055
Fully Insured • 24 Hour Emergency Service

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Kitchen:

1. Cabinets to be removed, flooring removed, new floor joists installed, floor level to outside wall as close to level as possible based ~~on~~ on existing walls, foundation etc.
2. New 3/4 T+G flooring installed.
3. (2) Exterior doors, (2) storm doors up to \$1200 total combined cost included in price =
4. Cabinets re installed on sub floor

*Exclusions: floor coverings, kitchen ceiling to be discussed.
Outside porch + fence siding.
any major structural problems not discovered at time of bid*

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

Bob Polis Plumbing / Custom Carpentry

309 Oakley Drive, State College, PA 16803
Phone: 814-237-2522 • Cell Phone: 814-441-1055
Fully Insured • 24 Hour Emergency Service

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

This bid for interior work is intended to provide two rooms structurally sound with top line quality construction.

There is room for changes modifications, within reason, within this bid, to be discussed during construction.

Home owner to be completely involved in construction as to what, and how construction will be done.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

twenty two thousand, eight hundred dollars (\$ 22,800).

Payment to be made as follows:

to be discussed, if bid is accepted

Thanks

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Bob Polis

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

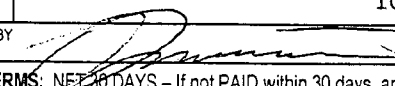
Date of Acceptance: _____

Signature _____

Signature _____

PHILIPSBURG PLUMBING & HEATING, LLC

1293 Phoenix Road
Philipsburg, PA 16866
(814) 342-0200

PHONE NO.	JOB NO.	DATE 02/22/08	
NAME Thomas Christoff			
ADDRESS			
CITY, STATE, ZIP Madera, Pa			
JOB Replumb	CASH	CHARGE	
QUANTITY	DESCRIPTION	PRICE	AMOUNT
*	Propose to repair all broken heat piping.		
*	Replace or repair at least 3 cast iron radiators. (if they are replaced, they will be replaced with used radiators)		
*	All new radiators will be painted to suit the customer.		
*	Install a temporary flue.		
*	Repair all domestic plumbing.		
PAYMENT IS DUE UPON COMPLETION			
BILL IS VALID FOR THIRTY DAYS			
TOTAL			\$11630.00
RECEIVED BY 			
TERMS: NET 30 DAYS - If not PAID within 30 days, an 1 1/2% interest charge per month will be added.			

KEEP THIS SLIP FOR REFERENCE

Thank You!

EXHIBIT "D"



GULISH & CRAGO LANDSCAPE L.L.C.
940 SUE ST.
HOUTZDALE, PA 16651

814-577-0951
FAX 814-378-7722
CELL 814-571-9545
EXTREMETREES@VERIZON.NET

Estimate

Estimate No: 211
Date: 3/12/2008

Bill To:

TOM @ FRANCINE CHRISTOFF
RT 453 BANION RD
MADERA PA 16661

Code	Description	Qty/Hours	Rate	Tax %	Amount
	3/4 TON WEATHERED SANDSTONE	0.75	\$600.00	6.00%	\$450.00
	TOPSOIL, SEED, HYDROMULCH. TO REPAIR 300 SQ. FT. LAWN	300.00	\$0.25	6.00%	\$75.00
	LABOR TO INSTALL	21.00	\$55.00	0.00%	\$1,155.00

Subtotal	\$1,680.00
Tax	\$31.50
Total	<u>\$1,711.50</u>

R & B Contracting

P.O. Box 211 • Ramey • Pa • 16671 • Phone 378-8550 1-800-938-0191 fax 378-6628

Invoice

TOTAL DUE 2,250.00

Salesperson Josh Berndt
 Invoice number Invoice
 Invoice date 2-13-08
 Customer ID Christoff
 Terms Invoice
 Date shipped
 Shipped via
 Tax ID # 25 14 67264
 Prepaid / Collect
 Tax exempt
 Reason
 Exemption no.

SOLD TO

Name Tom and Francine Christoff
 Address (line 1) Rt 453
 Address (line 2)
 City, State or Prov. Madera, Pa
 Postal code, Country
 cell 553-3553
 Fax
 Phone
 Company

SHIPPED TO

Name
 Address (line 1)
 Address (line 2)
 City, State or Prov.
 Postal code, Country
 Company name

Please make checks payable to:

R & B Contracting

QTY	DESCRIPTION	PRICE EACH	TOTAL
	Clean area of accident		
	Board In and secure hole in wall		
	Remove unsafe closet		2,250.00

SUBTOTAL 2,250.00

Sales tax %

SHIPPING & HANDLING

PAYMENTS

PLEASE PAY THIS AMOUNT 2,250.00

TERMS: Net 07 days

EXHIBIT "F"

MIKE SAHLANEY ESTATE, INC.

FURNITURE • CARPETING • APPLIANCES

714 Hannah Street • Houtzdale, PA 16651

Phone: 814-378-7679 or 378-7622

Fax: 814-378-6205

April 8, 2008

Francine Christoff

378-5411 her shop

Madera, Pa.

LA-Z-BOY

One Sofa \$ 995.00

One Loveseat 945.00

One Rocker Recliner 535.00

G.E.

One 18.2 cu.ft. Refrigerator 595.00

ECI

One Oak Table

Four Side chairs 695.00

One cocktail Table 179.00

Two End Tables @\$179.00 ea. 358.00

\$ 4302.00

6% Sales Tax 258.12

Total \$ 4560.12

MIKE SAHLANEY ESTATE, INC.

FURNITURE • CARPETING • APPLIANCES

714 Hannah Street • Houtzdale, PA 16651

Phone: 814-378-7679 or 378-7622

Fax: 814-378-6205

J. H. Sahlaney Chautaff

Madison, Pa

Sept 9 2008

378-5411 - her shop

Here are the measurements for carpeting that she needs piece - Chardwick, TI 51961

plush carpet

2 rooms 16' x 18' ea 1 - 15' x 18' = 30 sq yds

1 - 15' x 21' = 35 sq yds

one room 15' x 18' = 1 - 15' x 18' 30 sq yds

one room 14' x 17' = 1 - 15' x 18' = 30 sq yds

Carpet - 21.00

padding - 4.00

padding - 3.95

125 sq yds

at 28.95

28.95 sq yds

3618.00

Stairway 14 steps with one 363 inches

12 x 6

3

12 x 9

347.00

Barber carpeting for Kitchen Summit

carpet

15-95 1 pc 12 x 14 = 18 2/3 sq yds

372.00

4.00 padding

19.95

4337.00

60.00 labor

200.22

4597.22

VERIFICATION

We, THOMAS CHRISTOFF and FRANCINE CHRISTOFF, the undersigned, verify that we are the Plaintiffs in the within action, and that the statements made in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. We the undersigned understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Thomas Christoff


Francine Christoff

Date: 4-28-08

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

THOMAS CHRISTOFF and
FRANCINE CHRISTOFF,

Plaintiffs

vs.

No. 2008-797 CD

DOLORES A. GILBERT,

Defendant

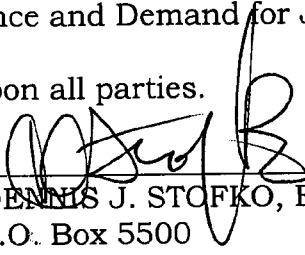
ENTRY OF APPEARANCE

Please enter my appearance for Defendant in the above matter. Papers
may be served at the address listed below.

DEMAND FOR JURY TRIAL

Pursuant to Rule 1007.1 of the Pennsylvania Rules of Civil Procedure, as
amended, a Jury Trial is demanded on all issues raised by the pleadings in this
action.

I certify this Entry of Appearance and Demand for Jury Trial shall be
served forthwith by ordinary mail upon all parties.


DENNIS J. STOFKO, ESQUIRE
P.O. Box 5500
Johnstown, Pa. 15904
814.262-0064
ID 27638

FILED

MT10:1930x
MAY 23 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS CHRISTOFF and FRANCINE CHRISTOFF, :
Plaintiffs : No. 08- 797 -CD
-vs- :
DOLORES A. GILBERT, Defendant :

CERTIFICATE OF SERVICE

I hereby certify that on the 18 day of June, 2008, a true and correct copy of the Plaintiffs' Response to Request for Production was sent by regular U. S. mail to:

Dennis J. Stofko, Esquire
STOFKO LAW OFFICES
969 Eisenhower Boulevard, Suite E
P. O. Box 5500
Johnstown, PA 15904

Gates & Seaman

By:



Laurance B. Seaman, Esquire
Attorney for Plaintiffs

FILED (62)

03:30 PM 62
JUN 18 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS CHRISTOFF and
FRANCINE CHRISTOFF,
Plaintiffs

vs.

DOLORES A. GILBERT,
Defendant

No. 08-797-CD

Type of Case: Civil

Type of Pleading: PLAINTIFFS'
REPLY TO NEW MATTER OF DEFENDANT

Filed on behalf of:
Plaintiffs

Counsel of Record for this Party:
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED (60)

0 3:30 P.M. GR
JUN 18 2008 NO CC

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS CHRISTOFF and FRANCINE CHRISTOFF,	:	
Plaintiffs	:	No. 08- 797 -CD
-vs-	:	
	:	
DOLORES A. GILBERT, Defendant	:	

PLAINTIFFS' REPLY TO NEW MATTER OF DEFENDANT

AND NOW, come THOMAS CHRISTOFF and FRANCINE CHRISTOFF, by and through their undersigned counsel, and hereby respond to the New Matter as follows:

10. Denied. In answer thereto, it is averred that Plaintiffs' duly mitigated their damages under the circumstances then and there existing, by protecting the house and contents as well as possible, including, but not limited to, closing in the house with plywood, draining the pipes and commodes and placing antifreeze in the plumbing system. In further answer thereto, no pipes froze nor burst and only two radiators became damaged. In further answer thereto, it is averred that because of the damages caused to the house by Defendant, the heating system was damaged and became inoperable.

11. Denied. In answer thereto, Paragraph 10 is incorporated herein by reference. In further answer thereto, Defendant is legally obligated to pay for all damages.

12. Denied. In answer thereto, it is averred that Plaintiffs' claimed damages and costs of repair and replacement are not excessive, but are reasonable and

necessary and do reflect a true value of Plaintiffs' losses. In further answer thereto, Paragraph 9 of the Complaint is incorporated herein by reference.

WHEREFORE, Plaintiffs, THOMAS CHRISTOFF and FRANCINE CHRISTOFF, demand judgment be entered against Defendant, DOLORES A. GILBERT, for the damages set forth in the Complaint.

Respectfully submitted,

GATES & SEAMAN

By: 

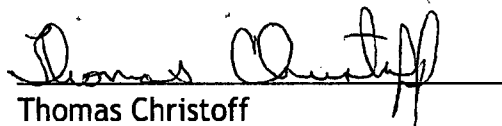
Laurance B. Seaman, Esquire
Attorney for Plaintiffs,
Thomas Christoff and
Francine Christoff

Date: June 18, 2008.

Two North Front Street
Clearfield, PA 16830
(814) 765-1766

VERIFICATION

The undersigned verify that they are the Plaintiffs in the within action, and that the statements made in the foregoing Reply are true and correct to the best of their knowledge, information and belief. The undersigned understand that false statements made herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.


Thomas Christoff


Francine Christoff

DATE: 6-17, 2008

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

THOMAS CHRISTOFF and FRANCINE CHRISTOFF,	:	
Plaintiffs	:	No. 08- 797 -CD
-vs-	:	
	:	
DOLORES A. GILBERT, Defendant	:	

CERTIFICATE OF SERVICE

I hereby certify that service was made upon the Defendant by mailing a true and correct copy of Plaintiffs' Reply to New Matter of Defendant to counsel for Defendant on June 18, 2008 by regular U. S. Mail, postage prepaid to:

Dennis J. Stofko, Esquire
STOFKO LAW OFFICES
969 Eisenhower Boulevard, Suite E
P. O. Box 5500
Johnstown, PA 15904

GATES & SEAMAN

BY: 

Laurance B. Seaman, Esquire
Attorney for Plaintiffs

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

THOMAS CHRISTOFF and
FRANCINE CHRISTOFF,
Plaintiffs

vs.

DOLORES A. GILBERT,
Defendant

No. 08-797-CD

Type of Case: Civil

Type of Pleading: AFFIDAVIT OF SERVICE
OF NOTICE OF DEPOSITION

Filed on behalf of:
Plaintiffs

Counsel of Record for this Party:
Laurance B. Seaman, Esquire

Supreme Court No.: 19620

GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, Pennsylvania 16830
(814) 765-1766

FILED No cc.

0111:37LM
JUL 09 2008

LM

William A. Shaw
Prothonotary/Clerk of Courts

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

THOMAS CHRISTOFF and FRANCINE CHRISTOFF,
Plaintiffs

-vs-

DOLORES A. GILBERT, Defendant

No. 08- 797 -CD

AFFIDAVIT OF SERVICE

I, Laurance B. Seaman, Esquire, Attorney for Plaintiff, certify that a true and correct copy of a Notice of Taking Deposition, a photocopy of which is attached hereto as Exhibit "A", was forwarded by regular first-class mail, postage prepaid, on the 9th day of July, 2008, to:

Dolores A. Gilbert, Defendant
c/o Dennis J. Stofko, Esquire
STOFKO LAW OFFICES
969 Eisenhower Boulevard, Suite E
P. O. Box 5500
Johnstown, PA 15904

Sargent's Court Reporting
106 North Second Street
Clearfield, PA 16830

GATES & SEAMAN

By: 

Laurance B. Seaman, Esquire
Attorney for Plaintiffs,
Thomas Christoff and
Christine Christoff

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

THOMAS CHRISTOFF and FRANCINE CHRISTOFF,
Plaintiffs

-vs-

DOLORES A. GILBERT, Defendant

:
:
:
:
:

No. 08- 797 -CD

NOTICE OF TAKING DEPOSITION

TO: Dolores A. Gilbert, Defendant
c/o Dennis J. Stofko, Esquire
STOFKO LAW OFFICES
969 Eisenhower Boulevard, Suite E
P. O. Box 5500
Johnstown, PA 15904

NOTICE is given herewith that the deposition of DOLORES A. GILBERT will be taken on oral examination at the offices of SARGENT'S COURT REPORTING, 106 North Second Street, Clearfield PA 16830, on Wednesday, September 3, 2008, commencing at 2:00 o'clock p.m. at which time you are invited to attend and participate. The deposition shall continue from day to day until completed, and will be taken before a notary public or some other officer authorized by law to administer oaths.

The scope of said deposition will include inquiry into all facts concerning all matters relevant to the issues raised in the case and is for use in discovery and/or at trial.

Date: July 9, 2008

GATES & SEAMAN

By:



Laurance B. Seaman, Esquire
Attorney for Plaintiffs,
Thomas Christoff and Christine Christoff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104111
NO: 08-797-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: THOMAS CHRISTOFF and FRANCINE CHRISTOFF
vs.
DEFENDANT: DOLORES A. GILBERT

SHERIFF RETURN

NOW, May 06, 2008 AT 4:35 PM SERVED THE WITHIN COMPLAINT ON DOLORES A. GILBERT DEFENDANT AT 231 SUBSTATION ROAD, MADERA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DOLORES A. GILBERT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	GATES	36840	10.00
SHERIFF HAWKINS	GATES	36840	39.62

FILED


07:20 PM
AUG 13 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,


Chester A. Hawkins
Sheriff

FILED

NOV 12 2008

m/11:20/

William A. Shaw
Prothonotary/Clerk of Courts

\$ 1 cent to Attys

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

THOMAS CHRISTOFF and
FRANCINE CHRISTOFF,

Plaintiffs

vs.

No. 2008-797 CD

DOLORES A. GILBERT,

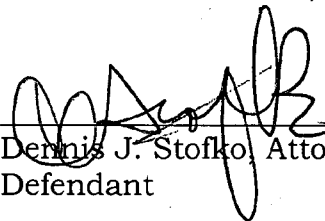
Defendant

PRAECIPE

Please mark the above captioned matter ended, settled and forever
discontinued.



Laurance B. Seaman, Attorney for
Plaintiffs



Dennis J. Stofko, Attorney for
Defendant

FILED
NOV 12 2008
Prothonotary/Clerk of Courts
William A. Shawk