

08-906-CD

Ronald Cussins vs Joseph Andres al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED

MAY 15 2008

0/11/15/way

William A. Shaw
Prothonotary/Clerk of Courts

CIVIL ACTION NOTICE OF
APPEAR + RUN
TO MJS FORD
+
Plaintiff

Lussias Ronald N
(Plaintiff)

1007 T.C.
(Street Address)

DuBois Pa. 15801
(City, State ZIP)

Type of Case: Civil

Type of Pleading: Disrupt Justice
APPEAR

Filed on Behalf of:

VS.

Josef Andree
(Defendant)

(Plaintiff/Defendant)

153 T.C.
(Street Address)

DuBois Pa 15801
(City, State ZIP)

Josef Andree
(Filed by)

153 T.C. DuBois Pa 15801
(Address)

844-371-1802
(Phone)

[Signature]
(Signature)

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

46TH
Judicial District, County Of

CLEARFIELD

NOTICE OF APPEAL


FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-906-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT Joe Andres	MAG. DIST. NO. 46-3-01	NAME OF MDJ Patrick N. Ford
ADDRESS OF APPELLANT 153 Treasure Lake	CITY DuBois	STATE PA
DATE OF JUDGMENT 4-23-08	IN THE CASE OF (Plaintiff) Ronald Cussins	ZIP CODE 15801
DOCKET No. CV-0000097-08	(Defendant) Joe Andres	
SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		
Signature of Prothonotary or Deputy		


PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon **Ronald Cussins** appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **2008-906-CD**) 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
15801**

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

JOSEPH ANDRES
153 TREASURE LAKE
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
CUSSINS, RONALD N
1007 TREASURE LAKE
DUBOIS, PA 15801

VS.
DEFENDANT: NAME and ADDRESS
ANDRES, JOSEPH, ET AL.
153 TREASURE LAKE
DUBOIS, PA 15801

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**

☒ 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	\$ 3,278.50
Judgment Costs	\$ 103.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,382.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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

Judicial District, County Of

CLEARFIELD

NOTICE OF APPEAL

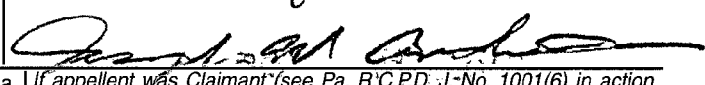
FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-906-CD

NOTICE OF APPEAL

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

NAME OF APPELLANT <u>Joe Andres</u>		MAG. DIST. NO. <u>410-3-01</u>	NAME OF MDJ <u>Patrick N. Ford</u>	
ADDRESS OF APPELLANT <u>153 Treasure Lake</u>		CITY <u>DuBois</u>	STATE <u>PA</u>	ZIP CODE <u>15801</u>
DATE OF JUDGMENT <u>4-23-08</u>	IN THE CASE OF (Plaintiff) <u>Ronald Cussins</u>		(Defendant) <u>Joe. Andres</u>	
DOCKET No. <u>CV-0000097-08</u>		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>				
Signature of Prothonotary or Deputy				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

(Common Pleas No. 2008-906-CD) 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, 20 08


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

OF APPEAL AND RULE TO FILE COMPLAINT

(10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

I 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 Cussison

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____

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

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 15801**

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

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

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

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**

☒ 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	\$ 3,278.50
Judgment Costs	\$ 103.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 3,382.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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FILED

MAY 20 2008

GP

William A. Shaw
Prothonotary/Clerk of Courts

4-23-08 Date **Patrick N. Ford**, Magisterial District Judge

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

_____, Magisterial District Judge

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

SEAL

CIVIL COMPLAINT

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**

PLAINTIFF: NAME and ADDRESS
RONALD N. CUSSINS
1007 TREASURE LAKE
DUBOIS, PA 15801

VS.

DEFENDANT: NAME and ADDRESS
Joseph Andres, 153 TREASURE LAKE,
DUBOIS, PA 15801 AND
Reliable Construction Building and
Remodeling Services, LLC
153 TREASURE LAKE, DUBOIS, PA 15801

Docket No.: **CV-97-08**
Date Filed: **3-20-08**



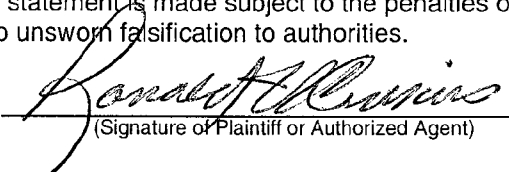
	AMOUNT	DATE PAID
FILING COSTS	\$ <u>103.50</u>	<u>3/20/08</u>
POSTAGE	\$ _____	<u> / / </u>
SERVICE COSTS	\$ _____	<u> / / </u>
CONSTABLE ED.	\$ _____	<u> / / </u>
 TOTAL	\$ _____	<u> / / </u>

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.


(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: _____ Address: _____
Telephone: _____

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.

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: 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 (60)

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.

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

:
:
:
: NO. 2008-906-C.D.
:
: IN DIVORCE
:

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.

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

:
:
:
:
:
:
:
:

NO. 2008-906 C.D.

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:

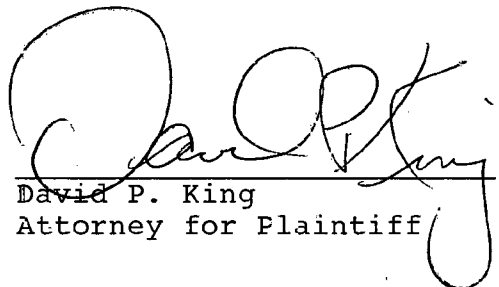
COUNT I

(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.



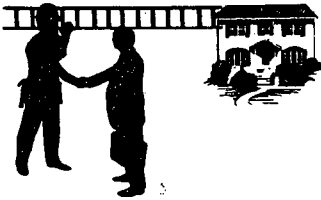
David P. King
Attorney for Plaintiff

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
Plaintiff



Reliable Construction ✓
Building and Remodeling Services, LLC. ✓
 153 Treasure Lake
 DuBois, PA 15801
 814-371-7010

1364

PROPOSAL SUBMITTED TO ("OWNER") <i>Ron & Ruth Cussins</i>		PHONE <i>372-2185</i>	DATE <i>8/22/07</i>
STREET <i>1007 T.C.</i>		JOB NUMBER	
CITY, STATE and ZIP CODE <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, Inc. watershield, 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
 \$1990.00
 790.00

Antius & Dawn Sponta

5035.00 down 8/22/07 CT# 1083

Ten Thousand Seventy and 90/100 10,070.00

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

~~Twenty Five Hundred Eighty and 00/100~~ dollars (\$ ~~2580.00~~)
 Payment to be made as follows:
~~4000.00~~ 5035 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 to 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.

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*

Signature

Signature

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

SERVICE # 2 OF 2

SERVE BY: 06/29/2008

HEARING:

PAGE: 104233

DEFENDANT: RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

ADDRESS: 13370 TREASURE LAKE ROAD
DUBOIS, PA 15801

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

William A. Shaw
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, THIS 4TH DAY OF JUNE 2008 AT 10:30 (AM) PM **SERVED** THE WITHIN

COMPLAINT ON RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC, DEFENDANT

BY HANDING TO BILLIE JO CRUSAN / OFFICE MANAGER

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

ADDRESS SERVED 213 HANNE COURT, DUBOIS PA. 15801

NOW _____ AT _____ AM / PM **POSTED** THE WITHIN

COMPLAINT FOR RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO RELIABLE CONSTRUCTION BUILDING AND REMODELING SERVICES, LLC

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

[Signature]
Deputy Signature

Mark A. Conrad
Print Deputy Name

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

SERVICE # 1 OF 2

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 N/A

SHERIFF'S RETURN

NOW, This 5th 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. Nexlun
Deputy Signature

Jerome M. Nexlun
Print Deputy Name

CA

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

RONALD N. CUSSINS,	:	No. 2008-906-CD
Plaintiff	:	
	:	Type of Pleading:
Vs.	:	
	:	PRELIMINARY OBJECTIONS
JOSEPH ANDRES and RELIABLE	:	
CONSTRUCTION BUILDING AND	:	Filed on Behalf of:
REMODELING SERVICES, LLC.	:	DEFENDENT
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
0100261
AUG 26 2008
William A. Shaw
Prothonotary/Clerk of Courts
JCC 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 27th 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 25th day of September, 2008, at 9:00 o'clock A.M., in Courtroom
No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:


Judge

FILED
012:42304
AUG 27 2008

William A. Shaw
Prothonotary/Clerk of Courts
300 Hwy DuBois
CW

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

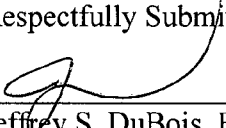
AND NOW, comes the Additional Defendant, RELIABLE CONSTRUCTION, BUILDING AND REMODELING SERVICES, LLC, by and through their attorney, Jeffrey S. DuBois, Esquire, who files this Preliminary Objections, pursuant to Pa.R.C.P 1028, and in support thereof avers the following:

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

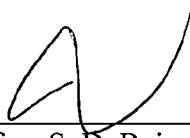
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

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 25th 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

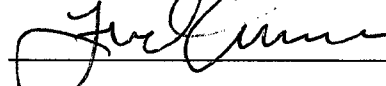
CIVIL DIVISION

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

O R D E R

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

014:00
SEP 26 2008

cc
Any: King
DuBois

William A. Shaw
Prothonotary/Clerk of Courts

610

FILED

SEP 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 9/26/08

___ 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

03:03 PM
SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2008

So Answers,



Chester A. Hawkins
Sheriff

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

RONALD N. CUSSINS,
Plaintiff

vs.

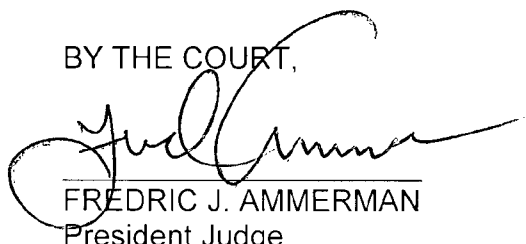
JOSEPH ANDRES and RELIABLE
CONSTRUCTION BUILDING AND
REMODELING SERVICES, LLC.,
Defendants

* NO. 08-906-CD
*
*
*
*
*
*

ORDER

AND NOW, this 22nd 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 100 Arty's:
014:00/01 King
OCT 23 2008 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

☐ Special Instructions:

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:

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

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

DEC 08 2008


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.

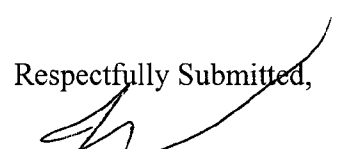
NEW MATTER

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 8th 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

5 0/10:50/6 (10)
William A. Shaw
Prothonotary/Clerk of Courts
1 sent to Atty
88
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: Praecipe 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.

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

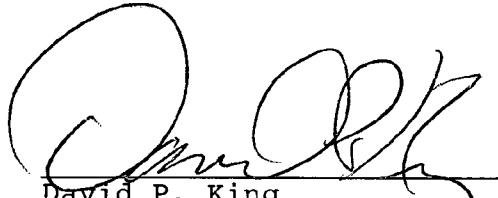
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NO. 2008-906 C.D.

PRAECIPE

TO THE PROTHONOTARY:

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



David P. King
Attorney for Plaintiff

FILED

0/10:50/w
JAN 13 2009

5 1 cent to Att
William A. Shaw
Prothonotary/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.

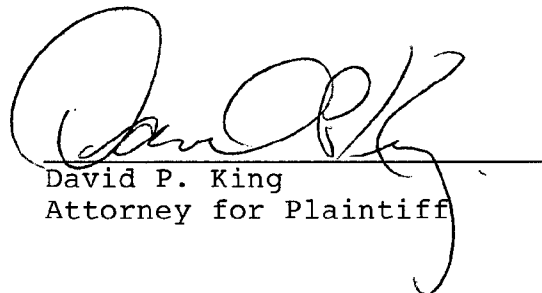
33. Plaintiff's claim is not barred by the statute of frauds, as Plaintiff proceeded to do what Defendant suggested, and relied on the same to his detriment.

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.

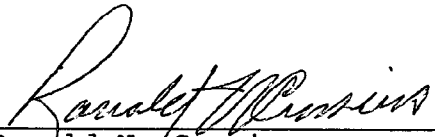
WHEREFORE, Plaintiff prays for an award of damages under breach of contract, and for treble damages under the Unfair Trade Practices and Consumer Protection Law as pled.



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)

William A. Shaw
Prothonotary/Clerk of Court

ORDER

NOW, this 10th 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, 2nd 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 is 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.

No. 2008-00906-CD

Joseph Andres and
Reliable Construction Building and
Remodeling Services, LLC

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.

Richard A. Bell
Chairman

Christopher J. Shaw, Esq.

David J. Hopkins, Esq.

Christopher J. Shaw

Sworn to and subscribed before me this
July 13, 2010

William A. Shaw
Prothonotary

FILED 7/13/10 Notice to
934287 Allges King
JUL 18 2010 Lee Bois
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. In addition award
1000.00 attorney fees and 103.50 District Justice costs.
Total award = \$4063.93*

Richard A. Bell Chairman

Christopher J. Shaw

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 13th 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

William A. Shaw
Prothonotary

By _____

COPY

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

Ronald N. Cussins

:

Vs.

:

No. 2008-00906-CD

:

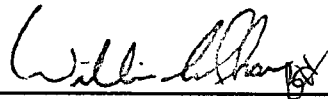
Reliable Construction, LLC

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

:

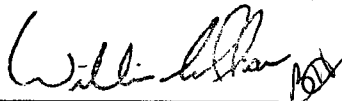
Reliable Construction, LLC

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, Prothonotary

July 13, 2010

Date

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

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

RONALD N. CUSSINS

VS.

JOSEPH ANDRES AND
RELIABLE CONSTRUCTION BUILDING
AND REMODELING SERVICES, LLC

No.2008-0906-CD

Type of Pleading:

PRETRIAL MEMORANDUM

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

RECEIVED

JUL 06 2010

Court Administrator's
Office

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

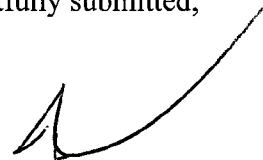
- a. Defendant Joseph Andres, representative of Reliable Construction Building and Remodeling Services, LLC.
- b. Plaintiff Ronald Cussins

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,

A handwritten signature in black ink, appearing to read 'J. DuBois', is written over a horizontal line.

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

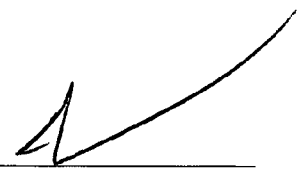
I do hereby certify that on the 6th day of July, 2010, I served a true and correct copy
of the within Pretrial Memorandum by first class mail, postage prepaid, on the following:

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

Arch: 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.

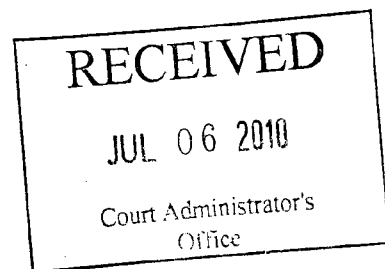
Type of Case: Breach of Contract,
Unfair Trade Practice

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

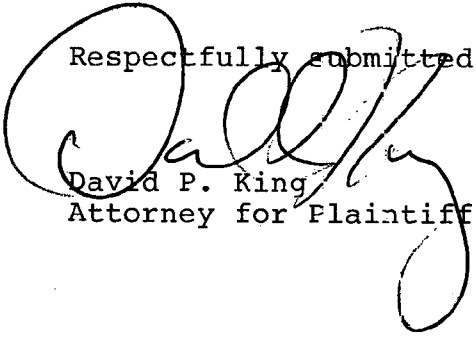
Plaintiff has sued for \$3,278.50 in damages, plus record costs and applicable interest. This represents the difference between the \$5,035.00 that the Plaintiff paid to the Defendant, less \$1,756.50 which is the cost of materials that were involved.

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

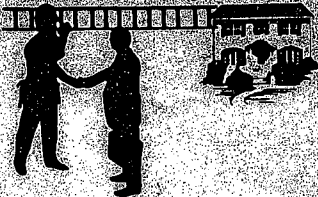
1. Proposal/Contract between Plaintiff and Defendant as appended to the Complaint. (Exhibit "A").
2. YBC Invoices. (Exhibits "B", "C", "D", "E" and "F").
3. Invoice/Receipt from substitute contractor. (Exhibits "G" and "H").
4. Plaintiff's bills for legal fees. (Exhibits "I" and "J").

Respectfully submitted,



David P. King
Attorney for Plaintiff

Proposal



Reliable Construction
Building and Remodeling Services, LLC.

1364

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

PROPOSAL SUBMITTED TO (OWNER) <i>Ron & Ruth Cassano</i>		PHONE <i>372-2185</i>	DATE <i>8/22/07</i>
STREET <i>1007 T.C.</i>		JOB NUMBER	
CITY, STATE and ZIP CODE <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 30yr architectural shingles, one 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

\$1990.00

790.00

Curtis & Dean Sports

5035.00 down 8/22/07 CC# 1083

Ten Thousand Seventy and No/100 10,070.00

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

Ten Thousand Seven Hundred Eighty and No/100 10,780.00

Payment to be made as follows:
2517.50 down 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

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

EXHIBIT

"A"

Signature

Ron & Ruth Cassano



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
CHECK BY	DELIVER BY
	AC

RELIABLE CONSTRUCTION 153 TREASURE LAKE DUBOIS PA 15801

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

ACCT NO	PROJECT
DU1189	144
INV NO	070925874455
INV DATE	DEL DATE
09/10/07	09/10/07
12:19:00	
SOLED BY	DANIEL F
CUST PO NO	CALL DAVID

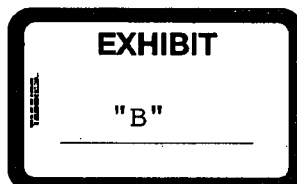
CREAM COLORED SPLIT ENTRY ON TREASURE LAKE RD. COUSINS JOB FROM CUSTOM CONTRACTING

*** INVOICE ***
 SLSP:1321 CSHR:1345
 [IND2] 1300-75 PAGE 1

SHIP	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP	UNIT PRICE	PER	NET AMT.
				PURCHASER: DAVID ROUCH ORDER #D76098				
	3930MDW	50	EACH	LANDMARK 30AR M DRIFTWOOD	50	17.150	EACH N	857.50
	39GADW	3	BDLE	GEN ACC CERT DRIFTWOOD	3	26.990	BDLE	80.97
Thank You For Shopping ***END OF ORDER*** These Quality Building Products								
RECEIVED IN GOOD CONDITION CUSTOMER SIGNATURE						SUBTOTAL 938.47 SALES TAX 56.31		
CHARGE E.I.N. 25-1614595 REMIT ALL PAYMENTS TO: Your Building Centers Inc. P.O. Box 1230 Altoona, Pa. 16603						PEN 6.0000 PLEASE PAY THIS AMOUNT		994.78

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





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>[Signature]</i>	<i>[Signature]</i>

RELIABLE CONSTRUCTION
153 TREASURE LAKE

DUBOIS PA 15801

CORNER OF TL & 2ND BUCCO REEF

PH#814-371-7010

ACCT NO.	PROJECT
DU1189	144
INV NO.	070925506870
INV DATE	DEL DATE
09/06/07	09/06/07
13:20:33	
SOLD BY	DANIEL F.
CUST PO NO.	CALL DATED
*** INVOICE ***	
SLSP:1321	CSHR:1301
[IND1] 1300-110 PAGE 1	

SHIP.	ITEM NO.	QTY. ORD.	UM	DESCRIPTION	QTY. SHIP.	UNIT PRICE	PER	NET AMT.
				PURCHASER: DAVID ROUCH ORDER #D76063				
	10S268	1	PC	2X6X8 SPRUCE DIMENSION	1	3.850	PC	3.85
	102410	6	PC	2X4X10 SPRUCE DIMENSION	6	2.750	PC	16.50
	37500SB	9	PC	4X8Y3/8" ORIENTED STRAND BOARD	9	11.550	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
	40BWOSCB	1	EACH	ANOR06 UNIVERS OSC CREAM	1	15.590	EACH	15.59
	33ARSB	3	EACH	ALCOA BR. PERF. SOFFIT 12'	3	14.990	EACH	44.97
				ALUMINUM				
	33AJCB	2	EACH	ALCOA BR. SOFFIT J-CHANNEL 12'	2	6.990	EACH	13.98
				ALUMINUM				
	39WW	2	EACH	WEATHER WATCH 250 (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 SIDA GATE	1	37.790	EACH	37.79
	33ORDLL30	2	EACH	LOR-30 LO OMNI ROLL 30'	2	68.990	EACH	137.98

METHOD OF PAYMENT

RECEIVED IN GOOD CONDITION

SUBTOTAL
SALES TAX

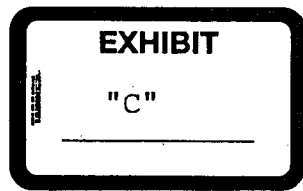
CUSTOMER SIGNATURE

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





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

RELIABLE CONSTRUCTION
 153 TREASURE LAKE
 DUBOIS PA 15801

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

ACCT. NO.	PROJECT
DU1189	144
INV. NO.	070323506870
INV. DATE	09/06/07
DEL. DATE	09/06/07
SOLD BY	DANIEL
CUST. PO. NO.	CALL DAVID

CREAM COLORED SPLIT ENTRY, ON TREASURE LAKE RD. ADJUSTING JOB FROM
 CUSTOM CONTRACTING

*** INVOICE ***
 SLSP:1321 CSHR:1301
 [IND1] 1300-110 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
	1301881	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
	4160R3DBAL	1	EACH	GENERIC CR3DBAL COIL ROOF NAILS	1	22.990	EACH	22.99
	41512D	1	EACH	BOSTITCH S12D 3-1/4" NAILS	1	31.490	EACH	31.49
				END OF ORDER				
	102820	7	PC	2XBX20 SPRUCE DIMENSION	7	13.220	PC	92.54
	1117943	1	EACH	14004 CLEAR ROOF SEALANT GALLON	1	33.290	EACH	33.29
	FUEL	1	EACH	SERVICE CHARGE	1	5.000	EACH	5.00

METHOD OF PAYMENT	RECEIVED IN GOOD CONDITION	SUBTOTAL	884.29
CHARGE	CUSTOMER SIGNATURE	SALES TAX	53.06
	E.I.N. 25-1614595	PEN 6.0000	937.35
	REMIT ALL PAYMENTS TO:	PLEASE PAY THIS AMOUNT	
	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

"D"



An Employee Owned Company

ALTOONA	814-844-9436	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

1756.50

CASH

CASH

ACCT. NO.	PROJECT
CASH	000
INV. NO.	070923506871
INV. DATE	DEL. DATE
09/06/07	
13:20:42	
SOLD BY	PATRICK S
CUST. PO. NO.	

*** INVOICE ***

SLSP:1343 CSHR:1301

(IND1) 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
<p>Thank You For Shopping YBC Supplier Of These Quality Building Products</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> ALCOA </div> <div style="text-align: center;"> STANLEY </div> <div style="text-align: center;"> Armstrong </div> <div style="text-align: center;"> Trex </div> </div> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> Corbin-Kenney </div> <div style="text-align: center;"> Diamond Aristokraft </div> <div style="text-align: center;"> Gildan </div> </div>								
<p>METHOD OF PAYMENT: CASH PAID: -5.82</p>								-5.49
<p>CHANGE DUE: 0.00</p>								-0.33
<p>RECEIVED IN GOOD CONDITION</p>								-5.82
<p>CUSTOMER SIGNATURE</p>								
<p>E.I.N. 25-1614595 REMIT ALL PAYMENTS TO: Your Building Centers Inc. P.O. Box 1230 Altoona, Pa. 16603</p>								
<p>PLEASE PAY THIS AMOUNT</p>								

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

"E"

Daniel King 371-3760



An Employee Owned Company

Return Authorization Receipt (RAR)

RAR	D10000
Date	Sales ID#

371-3760
David Kline

Pick up location: (Job Name)

Name Cornier JL & 2nd

Address Bucco Reef

City/State _____

Customer Name & Address

Eastern Cal Const

Reliable Const

Contact Person _____

Phone number _____

Account # _____

Pick up instructions:

Salesman Signature

Driver Signature

Customer Signature

Yard Foreman Signature
(Inspection)

Manager Approval

Store #

Original Invoice #

Is refund due

Yes ☐ No ☐

Material received as noted below

2) Brown Drip edge

Item #	Quantity	Description	Each	Total	PC#	Comment
	1	2 x 8 x 20	13.22	13.22		TOTAL \$181.93
	1	Caps Green Acc. Driftwood	26.99	26.99		
	1	Posthole 16D C50239	31.44	31.44	5179	
	1	1 1/2" Boot	4.99	4.99		
	1	3" Boot	5.39	5.39		
	2	5/8 OSB	11.55	23.10		

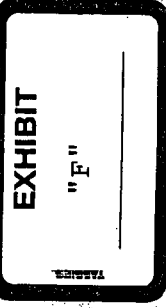
Product condition (PC#) ☐ Good ☒ Defective

☒ Damaged ☐ Not our product

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

1) Goe very pleasant

CUSTOMER COPY



35.50
1756.50
32.18.50
1780.20
6.12
1786.50

50331
1750.20
3284.80

937.35
994.78
1932.1
-181.93
1750.20

Total \$ 5783.75

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
(Or: Rtwood) 30 yr. Arc. shingles. Replace Felt Paper, & install
Ice Guard along bottom of eaves. I will also
install new Ridge Vent on peak.
I will Frame up & sheet opening existing on
Front middle of roof.
I will Install seamless Gutter on both
eaves.

Total Labor + Material \$ 7,000.

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

CUSTOMERS SIGNATURE

Kirk E Michelitsch

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 & Facia (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. Install 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, 20 08

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
Ch # 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.

July 2, 2010

Phone (814) 371-3760
Telecopier (814) 371-4874

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 upcoming Arbitration to be held on July 13, 2010, at
9:00 a.m.

We are also sending a copy of the same to opposing
Ccounsel 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