

08-906-CD  
Ronald Cussins vs Joseph Andres al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

MAY 15 2008

01115/way

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE OF  
APPEAL & PETITION  
TO MPA FORM

Lucas, Ronald N  
(Plaintiff)

1007 T-C  
(Street Address)

Dubois Pa. 15801  
(City, State ZIP)

vs.

Joseph Andre  
(Defendant)

153 T-C  
(Street Address)

Dubois Pa 15801  
(City, State ZIP)

CIVIL ACTION NO. 2008-906 (D Plaintiff

Type of Case: Civil

Type of Pleading: District Justice  
APPEAL

Filed on Behalf of:

(Plaintiff/Defendant)

Joseph Andre  
(Filed by)

153 T-C, Dubois Pa 15801  
(Address)

844-371-1802  
(Phone)

Joseph Andre  
(Signature)

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46<sup>TT</sup>  
 Judicial District, County Of  
 CLEARFIELD

## NOTICE OF APPEAL

FROM  
 MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-906-CJ

## 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<br><u>Joe Andres</u>   | MAG. DIST. NO.<br><u>46-3-01</u>                    | NAME OF MDJ<br><u>Patrick N. Ford</u>   |
| ADDRESS OF APPELLANT<br><u>153 Treasure Lake</u>   | CITY<br><u>Dubois</u>                               | STATE<br><u>PA</u>  |
| DATE OF JUDGMENT<br><u>4-23-08</u>   | IN THE CASE OF (Plaintiff)<br><u>Ronald Cussins</u> | (Defendant)<br><u>Joe Andres</u>  |
| DOCKET No.<br><u>CR-0000097-08</u>   |   | SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT<br> |
| <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>_____<br/>Signature of Prothonotary or Deputy</p> |   |   |

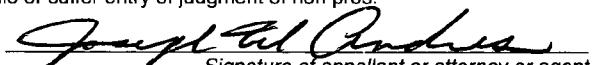
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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 Ronald Cussins \_\_\_\_\_ appellee(s), to file a complaint in this appeal  
 Name of appellee(s)

(Common Pleas No. 2008-906-CJ) 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 Ronald Cussins appellee(s)  
 Name of appellee(s)

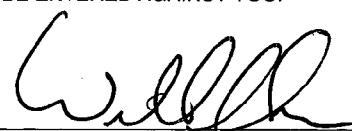
## OWNER

(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 MAY 15, 2008



Signature of Prothonotary or Deputy

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

---

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

*Signature of official before whom affidavit was made*

*Signature of affiant*

*Title of official*

My commission expires on \_\_\_\_\_, 20\_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

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

Telephone: **(814) 371-5321 15801**

**JOSEPH ANDRES**  
**153 TREASURE LAKE**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**CUSSINS, RONALD N**  
**1007 TREASURE LAKE**  
**DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT:

**ANDRES, JOSEPH, ET AL.**  
**153 TREASURE LAKE**  
**DUBOIS, PA 15801**

NAME and ADDRESS

Docket No.: **CV-0000097-08**  
Date Filed: **2/20/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **4/23/08**

|  |  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
|--|--|--------------------|--------------------|----------------|------------------|----------------------|------------|---------------|------------|--------------|--------------------|-----------------------|-----------|---------------------|-----------|------------------------------------|--|
| <input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>CUSSINS, RONALD N</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>\$ 3,278.50</b></td> </tr> <tr> <td>Judgment Costs</td> <td style="text-align: right;"><b>\$ 103.50</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>\$ 3,382.00</b></td> </tr> <tr> <td>Post Judgment Credits</td> <td style="text-align: right;"><b>\$</b></td> </tr> <tr> <td>Post Judgment Costs</td> <td style="text-align: right;"><b>\$</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Certified Judgment Total \$</b></td> </tr> </table> | Amount of Judgment | <b>\$ 3,278.50</b> | Judgment Costs | <b>\$ 103.50</b> | Interest on Judgment | <b>.00</b> | Attorney Fees | <b>.00</b> | <b>Total</b> | <b>\$ 3,382.00</b> | Post Judgment Credits | <b>\$</b> | Post Judgment Costs | <b>\$</b> | <b>Certified Judgment Total \$</b> |  |
| Amount of Judgment   |  | <b>\$ 3,278.50</b> |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Judgment Costs   | <b>\$ 103.50</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Interest on Judgment   | <b>.00</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Attorney Fees  | <b>.00</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <b>Total</b>   | <b>\$ 3,382.00</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Post Judgment Credits  | <b>\$</b>  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Post Judgment Costs  | <b>\$</b>  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <b>Certified Judgment Total \$</b>   |  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>RELIABLE CONSTRUCTION LLC</b><br>in the amount of \$ <b>3,382.00</b> |  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <input type="checkbox"/> Defendants are jointly and severally liable.  | <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>\$ 3,278.50</b></td> </tr> <tr> <td>Judgment Costs</td> <td style="text-align: right;"><b>\$ 103.50</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>\$ 3,382.00</b></td> </tr> <tr> <td>Post Judgment Credits</td> <td style="text-align: right;"><b>\$</b></td> </tr> <tr> <td>Post Judgment Costs</td> <td style="text-align: right;"><b>\$</b></td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Certified Judgment Total \$</b></td> </tr> </table> | Amount of Judgment | <b>\$ 3,278.50</b> | Judgment Costs | <b>\$ 103.50</b> | Interest on Judgment | <b>.00</b> | Attorney Fees | <b>.00</b> | <b>Total</b> | <b>\$ 3,382.00</b> | Post Judgment Credits | <b>\$</b> | Post Judgment Costs | <b>\$</b> | <b>Certified Judgment Total \$</b> |  |
| Amount of Judgment   | <b>\$ 3,278.50</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Judgment Costs   | <b>\$ 103.50</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Interest on Judgment   | <b>.00</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Attorney Fees  | <b>.00</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <b>Total</b>   | <b>\$ 3,382.00</b>   |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Post Judgment Credits  | <b>\$</b>  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| Post Judgment Costs  | <b>\$</b>  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <b>Certified Judgment Total \$</b>   |  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <input type="checkbox"/> Damages will be assessed on Date & Time _____   |  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <input type="checkbox"/> This case dismissed without prejudice.  |  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127<br>\$ _____  |  |                    |                    |                |                  |                      |            |               |            |              |                    |                       |           |                     |           |                                    |  |
| <input type="checkbox"/> Portion of Judgment for physical damages arising out of<br>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.

*4-23-08* Date *Patrick N. Ford-PNF*, 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: **4/23/08 8:16:00 AM**

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46TP  
Judicial District, County Of

CLEARFIELD

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-906-CJ

## 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<br><u>Joe Andres</u>   | MAG. DIST. NO.<br><u>410-3-01</u>                                | NAME OF MDJ<br><u>Patrick N. Ford</u> |
| ADDRESS OF APPELLANT<br><u>153 Treasure Lake</u>   | CITY<br><u>DuBois</u>  | STATE<br><u>PA</u>                    |
| DATE OF JUDGMENT<br><u>4-23-08</u>   | IN THE CASE OF (Plaintiff)<br><u>Ronald Cussins</u>              | (Defendant)<br><u>Joe. Andres</u>     |
| DOCKET No.<br><u>CV-0000097-08</u>   | SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT<br><u>Joe Andres</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 Ronald Cussins appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2008-906) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Joe Andres  
Signature of appellant or attorney or agent

RULE: To Ronald Cussins 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 MAY 15, 2008

Weller

Signature of Prothonotary or Deputy

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

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain *Return Receipt* service, please complete and attach a *Return Receipt* (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a *USPS®* postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2006 (Reverse) PSN 7530-02-000-9047

\_\_\_\_ hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_ upon the Magisterial District Judge designated herein on (date of service) May 8, 2008  by personal service  by (certified) (registered) mail,

sender's receipt attached hereto, and upon the appellee, (name) Ronald Cussins

May 8, 2008  by personal service  by (certified) (registered) mail,  
sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_, 20\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321** **15801**

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

PLAINTIFF:

**CUSSINS, RONALD N**  
**1007 TREASURE LAKE**  
**DUBOIS, PA 15801**

NAME and ADDRESS

DEFENDANT:

**ANDRES, JOSEPH, ET AL.**  
**153 TREASURE LAKE**  
**DUBOIS, PA 15801**

NAME and ADDRESS

Docket No.: **CV-0000097-08**  
Date Filed: **2/20/08**



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

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF**

(Date of Judgment) **4/23/08**

*08-906-CD*

Judgment was entered for: (Name) **CUSSINS, RONALD N**

Judgment was entered against: (Name) **RELIABLE CONSTRUCTION LLC**  
in the amount of \$ **3,382.00**

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>3,278.50</b> |
| Judgment Costs                           | \$ <b>103.50</b>   |
| Interest on Judgment                     | \$ <b>.00</b>      |
| Attorney Fees                            | \$ <b>.00</b>      |
| <b>Total</b>                             | \$ <b>3,382.00</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.

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**FILED**

*MT 10:18 PM  
MAY 20 2008*

William A. Shaw  
Prothonotary/Clerk of Courts

*4-23-08* Date *Patrick N. Ford, Jr.*, 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: **4/23/08 8:16:00 AM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**

Address: **309 MAPLE AVENUE  
PO BOX 452  
DUBOIS, PA**

**15801**

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

|               | AMOUNT           | DATE PAID      |
|---------------|------------------|----------------|
| FILING COSTS  | \$ <u>103.50</u> | <u>3/27/08</u> |
| POSTAGE       | \$ _____         | <u>1/1</u>     |
| SERVICE COSTS | \$ _____         | <u>1/1</u>     |
| CONSTABLE ED. | \$ _____         | <u>1/1</u>     |
| TOTAL         | \$ _____         | <u>1/1</u>     |

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

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 3278.50 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

*Mutual Agreement to Terminate contract. Owed difference between \$5035.00 down payment and cost of materials (\$1756.50).*

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

Ronald N. Cussins  
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

**CIVIL COMPLAINT**

PLAINTIFF:

Ronald N. Cussins  
1007 TREASURE LAKE  
DUBOIS, PA 15801

NAME and ADDRESS

DEFENDANT:

Joseph Andres, 153 TREASURE LAKE,  
DUBOIS, PA 15801  
AND  
Bel-Air Construction Building and  
Remodeling Services LLC  
153 TREASURE LAKE, DUBOIS, PA 15801

NAME and ADDRESS

Docket No.: CV-97-08  
Date Filed: 3-30-08



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

RONALD N. CUSSINS,  
Plaintiff

NO. 2008-906-C.D.

vs.

JOSEPH ANDRES and RELIABLE  
CONSTRUCTION BUILDING AND  
REMODELING SERVICES, LLC,  
Defendants

Type of Case: Breach of Contract,  
Unfair Trade Practice  
Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980

**FILED**

MAY 30 2008  
10:30 AM (6)  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CERT TO ATT

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

RONALD N. CUSSINS, :  
Plaintiff :  
: :  
vs. : NO. 2008-906-C.D.  
: :  
JOSEPH ANDRES and RELIABLE : IN DIVORCE  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LCC, :  
Defendants :  
:

NOTICE TO DEFEND AND CLAIM RIGHTS

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take prompt action. You are warned that if you fail to do so, the case may proceed without you and a decree of divorce or annulment may be entered against you by the court. A judgment may also be entered against you for any other claim or relief requested in these papers by the plaintiff. You may lose money or property or other rights important to you, including custody or visitation of your children.

When the ground for the divorce is indignities or irretrievable breakdown of the marriage, you may request marriage counseling. A list of marriage counselors is available in the Office of the Prothonotary at Clearfield County Courthouse, 230 East Market Street, Clearfield, PA 16830.

IF YOU DO NOT FILE A CLAIM FOR ALIMONY, DIVISION OF PROPERTY, LAWYER'S FEES OR EXPENSES BEFORE A DIVORCE OR ANNULMENT IS GRANTED, YOU MAY LOSE THE RIGHT TO CLAIM ANY OF THEM.

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.

IF YOU DO NOT HAVE A LAWYER, CONTACT  
Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830  
(814) 765-2641 Ext. 5982

IF YOU CANNOT AFFORD A LAWYER, CONTACT  
Keystone Legal Services  
P. O. Box 950  
Clearfield, PA 16830  
1-800-326-9177

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

RONALD N. CUSSINS, :  
Plaintiff :  
: :  
vs. : NO. 2008-906 C.D.  
: :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendants :  
:

COMPLAINT

AND NOW, comes the Plaintiff, RONALD N. CUSSINS, through his Attorney, David P. King, and for his cause of action respectfully represents as follows:

1. The Plaintiff is RONALD N. CUSSINS, an adult individual, residing at 1007 Treasure Lake, DuBois, PA 15801.
2. The Defendant, JOSEPH ANDRES, is an adult individual, residing at 153 Treasure Lake, DuBois, PA 15801.
3. The Defendant, RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, is a Limited Liability Company with its principal address at 153 Treasure Lake, DuBois, PA 15801.
4. That at all times relevant hereto, the Plaintiff was the owner of a residence as situated in Treasure Lake, Sandy Township, Clearfield County, PA.
5. At all times relevant hereto, the Defendant, JOSEPH ANDRES, was the principal and manager of RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC.

6. At all times relevant hereto, RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC was engaged in the business of providing services to the public in the nature of home construction, remodeling and repairs.

7. On or about August 22, 2007, the Plaintiff contacted RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, hereinafter referred to as "RELIABLE CONSTRUCTION" for purposes of looking at and estimating a cost of repairing a roof leak at the Plaintiff's residence.

8. The Defendant, JOSEPH ANDRES, did come to the residence of the Plaintiff and indicated that in his estimation the entire roof needed repaired rather than just the spot that was leaking.

9. The Plaintiff also indicated at that time that there was some additional work that he would like to have done.

10. Based on their conversations, the Defendant, JOSEPH ANDRES, prepared a Proposal and presented it to the Plaintiff, a copy of which is attached hereto and marked as Exhibit "A".

11. The Plaintiff signed such Proposal, and accordingly at that time gave to the Defendant a check for \$5,035.00.

12. The following day, Defendant JOSEPH ANDRES and another came to the house to prepare the roof area and to commence work the following week.

13. After consideration of the matters, the Plaintiff determined that the Proposal as mentioned above and referred to

as Exhibit "A" was not fair and reasonable, and on August 24, 2007, the Plaintiff contacted JOSEPH ANDRES to indicate that he thought the price was unfair and unreasonable.

14. At the suggestion of JOSEPH ANDRES, the Plaintiff contacted another contractor whose price for the same work was significantly less.

15. On or about August 25, 2007, Plaintiff contacted JOSEPH ANDRES to inform him that he felt that his price was still out of line, and that Plaintiff did not want to have RELIABLE CONSTRUCTION to do the work.

16. JOSEPH ANDRES indicated that he had already paid for the materials, and in response Plaintiff offered to pay and reimburse JOSEPH ANDRES for such materials.

17. With that JOSEPH ANDRES responded that he did not care who then did the work for the Plaintiff.

18. On or about September 6, 2007, a local building supplier delivered some of the materials, and more on or about September 10, 2007.

19. Plaintiff did pay the building supplier all that was due, taking into consideration a small adjustment for a return of some materials, with the final amount being \$1,756.50.

20. Plaintiff then proceeded to have another contractor complete the job and use those materials that he had paid for.

21. Subsequently, Plaintiff inquired of JOSEPH ANDRES when he would receive a refund of his monies which amounted to

\$3,273.50, this being the difference between the down payment paid by the Plaintiff, less the cost of materials.

22. Defendant, JOSEPH ANDRES, responded that he owed no further monies back to the Plaintiff.

23. Because of Defendants' failure or refusal to return those monies to the Plaintiff, the Plaintiff seeks damages as hereinafter set forth:

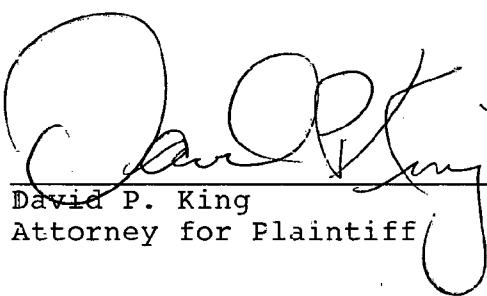
COUNT I

(BREACH OF CONTRACT)

24. The averments in Plaintiff's Paragraphs 1 through 23 above are herein incorporated by reference.

25. Plaintiff alleges that there was an agreement to mutually rescind any contract that may have existed between the Plaintiff and the Defendant, RELIABLE CONSTRUCTION, which has been breached.

WHEREFORE, Plaintiff prays your Honorable Court to enter a judgment in his favor and against the Defendant, RELIABLE CONSTRUCTION, for \$3,273.50, together with Magistrate's fees and costs, all other record costs, plus interest, and he will so ever pray.



David P. King  
Attorney for Plaintiff

COUNT II

(FRAUDULENT OR UNFAIR TRADE PRACTICES)

26. The averments in Plaintiff's Paragraphs 1 through 25 above are herein incorporated by reference.

27. Plaintiff further avers that the Contract referred to as Exhibit "A" does not contain a right of rescission clause as required by Pennsylvania Law.

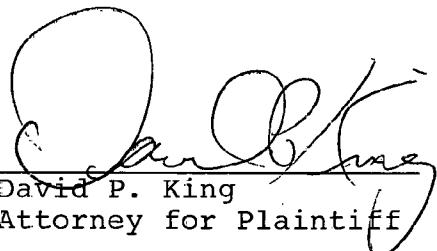
28. Such omission is in clear violation of the applicable Statutes of the Commonwealth, and such violation of the law entitles Plaintiff to additional damages and remedies.

29. The Defendant, JOSEPH ANDRES, being the principal and manager of RELIABLE CONSTRUCTION is also personally responsible for compliance with the applicable Statute known as the "Unfair Trade Practices and Consumer Protection Law", 73 P.S. §201-1 et seq.

WHEREFORE, Plaintiff prays for damages in the amount as follows:

- (a) The amount of \$9,835.50, this being treble damages;
- (b) Magistrate's fees and costs, all other record costs plus interest; and
- (c) All Attorney's fees and costs.

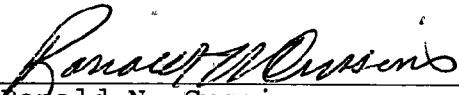
And he will so ever pray.

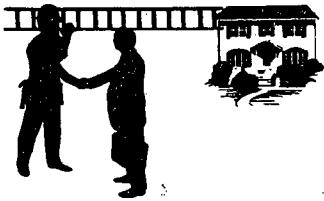


\_\_\_\_\_  
David P. King  
Attorney for Plaintiff

I verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: May 29, 2008

  
Ronald N. Cussins  
Ronald N. Cussins  
Plaintiff



# Reliable Construction ✓

## Building and Remodeling Services, LLC. ✓

1364

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

|  |                          |                        |
|--|--------------------------|------------------------|
| PROPOSAL SUBMITTED TO ("OWNER")<br><i>Ron &amp; Ruth Cassins</i> | PHONE<br><i>372-2185</i> | DATE<br><i>8/22/07</i> |
| STREET<br><i>1007 T.C.</i>                                       | JOB NUMBER               |                        |
| CITY, STATE and ZIP CODE<br><i>DuBois Pa 15801</i>               | JOB LOCATION             |                        |
| ARCHITECT  | DATE OF PLANS            | JOB PHONE              |

We hereby submit specifications and estimates for:

- 1) Remove existing shingles, felt, drip edge
- 2) Install new 30 yr architectural shingles. Ice - watershed, felt drip edge, ridge vent, cap shingles
- 3) Install roof over front door even with existing roof. 6' x 16'
- 4) Clean up & trash removal.

*\$ 7290.00*  
*\$ 1,990.00*  
*790.00*

*Cutters & Down Spouts*

*5035.00 down 8/22/07 C# 1083*

*Ten Thousand Seventy and ~~00~~ 10,070.00*

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

*Twenty Two Hundred Eighty and ~~00~~ 2280.00* dollars (\$ ~~2280.00~~ ).

Payment to be made as follows:

*2517.50 down 2517.50 upon half completion*  
*2517.50 upon completion*

All materials guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over or 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 insured. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available. If any payment due under the terms of this agreement is not paid within ten (10) days as specified above, Reliable Construction Builders and Remodelers, LLC, reserves the right to assess late fees to the Owner in the amount of 1.5% of the amount due per month.

Authorized  
Signature

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

Signature

Signature

**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 *8/22/07*

*Ronald J. Cassins*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-906-CD

RONALD N. CUSSINS

vs

JOSEPH ANDRES and RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC  
COMPLAINT

SERVE BY: 06/29/2008

HEARING:

PAGE: 104233

DEFENDANT: JOSEPH ANDRES  
ADDRESS: 13370 TREASURE LAKE ROAD  
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

590 - 2103

591 - 5091 (WIFE)

06-09-08 1/4

**FILED**

*03:32 PM 06 JUN 06 2008 NO CC*

*William A. Shaw  
Prothonotary/Clerk of Courts*

**SHERIFF'S RETURN**

NOW, This 5<sup>th</sup> Day of JUNE 2008 AT 3:00 AM / PM **SERVED** THE WITHIN  
COMPLAINT ON JOSEPH ANDRES, DEFENDANT  
BY HANDING TO Joseph Andres Defendant

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS  
THEREOF.

ADDRESS SERVED 13370 Treasure Lake ROAD DUBOIS PA. 15801

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR JOSEPH ANDRES

AT (ADDRESS) \_\_\_\_\_

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO JOSEPH ANDRES

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*Jerome M. Nervius*  
Deputy Signature

*Jerome M. Nervius*  
Print Deputy Name

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

RONALD N. CUSSINS,

Plaintiff

Vs.

JOSEPH ANDRES and RELIABLE  
CONSTRUCTION BUILDING AND  
REMODELING SERVICES, LLC.

Defendant

No. 2008-906-CD

Type of Pleading:

**PRELIMINARY OBJECTIONS**

Filed on Behalf of:

DEFENDENT

Counsel of Record for This Party:

Jeffrey S. DuBois, Esquire

Supreme Court No. 62074

210 McCracken Run Road

DuBois, PA 15801

(814) 375-5598

FILED  
010:09 AM  
AUG 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts

3CC Atty DuBois

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

RONALD N. CUSSINS, : No. 2008-906-CD  
Plaintiff :  
: :  
Vs. : :  
: :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendant :  
:

**ORDER**

AND NOW, this 27<sup>th</sup> day of August, 2008, upon consideration of  
Defendants Preliminary Objections,

IT IS HEREBY ORDERED AND DECREED that a Hearing be scheduled in this matter  
for the 25<sup>th</sup> day of September, 2008, at 9:00 o'clock A.M., in Courtroom  
No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:

  
\_\_\_\_\_  
Judge J. C. Cussins  
Judge

FILED  
06142301  
AUG 27 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
300 Atty DeBois

60

**FILED**

**AUG 27 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/27/08

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

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

RONALD N. CUSSINS, : No. 2008-906-CD  
Plaintiff :  
Vs. :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendant :

**PRELIMINARY OBJECTIONS**

AND NOW, comes the Additional Defendant, RELIABLE CONSTRUCTION, BUILDING AND REMODELING SERVICES, LLC, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Preliminary Objections, pursuant to Pa.R.C.P 1028, and in support thereof avers the following:

1. A complaint was filed in the above captioned matter by Plaintiff against Defendants on May 30, 2008 before this Honorable Court.
2. One of the Defendants mentioned is Joseph Andres.
3. The essence of Defendant's Complaint is a breach of contract action with Defendant Reliable Construction Building and Remodeling Services, LLC.
4. Said company is a valid limited liability company organized and existing in the Commonwealth of Pennsylvania.
5. As such, said company is a separate legal entity and must be treated as such.
6. It is axiomatic under the law that members of a corporation or a limited liability company are not personally responsible for actions within the scope of the company's business and cannot be sued, but only the company itself must be sued.

7. As a consequence, it was improper for Plaintiff to list Joseph Andres in the lawsuit as opposed to simply the company.
8. Therefore, Defendants respectfully request this Honorable Court to Order Plaintiff file an Amended Complaint against only Reliable Construction Building and Remodeling Services, LLC.

WHEREFORE, Defendants respectfully request this Honorable Court to Order Plaintiff file an Amended Complaint against only Reliable Construction Building and Remodeling Services, LLC.

Respectfully Submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendants

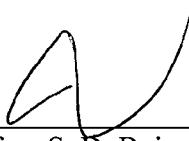
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

|                            |   |                 |
|----------------------------|---|-----------------|
| RONALD N. CUSSINS,         | : | No. 2008-906-CD |
| Plaintiff                  | : |                 |
|                            | : |                 |
| Vs.                        | : |                 |
|                            | : |                 |
| JOSEPH ANDRES and RELIABLE | : |                 |
| CONSTRUCTION BUILDING AND  | : |                 |
| REMODELING SERVICES, LLC,  | : |                 |
| Defendant                  | : |                 |

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 25<sup>th</sup> day of August, 2008, I served a true and correct copy of the within Preliminary Objections by first class mail, postage prepaid, on the following:

David P. King, Esquire  
PO Box 1016  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Defendant

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

RONALD N. CUSSINS }  
VS } NO. 08-906-CD  
JOSEPH ANDRES AND RELIABLE }  
CONSTRUCTION BUILDING AND }  
REMODELING SERVICES, LLC }

ORDER

NOW, this 25th day of September, 2008, following Argument on Defendant's Preliminary Objections relative Joseph Andres being sued as an individual, it is the ORDER of this Court that counsel for both parties have no more than Twenty (20) Days to submit the Court appropriate letter brief on the issue.

BY THE COURT,

President Judge

FILED 100  
04/00 2008 Atty: King  
SEP 26 2008 Subois

William A. Shaw  
Prothonotary/Clerk of Courts

610

**FILED**

**SEP 26 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 09/26/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104233  
NO: 08-906-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: RONALD N. CUSSINS

vs.

DEFENDANT: JOSEPH ANDRES and RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES,  
LLC

**SHERIFF RETURN**

---

RETURN COSTS

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | CUSSINS | 11225   | 20.00  |
| SHERIFF HAWKINS | CUSSINS | 11225   | 62.80  |

**FILED**  
030304  
SEP 29 2008  
W.A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of \_\_\_\_\_ 2008



Chester A. Hawkins  
Sheriff

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

RONALD N. CUSSINS,  
Plaintiff  
vs.  
JOSEPH ANDRES and RELIABLE  
CONSTRUCTION BUILDING AND  
REMODELING SERVICES, LLC.,  
Defendants

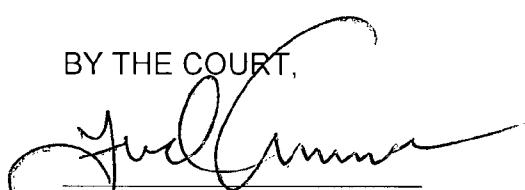
\* NO. 08-906-CD

\*  
\*  
\*  
\*  
\*  
\*

ORDER

AND NOW, this 22<sup>nd</sup> day of October, 2008, following argument on the Defendant's Preliminary Objections and the Court's review of the parties' briefs, it is the ORDER of this Court that the said Preliminary Objection be and is hereby granted in that Joseph Andres, as an individual, is hereby dismissed as a party defendant.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

FILED 10/23/08  
OCT 23 2008 King  
S DeBois

William A. Shaw  
Prothonotary/Clerk of Courts

610

**FILED**

**OCT 23 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 10/23/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney  Other

Special Instructions:

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

RONALD N. CUSSINS, : No. 2008-906-CD  
Plaintiff :  
Vs. : Type of Pleading:  
: **DEFENDANT'S ANSWER AND**  
: **NEW MATTER TO PLAINTIFF'S**  
: **COMPLAINT**  
: :  
JOSEPH ANDRES and RELIABLE : Filed on Behalf of:  
CONSTRUCTION BUILDING AND : DEFENDENT  
REMODELING SERVICES, LLC. :  
Defendant : Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 210 McCracken Run Road  
: DuBois, PA 15801  
: (814) 375-5598

FILED 3CC  
01/12/2009 Atty DuBois  
DEC 08 2008  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

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

|                            |   |                 |
|----------------------------|---|-----------------|
| RONALD N. CUSSINS,         | : | No. 2008-906-CD |
| Plaintiff                  | : |                 |
|                            | : |                 |
| Vs.                        | : |                 |
|                            | : |                 |
| JOSEPH ANDRES and RELIABLE | : |                 |
| CONSTRUCTION BUILDING AND  | : |                 |
| REMODELING SERVICES, LLC,  | : |                 |
| Defendant                  | : |                 |

**NOTICE TO PLEAD**

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE  
ENCLOSED ANSWER AND NEW MATTER WITHIN TWENTY (20) DAYS FROM  
SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

210 McCracken Run Road  
DuBois, PA 15801  
(814) 375-5598

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

RONALD N. CUSSINS, : No. 2008-906-CD  
Plaintiff :  
: :  
Vs. :  
: :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendant :  
:

**DEFENDANT'S ANSWER AND NEW MATTER**  
**TO PLAINTIFF'S COMPLAINT**

AND NOW, comes the Defendant, RELIABLE CONSTRUCTION, BUILDING AND REMODELING SERVICES, LLC, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Answer and New Matter to Plaintiff's Complaint, and in support thereof avers the following:

1. Admitted.
2. No responsive pleading is required, because of the Order of Court dismissing Defendant Joe Andres from this action.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.

8. Admitted. Joseph Andres, on behalf of Reliable Construction, did come to Plaintiff's residence. The remainder of Plaintiff's paragraph 8 is denied, as the conversation between the parties would have been much more extensive and strict proof of anything stated that day would be demanded at Trial.
9. Admitted.
10. Admitted.
11. Admitted.
12. Admitted.
13. Denied. It is denied that Plaintiff contacted Joseph Andres to indicate the price was unfair OR unreasonable.
14. Denied. Joe Andres, at no time, told Plaintiff to contact another contractor.
15. It is admitted that Plaintiff did contact Joseph Andres, but Joseph Andres cannot say with certainty that whether or not it was on or about August 25, 2007, and strict proof thereof is demanded at Trial. By way of further answer, said actions by Plaintiff would constitute a wrongful and anticipatory breach.
16. Admitted.
17. Denied. It is denied Joe Andres told Plaintiff he did not care who did the work.
18. The averments set forth in Plaintiff's paragraph 18 refer to factual allegations only known by Plaintiff and not Defendant and therefore, the same are denied and strict proof thereof is demanded at Trial.
19. The averments set forth in Plaintiff's paragraph 19 refer to factual allegations only known by Plaintiff and not Defendant and therefore, the same are denied and strict proof thereof is demanded at Trial.

20. The averments set forth in Plaintiff's paragraph 20 refer to factual allegations only known by Plaintiff and not Defendant and therefore, the same are denied and strict proof thereof is demanded at Trial.

21. Admitted. By way of further answer, Joe Andres informed Plaintiff his company was always ready to do the job for Plaintiff.

22. Admitted.

23. No responsive pleading is required as there are no factual averments contained herein.

**COUNT I**

**(BREACH OF CONTACT)**

24. No responsive pleading is required.

25. Denied. It is denied there was ever such an agreement between Plaintiff and Defendant, and all actions by Plaintiff thereafter amounted to a wrongful and anticipatory breach and Defendant owes no money to Plaintiff.

WHEREFORE, Defendant respectfully request that this Honorable Court to dismiss Plaintiff's Complaint in its entirety.

**COUNT II**

**(FRAUDULENT OR UNFAIR TRADE PRACTICES)**

26. No responsive pleading is required.
27. Admitted.
28. Denied. It is denied such an omission is a clear violation of the statutes of the Commonwealth nor does it entitle Plaintiff to any additional damages or remedies. By way of further answer, Defendant did not approach Plaintiff, but on the contrary, Plaintiff approached Defendant, and therefore the need for the three (3) day right of rescission is not necessary as this was not a "pressure sale".
29. There is no need to respond to Plaintiff's paragraph 29 as per prior Order of Court, Joe Andres has been removed from this lawsuit, and therefore cannot be personally liable or responsible.

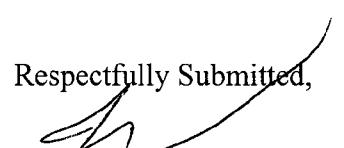
WHEREFORE, Defendant respectfully requests this Honorable Court to dismiss Plaintiff's Complaint in its entirety and award Judgment in favor of Defendant.

**NEW MATTER**

30. Defendant hereby incorporates the averments in paragraphs 1 through 29 as if set forth in full herein.
31. Defendant, at no time, agreed to refund any monies to Plaintiff, and further stated that Defendant was at all times, ready, willing, and able to perform the job for Plaintiff, and in reliance of the same, had ordered materials for said job.

32. The Plaintiff's conduct amounts to a wrongful breach of the contract between the parties, to which Plaintiff is estopped from asserting any monetary damages.
33. Plaintiff's claim is barred by the statute of frauds.
34. Plaintiff approached Defendant and as such, there is no requirement or necessity of a right of rescission to be contained in the contract, and consequently it is harmless error that the contract did not contain a right of rescission.
35. Plaintiff's claim fails to set forth a cause of action to which relief can be granted.
36. Plaintiff's complaint fails to state a claim.

Respectfully Submitted,



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

**VERIFICATION**

I, JOSEPH ANDRES, on behalf of Reliable Construction Building and Remodeling Services, verify that the statements in the foregoing pleading are true and correct to the best of my knowledge, information and belief.

This statement and verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments, I may be subject to criminal penalties.



Joseph Andres,  
Reliable Construction Building and  
Remodeling Services

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

RONALD N. CUSSINS, : No. 2008-906-CD  
Plaintiff :  
: :  
Vs. : :  
: :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 8 day of December, 2008, I served a true and correct copy of the within Defendant's Answer to Plaintiff's Complaint and New Matter by first class mail, postage prepaid, on the following:

David P. King, Esquire  
PO Box 1016  
DuBois, PA 15801



---

Jeffrey S. DuBois, Esquire  
Attorney for Defendant

FILED

JAN 13 2009

o/10-50/w GIC

William A. Shaw  
Prothonotary/Clerk of Courts

1 copy to Atty

PP

20-

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

RONALD N. CUSSINS,  
Plaintiff

vs.

JOSEPH ANDRES and RELIABLE  
CONSTRUCTION BUILDING AND  
REMODELING SERVICES, LLC,  
Defendants

NO. 2008-906 C.D.

Type of Case: Breach of Contract,  
Unfair Trade Practices

Type of Pleading: Praecept for  
Arbitration

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980

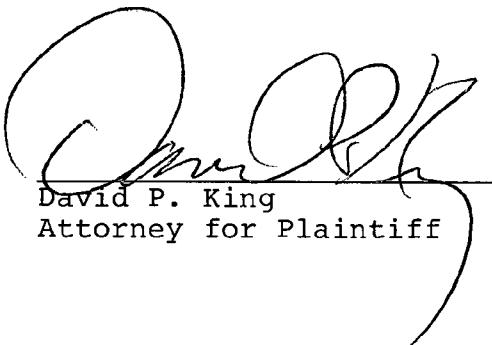
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RONALD N. CUSSINS, :  
Plaintiff :  
: :  
vs. : NO. 2008-906 C.D.  
: :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendants :  
:

PRAECIPE

TO THE PROTHONOTARY:

Please place the above captioned matter on the current  
Arbitration List.



David P. King  
Attorney for Plaintiff

FILED

01/10/09 2009

5 CENTS TO ATT

William A. Shaw

Commonwealth Clerk of Courts

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

RONALD N. CUSSINS,  
Plaintiff

vs.

JOSEPH ANDRES and RELIABLE  
CONSTRUCTION BUILDING AND  
REMODELING SERVICES, LLC,  
Defendants

NO. 2008-906 C.D.

Type of Case: Breach of Contract,  
Unfair Trade Practices

Type of Pleading: Plaintiff's Reply  
to Defendant's New Matter

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980

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

RONALD N. CUSSINS, :  
Plaintiff :  
: :  
vs. : NO. 2008-906 C.D.  
: :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendants : :  
:

REPLY

AND NOW, comes the Plaintiff, RONALD N. CUSSINS, through his Attorney, David P. King, and Replies to Defendant's New Matter as follows:

30. Plaintiff incorporates the original averments in Paragraphs 1 through 29 of his Complaint by reference, with the correction that as to Paragraph 19 thereof, Plaintiff did not pay the building supplier, but instead Defendant did as alluded to in Paragraph 16, with the \$1,756.50 to be deducted from the \$5,035.00 paid by the Plaintiff, and \$3,278.50 then to be returned to him.

31. When Plaintiff offered to refund or reimburse the Defendant for materials that Defendant had already purchased, Defendant acquiesced and agreed, and told Plaintiff he didn't care who then did the work. This was at least implicit in such discussions.

32. For the reasons as set forth above, and hereafter, Plaintiff's conduct does not amount to a breach of contract nor is Plaintiff estopped from asserting monetary damages. Plaintiff is entitled to rescission.

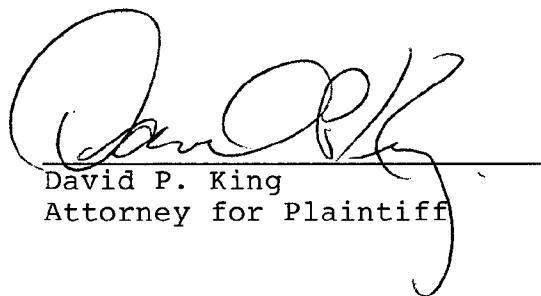
33. Plaintiff's claim is not barred by the statute of frauds, as Plaintiff proceeded to do what Defendant suggested, and relied on the same to his detriment.

34. Plaintiff reasserts that there is a requirement for a right of rescission to be contained in such Contract, and further that he has been harmed thereby, and further that the Defendant, RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC is responsible for damages resulting from breach of its contract (Count I of Complaint), for damages for fraudulent or unfair trade practices (Count II of Complaint), notwithstanding.

35. Thus, Plaintiff's claim does set forth a cause of action for relief under Count I and/or Count II of Plaintiff's Complaint.

36. Plaintiff has in fact set forth a cause of action against the Defendant, RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC.

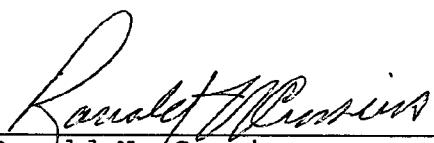
WHEREFORE, Plaintiff prays for an award of damages under breach of contract, and for treble damages under the Unfair Trade Practices and Consumer Protection Law as pled.



David P. King  
Attorney for Plaintiff

I verify that the statements made in this Reply are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: January 12, 2009

  
\_\_\_\_\_  
Ronald N. Cussins  
Plaintiff

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

RONALD N. CUSSINS

vs.

JOSEPH ANDRES and RELIABLE CONSTRUCTION  
BUILDING AND REMODELING SERVICES, LLC

: No. 2008-0906-CD

**FILED**

JUN 11 2010

(Col)

S William A. Shaw  
Prothonotary/Clerk of Courts

ORDER

NOW, this 10<sup>th</sup> day of June, 2010, it is the ORDER of the Court that  
the above-captioned matter is scheduled for Arbitration on Tuesday, July 13, 2010 at 9:00  
A.M. in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse,  
Clearfield, PA. The following have been appointed as Arbitrators:

Richard A. Bell, Esquire, Chairman

Christopher J. Shaw, Esquire

David J. Hopkins, Esquire

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

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Ronald N. Cussins

vs.

Joseph Andres and

Reliable Construction Building and  
Remodeling Services, LLC

No. 2008-00906-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 13th day of July, 2010, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Richard A. Bell, Esq.



Chairman

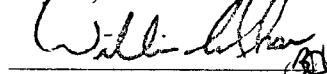
Christopher J. Shaw, Esq.



David J. Hopkins, Esq.

Sworn to and subscribed before me this

July 13, 2010



Prothonotary

FILED 7/13/10 Notice to

9 034289 Atty's King & DeBois  
B-4 JUL 18 2010

William A. Shaw  
Prothonotary/Clerk of Courts

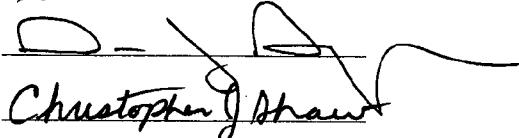
**AWARD OF ARBITRATORS**

Now, this 13 day of July, 2010, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

*Award to Plaintiff \$3278.50 plus credit 181.93 less 500.00 for efforts made by defendant. An addition award 1000.00 attorney fees and 103.50 District Justice costs.  
Total award = \$4063.99*



Richard A. Bell Chairman



(Continue if needed on reverse.)

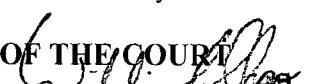
**ENTRY OF AWARD**

Now, this 13<sup>th</sup> day of July, 2010, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

**WITNESS MY HAND AND THE SEAL OF THE COURT**

Prothonotary

By \_\_\_\_\_



**COPY**

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

Ronald N. Cussins

:

Vs.

: No. 2008-00906-CD

:

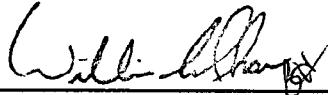
Reliable Construction, LLC

**NOTICE OF AWARD**

TO: David King, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on July 13, 2010, and have awarded:

Award to Plaintiff \$3,278.50 plus credit \$181.93 less \$500.00 for efforts made by defendant.  
In addition award \$1,000.00 attorney fees and \$103.50 District Justice costs.  
Total award = \$4,063.93 as to Reliable only.



\_\_\_\_\_  
William A. Shaw, Prothonotary

July 13, 2010  
Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on July 13, 2010 at 3:33 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$725.00.

**COPY**

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

Ronald N. Cussins

:

Vs.

: No. 2008-00906-CD

:

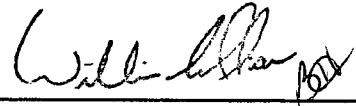
Reliable Construction, LLC

**NOTICE OF AWARD**

TO: Jeffrey S. DuBois, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on July 13, 2010, and have awarded:

Award to Plaintiff \$3,278.50 plus credit \$181.93 less \$500.00 for efforts made by defendant.  
In addition award \$1,000.00 attorney fees and \$103.50 District Justice costs.  
Total award = \$4,063.93 as to Reliable only.



---

William A. Shaw

William A. Shaw, Prothonotary

July 13, 2010

Date

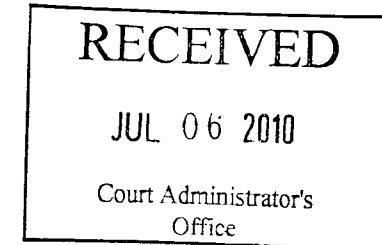
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An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$725.00.

*Arbitrations  
Scheduled  
7-13-10  
9:00 AM*

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

RONALD N. CUSSINS : No.2008-0906-CD  
VS. : Type of Pleading:  
JOSEPH ANDRES AND : **PRETRIAL MEMORANDUM**  
RELIABLE CONSTRUCTION BUILDING :  
AND REMODELING SERVICES, LLC :  
: Filed on Behalf of:  
: DEFENDANTS  
: Counsel of Record for This Party:  
: Jeffrey S. DuBois, Esquire  
: Supreme Court No. 62074  
: 210 McCracken Run Road  
: DuBois, PA 15801  
: (814) 375-5598



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

RONALD N. CUSSINS : No.2008-0906-CD  
:  
:  
VS. :  
:  
JOSEPH ANDRES AND :  
RELIABLE CONSTRUCTION BUILDING :  
AND REMODELING SERVICES, LLC :  
:

**PRETRIAL MEMORANDUM**

AND NOW, comes the Defendant, JOSEPH ANDRES and RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, by and through his attorney, Jeffrey S. DuBois, Esquire, who files this PRETRIAL MEMORANDUM, and in support thereof avers the following:

**A. BRIEF FACTUAL STATEMENT**

On or about August 22, 2007, Ronald N. Cussins, hereinafter referred to as "Plaintiff", contacted Reliable Construction Building and Remodeling Services, LLC, hereinafter referred to as "Defendant Reliable", to repair his roof and perform other construction work. As a result of the call from Plaintiff, a representative of Defendant Reliable, Joseph Andres, came to Plaintiff's home. Plaintiff explained work that he wanted done to roof, as well as other work around the house.

Based on the request of Plaintiff for work need to be performed, Joseph Andres drafted a proposal for the construction, which is Exhibit A to Plaintiff's Complaint. Said proposal was reviewed and approved by Plaintiff and one half (½) of the total

amount Five Thousand Thirty Five (\$5,035.500) was due at the signing of the agreement.

Within a day or two of their meeting, representatives of Defendant Reliable came to Plaintiff's home to do the initial prep work to perform their contract. At that time, Plaintiff informed representatives of Defendant Reliable that he believed he could get the work performed for a lower price. At this time, representatives from Defendant Reliable informed Plaintiff they had already ordered the materials needed to perform the work for this job.

Eventually, Plaintiff did hire another contractor and had this contractor perform the aforementioned work to his home.

The actions by Plaintiff constitute a wrongful and anticipatory breach, to which Defendant Reliable is entitled to damages.

No Right of Rescission is necessary in this case, as it was not a "high pressure sale", and this transaction was initiated by Plaintiff, not Defendant Reliable.

**B. CITATION TO APPLICABLE CASE OR STATUTE**

Basic Contract Law

**C. WITNESSES**

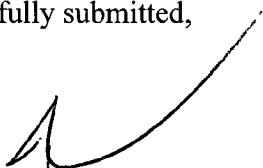
- a. Defendant Joseph Andres, representative of Reliable Construction Building and Remodeling Services, LLC.
- b. Plaintiff Ronald Cussins

Defendant reserves the right to add additional witnesses with proper notice to the Court and opposing counsel.

**D. STATEMENT OF DAMAGES**

Plaintiff is seeking damages in the amount of Three Thousand (\$3,000.00) dollars, plus treble damages. Defendant is entitled to damages of lost profit.

Respectfully submitted,



\_\_\_\_\_  
Jeffrey S. DuBois, Esquire  
Attorney for Joseph Andres and  
Reliable Construction Building and  
Remodeling Services, LLC.

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

RONALD N. CUSSINS : No.2008-0906-CD  
VS. :  
JOSEPH ANDRES AND :  
RELIABLE CONSTRUCTION BUILDING :  
AND REMODELING SERVICES, LLC :  
:

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 6<sup>th</sup> day of July, 2010, I served a true and correct copy  
of the within Pretrial Memorandum by first class mail, postage prepaid, on the following:

Richard A. Bell, Chairman  
PO Box 670  
Clearfield, PA 16830

Christopher J. Shaw, Esquire  
41 E. Main Street  
Sykesville, PA 15865

David J. Hopkins, Esquire  
100 Meadow Lane, Suite 5  
DuBois, PA 15801

David P. King, Esquire  
PO Box 1016  
DuBois, PA 15801

  
\_\_\_\_\_  
Jeffrey S. DuBois, Esquire

Arb: 7-13-10  
9:00 AM

CA

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

RONALD N. CUSSINS,  
Plaintiff

vs.

JOSEPH ANDRES and RELIABLE  
CONSTRUCTION BUILDING AND  
REMODELING SERVICES, LLC,  
Defendants

NO. 2008-906 C.D.

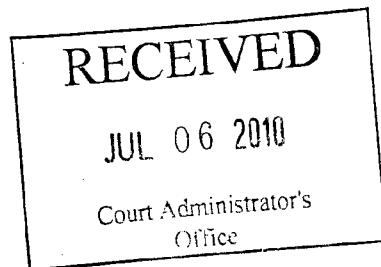
Type of Case: Breach of Contract,  
Unfair Trade Practice

Type of Pleading: Pre-Trial  
Memorandum (Arbitration)

Filed on behalf of: Plaintiff

Counsel of Record for this Party:  
David P. King, Esquire  
23 Beaver Drive  
P. O. Box 1016  
DuBois, PA 15801  
(814) 371-3760

Supreme Court No. 22980



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

RONALD N. CUSSINS, :  
Plaintiff :  
: vs. : NO. 2008-906 C.D.  
: :  
JOSEPH ANDRES and RELIABLE :  
CONSTRUCTION BUILDING AND :  
REMODELING SERVICES, LLC, :  
Defendants :  
:

PRE-TRIAL MEMORANDUM (ARBITRATION)

AND NOW, comes the Plaintiff, RONALD N. CUSSINS, through his Attorney, David P. King, and submits the following Pre-Trial Memorandum for the Arbitration in this matter, and sets forth the following:

A. BRIEF STATEMENT OF THE CASE.

The Plaintiff/homeowner contacted the Defendant/contractor to come to look at a roof that was leaking on Plaintiff's home. The Defendant/contractor did come and suggested that perhaps instead of just fixing the problem area, the whole roof should be replaced. Plaintiff agreed, and signed a Contract which is appended to Plaintiff's Complaint.

The Contract did not contain a required Right of Rescission mandated by Pennsylvania Law.

Very shortly thereafter, Plaintiff/homeowner talked to another contractor, and it was determined that the Defendant's Proposal for the work to be done was excessive as to price.

The Plaintiff/homeowner contacted the Defendant/contractor

to indicate that, and further, Plaintiff indicated that he would like to get out of the Contract. Defendant suggested to Plaintiff that the other contractor be contacted again to make sure that his bid was based on the proper information. Plaintiff did follow such advice, and after further inquiry on that issue, called the Defendant back again to inform him that his bid was still out of line. Defendant became perturbed, and indicated that he had already paid for the materials to do the job as per the original Proposal, but Plaintiff offered to reimburse Defendant/contractor for the same. Defendant/contractor made some comment that he didn't care who did the work. It was Plaintiff's understanding that this was agreeable to the Defendant/contractor based on such discussions.

Thereafter, by coincidence Plaintiff encountered the Defendant, and commented that he would be in touch shortly to complete the understanding that they had, i.e., the return of Plaintiff's down payment of \$5,035.00, less the cost of materials Defendant paid for. Defendant's response at that time was to the effect that he did not owe the Plaintiff any money.

This lawsuit entailed. The Plaintiff had sued for the difference between his down payment and the cost of the materials as one measure of damages. Additionally, Plaintiff had sued under the Pennsylvania Unfair Trade Practice Statute and is seeking treble damages on the basis that because the original Proposal/Contract did not contain a Right of Rescission, the Defendant had

violated the Statute concerning all the facts and circumstances.

Defendant's position as understood by the Plaintiff is that there was no mutual agreement for the Plaintiff to get any of his money back, and what he paid the Defendant was for the cost of getting out of the Contract. The other aspect of Defendant's position is that the Right of Rescission requirement of the applicable Statute do not apply here as Plaintiff had contacted the Defendant rather than vice versa.

B. CITATION TO APPLICABLE CASES OR STATUTES

1. The Pennsylvania "Unfair Trade Practices and Consumer Protection Law" 73 P.S. §201-1 et seq.

2. Burke v. Yingling, 666 A.2d 288; 446 Pa. Super. 16.

C. LIST OF WITNESSES

Ronald N. Cussins, Plaintiff

Ruth A. Cussins, Plaintiff's spouse

Plaintiff reserves the right to call Joseph Andres as on cross-examination.

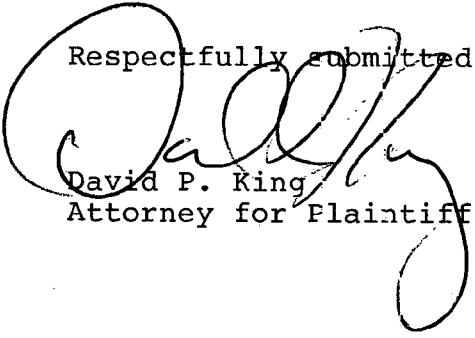
D. STATEMENT OF DAMAGES

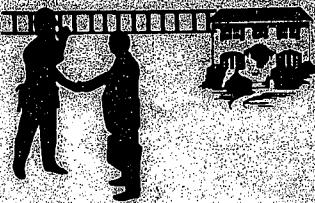
Plaintiff has sued for \$3,278.50 in damages, plus record costs and applicable interest. This represents the difference between the \$5,035.00 that the Plaintiff paid to the Defendant, less \$1,756.50 which is the cost of materials that were involved.

Plaintiff has also sued for treble damages against Reliable Construction Building and Remodeling Services, LLC under the Unfair Trade Practices and Consumer Protection Law of Pennsylvania.

E. COPIES OF BILLS TO BE OFFERED

1. Proposal/Contract between Plaintiff and Defendant as appended to the Complaint. (Exhibit "A").
2. YBC Invoices. (Exhibits "B", "C", "D", "E" and "F").
3. Invoice/Receipt from substitute contractor. (Exhibits "G" and "H").
4. Plaintiff's bills for legal fees. (Exhibits "I" and "J").

Respectfully submitted,  
  
David P. King  
Attorney for Plaintiff



## Proposal

# Reliable Construction ✓

1364

153 Treasure Lake  
DuBois, PA 15801  
814-377-7050

|  |                          |                        |
|--|--------------------------|------------------------|
| PROPOSAL SUBMITTED TO (OWNER)<br><i>Ron &amp; Ruth Cussons</i> | PHONE<br><i>372-2105</i> | DATE<br><i>8/22/07</i> |
| STREET<br><i>1007 T.C.</i>                                     | JOB NUMBER               |                        |
| CITY, STATE and ZIP CODE<br><i>Dubois Pa 15801</i>             | JOB LOCATION             |                        |
| ARCHITECT  | DATE OF PLANS            | JOE PHONE              |

We hereby submit specifications and estimates for:

- 1) remove existing shingle felt dip edge
- 2) install new 30# architectural shingles, see  
marketable felt dipedge nidgevent cap shing
- 3) install 30# on front door over with  
existing roof 6' x 10'
- 4) clean up - back removal.

7890.00  
1990.00  
790.00

~~Collier & Son Ltd~~

790 00

5035 "Lawn 8/22/07 CT# 1083

Tom Mann, Second and the 10.00 w

113c Propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of

Payment to be paid on November 15, 1950, for half completion of  
~~the 150000~~ house

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**

8/22/03

**EXHIBIT**

"A"



An Employee Owned Company

|            |              |               |              |
|------------|--------------|---------------|--------------|
| ALTOONA    | 814-944-9436 | LOCK HAVEN    | 570-748-6750 |
| BEDFORD    | 814-623-8167 | MILTON        | 570-742-9681 |
| BLOOMSBURG | 570-784-4445 | MUNCY         | 570-546-3108 |
| DUBOIS     | 814-371-2880 | PHILIPSBURG   | 814-342-4670 |
| EVERETT    | 814-652-2145 | STATE COLLEGE | 814-238-4971 |
| HUNTINGDON | 814-643-2120 | SUNBURY       | 570-286-4538 |
| LEWISTOWN  | 717-248-0121 | WILLIAMSPORT  | 570-326-4151 |

www.ybconline.com

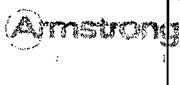
| SALESMAN | DEL. DATE |
|----------|-----------|
| 9/10     |           |
|          |           |

RELIABLE CONSTRUCTION  
153 TREASURE LAKE  
DUBOIS PA 15801

CORNER OF TL & 2ND BUCCO REEF  
PH#814-371-7010

REBORN COLORED SOLID ENTRYWAY TREASURE LAKE RD - GOLDSMS JOB FROM  
CUSTOM CONTRACTING

| ACCT NO.              | PROJECT      |
|-----------------------|--------------|
| DU1189                | 144          |
| INV. NO.              | 070925074455 |
| INV. DATE             | DEL. DATE    |
| 09/10/07              | 09/10/07     |
| 12:19:00              |              |
| SALED BY              | DANIELLE     |
| CUST. PO. NO.         | CAUSE DAVID  |
| *** INVOICE ***       |              |
| SLSP:1321             | CSHR:1345    |
| [IND2] 1300-75 PAGE 1 |              |

| SHIP.   | ITEM NO. | QTY. ORD. | UM   | DESCRIPTION  | QTY. SHIP. | UNIT PRICE | PER  | NET AMT. |
|---|----------|-----------|------|--|------------|------------|------|----------|
|   | 3930MDW  | 50        | EACH | PURCHASER: DAVID ROUCH<br>ORDER #D76098<br>LANDMARK 30AR M DRIFTWOOD | 50         | 17.150     | EACH | 857.50   |
|   | 39GADW   | 3         | BDLE | GEN ACC CERT DRIFTWOOD   | 3          | 26.990     | BDLE | 80.97    |
| <i>Thank You For Shopping with Your Building Products<br/>**END OF ORDER**</i>  |          |           |      |  |            |            |      |          |
| <br><br><br><br> |          |           |      |  |            |            |      |          |

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

|            |           |        |
|------------|-----------|--------|
| PEN 6.0000 | SUBTOTAL  | 938.47 |
|            | SALES TAX | 56.31  |

CHARGE

CUSTOMER SIGNATURE

PLEASE PAY  
THIS AMOUNT

994.78

E.I.N. 25-1614595  
REMIT ALL PAYMENTS TO:  
Your Building Centers Inc.  
P.O. Box 1230  
Altoona, Pa. 16603

A FINANCE CHARGE OF 2%, WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%, WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.  
All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS ARE NOT RETURNABLE. All SPECIAL ORDER material remaining at YBC after 30 days of receipt of product will be charged to customer's account. Conditions of sale on reverse side.

CUSTOMER COPY

EXHIBIT

"B"



An Employee Owned Company

|            |              |               |              |
|------------|--------------|---------------|--------------|
| ALTOONA    | 814-944-9436 | LOCK HAVEN    | 570-748-6750 |
| BEDFORD    | 814-623-8167 | MILTON        | 570-742-9681 |
| BLOOMSBURG | 570-784-4445 | MUNCY         | 570-546-3108 |
| DUBOIS     | 814-371-2880 | PHILIPSBURG   | 814-342-4670 |
| EVERETT    | 814-652-2145 | STATE COLLEGE | 814-238-4971 |
| HUNTINGDON | 814-643-2120 | SUNBURY       | 570-286-4538 |
| LEWISTOWN  | 717-248-0121 | WILLIAMSPORT  | 570-326-4151 |

www.ybconline.com

|           |            |
|-----------|------------|
| SALESMAN  | DEL. DATE  |
|           | 9-6        |
| CHECK BY  | DELIVER BY |
| <i>AB</i> | <i>JP</i>  |

RELIABLE CONSTRUCTION  
153 TREASURE LAKE  
DUBOIS PA 15801

CORNER OF TL & 2ND BUCO REEF  
PH#814-371-7010

FROM: PREFERRED SUPPLY CENTER, 153 TREASURE LAKE ROAD, DUBOIS, PA. FROM  
CUSTOM CONTRACTING

| ACCT. NO.              | PROJECT       |
|------------------------|---------------|
| DU1189                 | 144           |
| INV. NO.               | 071923570874  |
| INV. DATE              | 09/06/07      |
| DEL. DATE              | 09/06/07      |
| SOLD BY                | DANIELLE      |
| CUST. PO. NO.          | 1001-00000000 |
| *** INVOICE ***        |               |
| SLSP:1321              | CSHR:1301     |
| LIND11 1300-110 PAGE 1 |               |

| SHIP. | ITEM NO.   | QTY. ORD. | UM   | DESCRIPTION                              | QTY. SHIP. | UNIT PRICE | PER  | NET AMT. |
|-------|------------|-----------|------|--|------------|------------|------|----------|
|       | 105268     | 1         | PC   | PURCHASER: DAVID ROUCH<br>ORDER: #D76063 | 1          | 3.850      | PC   | 3.85     |
|       | 102410     | 6         | PC   | 2X4X10 SPRUCE DIMENSION                  | 6          | 2.750      | PC   | 16.50    |
|       | 375809B    | 1         | PC   | 4X8 3/8" ORIENTED STRAND BOARD           | 1          | 1.550      | PC   | 80.85    |
|       | 33BDE      | 19        | EACH | NAPCO BROWN ALUM DRIP EDGE 10'           | 19         | 3.290      | EACH | 62.51    |
|       | 33A24TSB   | 1         | ROLL | ALCOA 24"X50' BROWN TRIM SHEET           | 1          | 71.990     | ROLL | 71.99    |
|       | 308W0SCB   | 1         | EACH | AWORL6 UNIVERS OSC CREAM                 | 1          | 15.990     | EACH | 15.99    |
|       | 33ARSB     | 3         | EACH | ALCOA BR. PERF. SOFFIT 12' ALUMINUM      | 3          | 14.990     | EACH | 44.97    |
|       | 33AJCB     | 2         | EACH | ALCOA BR. SOFFIT J-CHANNEL 12' ALUMINUM  | 2          | 6.990      | EACH | 13.98    |
|       | 29WW       | 2         | EACH | WEATHER WATCH 25Q (0934000NB)            | 2          | 50.990     | EACH | 101.98   |
|       | 3915F      | 5         | ROLL | #15 FELT PAPER                           | 5          | 14.990     | ROLL | 74.95    |
|       | 345114R    | 1         | BOX  | 5# 1 1/4" GALV ROOFING NAIL              | 1          | 9.490      | BOX  | 9.49     |
|       | 41PN650239 | 1         | EACH | 3-1/4" X .131 SMOOTH SHEET NAIL          | 1          | 37.790     | EACH | 37.79    |
|       | 330ROLL30  | 2         | EACH | LOR-30 LD OMNI ROLL 30'                  | 2          | 68.990     | EACH | 137.98   |

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

SUBTOTAL  
SALES TAX

CUSTOMER SIGNATURE

PLEASE PAY  
THIS AMOUNT

E.I.N. 25-1614595

REMIT ALL PAYMENTS TO:

Your Building Centers Inc.

P.O. Box 1230

Altoona, Pa. 16603

A FINANCE CHARGE OF 2%, WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%, WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.  
All claims and returned goods MUST be accompanied by this bill, and may be subject to a 20% return charge. NO MATERIAL MAY BE RETURNED AFTER 30 DAYS. SPECIAL ORDERS ARE NOT RETURNABLE. All SPECIAL ORDER material remaining at YBC after 30 days of receipt of product will be charged to customer's account. Conditions of sale on reverse side.

CUSTOMER COPY

EXHIBIT

"C"



An Employee-Owned Company

|            |              |               |              |
|------------|--------------|---------------|--------------|
| ALTOONA    | 814-944-9436 | LOCK HAVEN    | 570-748-6750 |
| BEDFORD    | 814-623-8167 | MILTON        | 570-742-9681 |
| BLOOMSBURG | 570-784-4445 | MUNCY         | 570-546-3108 |
| DUBOIS     | 814-371-2880 | PHILIPSBURG   | 814-342-4670 |
| EVERETT    | 814-652-2145 | STATE COLLEGE | 814-238-4971 |
| HUNTINGDON | 814-643-2120 | SUNBURY       | 570-286-4538 |
| LEWISTOWN  | 717-248-0121 | WILLIAMSPORT  | 570-326-4151 |

www.vbconline.com

| SALESMAN | DEL. DATE  |
|----------|------------|
|          |            |
| CHECK BY | DELIVER BY |
| <i>P</i> | <i>sys</i> |

RELIABLE CONSTRUCTION  
153 TREASURE LAKE  
DUBOIS PA 15801

CORNER OF TL & 2ND BUCCO REEF

CREAM COLORED SPLIT ENTRY ON TREASURE LAKE RD. A DOULING JOB FROM  
CUSTOM CONTRACTING.

|                         |              |
|-------------------------|--------------|
| ACCT NO.                | PROJECT      |
| DU1189                  | 144          |
| INV NO.                 | WME235068/00 |
| INV DATE                | INVOICE DATE |
| 09/06/07                | 09/06/07     |
| 13:20:33                |              |
| SOLD BY                 | DANIEL H.    |
| POST PO NO.             | CALL DAVID   |
| *** INVOICE ***         |              |
| SLSP:1321               | CSHR:1301    |
| FIND:13 1320 110 PAGE 2 |              |

| SHIP. | ITEM NO.   | QTY. ORD. | UM   | DESCRIPTION                     | QTY. SHIP. | UNIT PRICE | PER  | NET AMT. |
|-------|------------|-----------|------|---------------------------------|------------|------------|------|----------|
|       | 345212R    | 1         | BOX  | 5# 2-1/2" ROOFING NAIL          | 1          | 9.590      | BOX  | 9.59     |
|       | 4301881    | 2         | EA   | T50 505 5/16" STAPLES ARROW     | 2          | 3.290      | EA   | 6.58     |
|       | 36420137   | 1         | EA   | 11890 3" ROOF FLASHING          | 1          | 5.390      | EA   | 5.39     |
|       | 36436736   | 1         | EA   | 1-1/2" ROOF FLASHING            | 1          | 4.990      | EA   | 4.99     |
|       | 4166620561 | For 1     | EACH | GENERIC SPRUCE DIMENSION NAILS  | 1          | 22.990     | EACH | 22.99    |
|       | 15120      | 1         | EACH | BOSTITCH S12D 3-1/4" NAILS      | 1          | 31.490     | EACH | 31.49    |
|       |            |           |      | ***END OF ORDER***              |            |            |      |          |
|       | 02B20      | 7         | PC   | EXBX20 SPRUCE DIMENSION         | 7          | 13.220     | PC   | 92.54    |
|       | 117943     | 1         | EACH | 14004 CLEAR ROOF SEALANT GALLON | 1          | 33.290     | EACH | 33.29    |
|       | FUEL       | 1         | EACH | SERVICE CHARGE                  | 1          | 5.000      | EACH | 5.00     |

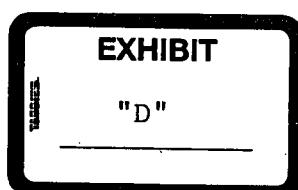
**A FINANCE CHARGE OF 2%, WHICH IS AN ANNUAL PERCENTAGE RATE OF 24%, WILL BE CHARGED ON ITEMS 30 DAYS OR MORE PAST DUE.**  
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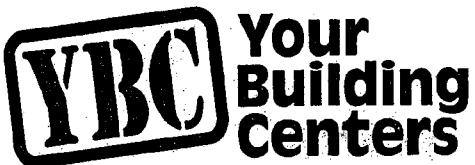
**CUSTOMER COPY**

**PLEASE PAY  
THIS AMOUNT**

937 35

**E.I.N. 25-1614595**  
**REMIT ALL PAYMENTS TO:**  
Your Building Centers Inc.  
P.O. Box 1230  
Altoona, Pa. 16603





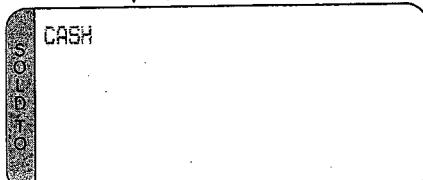
An Employee Owned Company

|            |              |               |              |
|------------|--------------|---------------|--------------|
| ALTOONA    | 814-944-9436 | LOCK HAVEN    | 570-748-6750 |
| BEDFORD    | 814-623-8167 | MILTON        | 570-742-9681 |
| BLOOMSBURG | 570-784-4445 | MUNCY         | 570-546-3108 |
| DUBOIS     | 814-371-2880 | PHILIPSBURG   | 814-342-4670 |
| EVERETT    | 814-652-2145 | STATE COLLEGE | 814-238-4971 |
| HUNTINGDON | 814-643-2120 | SUNBURY       | 570-286-4538 |
| LEWISTOWN  | 717-248-0121 | WILLIAMSPORT  | 570-326-4151 |

www.ybconline.com

| SALESMAN | DEL. DATE  |
|----------|------------|
|          |            |
| CHECK BY | DELIVER BY |
|          |            |

1758.50



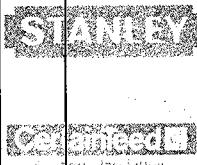
THANK YOU FOR YOUR BUSINESS

| ACCT NO.        | PROJECT     |
|-----------------|-------------|
| CASH            | 000         |
| INV. NO.        | WV-20256818 |
| INV. DATE       | DEL. DATE   |
| 09/06/07        |             |
| 13:20:42        |             |
| SOLD BY         | PATRICK     |
| CUST. PO NO.    |             |
| *** INVOICE *** |             |

SLSP:1343 CSHR:1301  
LIND11 1300-112 PAGE 1

| SHIP. | ITEM NO. | QTY. ORD. | UM   | DESCRIPTION                                    | QTY. SHIP. | UNIT PRICE | PER  | NET AMT. |
|-------|----------|-----------|------|--|------------|------------|------|----------|
|       | 35117927 | -1        | EACH | 14010 CLEAR ROOF SEALANT 10.1 OZ THRU THE ROOF | -1         | 5.490      | EACH | -5.49    |

Thank You For Shopping YBC Supply Of These Quality Building Products



Armstrong

Trex



Diamond  
Aristokraft

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

PEN 6.0000

SUBTOTAL  
SALES TAX

-5.49  
-0.33

CASH PAID: -5.82

CUSTOMER SIGNATURE

PLEASE PAY  
THIS AMOUNT

-5.82

CHANGE DUE: 0.00

E.I.N. 25-1614595  
REMIT ALL PAYMENTS TO:  
Your Building Centers Inc.  
P.O. Box 1230  
Altoona, Pa. 16603

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CUSTOMER COPY

EXHIBIT

"E"



## Return Authorization Receipt (RAR)

Pick up location (Job Name)

|            |         |     |
|------------|---------|-----|
| Name       | Clinton | 2nd |
| Address    | Lucas   | 2e  |
| City/State |         |     |

RAR # 010000

Date

Sales ID#

50 35 30  
15 18 30  
32 30 30  
10 20 20  
14 16 16  
15 16 16

|                         |              |
|-------------------------|--------------|
| Customer Name & Address | Account #    |
| Clinton on Coast        |              |
| Contact Person          | Phone number |
| <i>Clinton</i>          |              |

Pick up instructions:

|  |      |
|--|------|
| Driver Signature                       | Date |
| Customer Signature                     | Date |
| Yard Foreman Signature<br>(Inspection) | Date |
| <i>Clinton</i>                         |      |

Salesman Signature

Date 7/13/02

Driver Signature

Date 7/13/02

Customer Signature

Date 7/13/02

Yard Foreman Signature  
(Inspection)

Date 7/13/02

Manager Approval:

Material received as noted below:

| Item # | Quantity | Description     | Each  | Total | PC# | Comment |
|--------|----------|-----------------|-------|-------|-----|---------|
|        | 2        | 1/8" 20         | 16.22 | 32.44 |     | 737-35  |
| 101    | 1        | Caps Green 1cc  | 26.99 | 26.99 |     | 994     |
| 102    | 1        | Plastic 16 D    | 31.44 | 31.44 |     | 1932.1  |
| 103    | 1        | 1/2" 602        | 4.99  | 4.99  |     | -181.93 |
| 104    | 1        | 3" 302          | 5.39  | 5.39  |     | 20      |
| 105    | 2        | 5/8" 05b        | 2.25  | 5.00  |     | 1780.2  |
| 106    | 2        | Yard 1007 302m  | 14.99 | 29.98 |     |         |
|        | 2        | Defective       |       |       |     |         |
|        | 1        | Good            |       |       |     |         |
|        | 3        | Damaged         |       |       |     |         |
|        | 4        | Not our product |       |       |     |         |

Product condition (PC#):

1 Good

2 Defective

3 Damaged

4 Not our product

EXHIBIT

Conditions of credit are contingent upon the condition of the returned material/product and the final approval of YBC Management. Restocking fees may apply.

"F"

CUSTOMER COPY

*Call very soon*

Total \$ 5783.95

CONTRACT

KIRK E MICHELITSCH  
6534 Richardsville Road  
Brookville, PA 15825  
(814) 328-2328  
(814) 771-0015

CUSTOM CONTRACTING  
PLUMBING  
CARPENTRY  
SIDING

FOR: Ron Cussins  
1007 Treasure Lake Rd.  
Dubois, PA, 15801

Thank you

We are pleased to submit the following contract.

JOB: Shingle Replacement on House Roof / Frame +  
Sheet section of Front Gable / Gutter Replacement.

I will replace existing shingles with  
(Dirtwood) 30 yr. Arch shingles. Replace Felt Paper, & install  
Ice Guard along bottom of eves. I will also  
install new Ridge Vent on peak.  
I will Frame up & sheet opening existing at  
Front middle of roof.  
I will Install seamless Gutter on both  
eves.

Total Labor + Material \$7,000.

\*TERMS & CONDITIONS: ONE HALF DOWN AT START OF JOB.  
PAID IN FULL UPON COMPLETION.

Kirk E Michelitsch CUSTOMERS SIGNATURE

CONTRACTORS SIGNATURE

Pd. in full.

EXHIBIT

"G"

KIRK E MICHELITSCH  
6534 Richardsville Road  
Brookville, PA 15825  
(814) 328-2328  
(814) 771-0015

CUSTOM CONTRACTING  
PLUMBING  
CARPENTRY  
SIDING

FOR: Ron Cussins

Thank you!

JOB: Extra Work / Time & Material.

1. Replace Soffit & Fascia (42') on front Eave: Labor 230.00  
Material 137.28  
Total \$ 367.28

2. Replace 2 'J' Blocks on House Labor 50.00  
Material 29.66  
\$ 79.66

3. Fasten Chimney Cover Labor \$15.00  
Material 44.51  
\$ 59.51

Total 506.45

TERMS & CONDITIONS: ONE HALF DOWN AT START OF JOB.  
PAID IN FULL UPON COMPLETION.

Pd in full.

CONTRACTORS SIGNATURE

EXHIBIT

"H"

DAVID P. KING

ATTORNEY AT LAW

Mr. Ronald N. Cussins

1007 Treasure Lake

DuBois, PA 15801

COPY

TELEPHONE: 814-371-3760

23 BEAVER DRIVE, P.O. BOX 1016  
DUBOIS, PENNSYLVANIA 15801

October 14, 2008

FOR PROFESSIONAL SERVICES RENDERED:

Office conference with client; Research of UTPCPL Statute; Preparation of Complaint; Office conference with client for review and signing; Filing of Complaint; Phone discussions with Attorney DuBois; Receipt and review of Preliminary Objections; Office conference with client regarding the same; Appearance at Oral Argument; Research for letter brief; Preparation of letter brief; Filing the same; Copy to client and Attorney DuBois.

(6 hours @ \$150.00 per hour) ..... \$900.00  
Less retainer received ..... \$500.00

TOTAL ..... \$400.00

PD. 10/17/08  
CL # 1127

EXHIBIT

"I"

**DAVID P. KING**

ATTORNEY AT LAW

Mr. Ronald N. Cussins

1007 Treasure Lake

DuBois, PA 15801

TELEPHONE: 814-371-3760

23 BEAVER DRIVE, P.O. BOX 1016  
DUBOIS, PENNSYLVANIA 15801

June 28, 2010

---

FOR PROFESSIONAL SERVICES RENDERED SUBSEQUENT TO OCTOBER 14, 2008:  
All further telephone conversations and meetings and  
office conferences with client; File review; Preparation  
of Pre-Trial Statement; Office conference for review and  
finalizing with client; Filing of the same with Court  
Administrator's office, Arbitrators and Attorney DuBois;  
Preparation for Arbitration and anticipated Arbitration  
hearing. (4 hours @ \$150.00 per hour).

NEW BALANCE OWED.....\$600.00

EXHIBIT

"J"

RECEIVED JUL 06 2010

Law Offices

DAVID P. KING  
P.O. Box 1016  
23 Beaver Drive  
DuBois, PA 15801

David P. King, Esq.

Phone (814) 371-3760

Telecopier (814) 371-4874

July 2, 2010

Daniel J. Nelson, Esquire  
District Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, PA 16830-2448

Re: Ronald N. Cussins v. Joseph Andres and  
Reliable Construction Building and  
Remodeling Services, LLC  
No. 2008-906 C.D.

Dear Mr. Nelson:

Please find enclosed our Pre-Trial Statement regarding  
the up coming Arbitration to be held on July 13, 2010, at  
9:00 a.m.

We are also sending a copy of the same to opposing  
Counsel and each of the Arbitrators.

Very truly yours,

David P. King

DFK:pp  
Enclosure

cc: Jeffrey S. DuBois, Esquire  
Richard A. Bell, Esquire  
Christopher J. Shaw, Esquire  
David J. Hopkins, Esquire