

08-1221-CD

Megan L. Ross al vs Naheed Malik al

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

CIVIL COMPLAINT

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED SCC Atty Noble
01:11:45 PM
JUL 02 2008 Atty pd. \$95.00
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08-_____-CD

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

MEGAN N. LANICH ROSS, an adult individual,)	
individually and as Administratrix of the Estates of)	
CHANDLER R. ROSS and DAWSON H. ROSS,)	
)	
PLAINTIFF,)	
)	No. 08-_____ -CD
v.)	
)	
NAHEED S. MALIK, an adult individual, and)	
SHAUKAT I. MALIK, an adult individual)	
)	
DEFENDANTS.)	

CIVIL COMPLAINT

NOW COMES Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her CIVIL COMPLAINT:

The Parties

1. Plaintiff is Megan N. Lanich Ross, an adult individual, who does reside at 130 Meadow Wood Lane, Woodland, Clearfield County, Pennsylvania 16881, in her individual capacity and as Administratrix of the Estate of Dawson H. Ross and Chandler R. Ross.
2. That first defendant is Naheed S. Malik, upon information and belief, an adult individual, who does, and at all material times, did reside at 2359 Meadow Road, Clearfield, Clearfield County, Pennsylvania 16830.
3. That first defendant is Shaukat I. Malik, upon information and belief, an adult

individual, who does, and at all material times, did reside at 2359 Meadow Road, Clearfield, Clearfield County, Pennsylvania 16830.

4. That, upon information and belief, that defendants are, and at all material times, were married to each other, living together as husband and wife.

Background

5. That the averments of paragraphs 1 - 4, inclusive, are hereby incorporated as if again fully set forth at length.

6. That, upon information and belief, amongst various business enterprises that the defendants jointly own and operate, is a real estate business in which they rent residential homes to various tenants.

7. That amongst the real estate that defendants offer to rent was a structure located at 209 and 211 Filbert Street, Curwensville, Clearfield County, Pennsylvania, best described as a "duplex", being housing for two families under one common roof.

8. That for a period of time, commencing approximately in October, 2006 through July, 2007, Plaintiff rented from the Defendants the portion of the above identified premises, specifically the one with address of 209 Filbert Street, to house her family, including her three minor (3) children, Kiana Ross (DOB: 10/13/99); Dawson H. Ross (DOB: 4/5/02); and Chandler R. Ross (DOB: 2/9/04).

9. That on the morning of July 22, 2007, being a Sunday, Plaintiff awoke sometime shortly before 7:00 A.M., as she was to go to work at her regular place of employment as a waitress at a restaurant located about 10 minutes away.

10. At the above identified time, sleeping in Plaintiff's home were her three (3) minor

children and her niece Brittany Graham, who was the children's babysitter while Plaintiff was to be at work.

11. That Brittany Graham and Kiana Ross were sleeping in one room, located in the "back of the house" (being farthest from Filbert Street), while Dawson was asleep in his and Chandler's room, located on the second floor towards the left of the house as you look towards Filbert Street), and Chandler was asleep in his mother's room, having come into her room at about 5:00 A.M., located in the "front of the house".

12. That Plaintiff left for work around 7:00 A.M., on the morning of July 22, 200 and all other occupants of the home were asleep.

13. That, upon information and belief, sometime within an hour or so after Plaintiff had left for work, Dawson had awoken and went downstairs into the living room area, located on the first floor nearest Filbert Street and apparently played with a lighter that he had taken from someplace and had hidden.

14. That, upon information and belief, Dawson, then five (5) years of age, successfully but tragically ignited the lighter and started a fire beginning with the couch and continuing through the house.

15. That, upon information and belief, Dawson, most likely in fear of what happened, returned to his and Chandler's bedroom.

16. That shortly before 8:00 A.M., as the fire and accompanying smoke spread throughout the house, Brittany Graham and Kiana Ross awoke to screams which were coming from Dawson, however, due to the heavy smoke and tremendous heat, Brittany was not able to advance into the house and a neighbor had come to the back window with a ladder which provided escape from the structure for Brittany and Kiana.

17. That Dawson H. Ross remained trapped in the structure and was killed, presumably from smoke inhalation, and also suffering from significant burns, his remains found in his bedroom.

18. That Chandler R. Ross also was not able to be rescued, was also trapped in the home, and also perished in the fire, presumably from smoke inhalation and also suffering from significant burns, his remains found in his mother's bedroom.

19. That there was no smoke detectors in the Lanich/Ross home.

20. That well before the fire, Plaintiff has requested that smoke detectors be installed in the home and although Defendants and their representatives indicated they would do so, never did install said smoke detectors.

21. That upon information and belief, if smoke detectors had been installed as requested and as required, pursuant to applicable statutes, codes and standards of negligence, Dawson H. Ross and Chandler R. Ross would not have been killed and would not have suffered the significant injuries from which they died.

**Count I: Plaintiff v. Defendant Naheed S. Malik;
Statutory Violations**

22. That the averments of paragraphs 1 - 21, inclusive, are hereby incorporated as if again fully set forth at length.

23. That by ORDINANCE, duly adopted on June 13, 2005, by the Borough of Curwensville, a duly formed and existing political subdivision, specifically ORDINANCE 457, a true and correct copy of which is attached hereto as Exhibit "A", Curwensville Borough adopted the 2003 International Property Maintenance Code.

24. § 704.2 of the 2003 International Property Maintenance Code, a true and correct copy of which is attached hereto as Exhibit "B", required that numerous smoke detectors be installed and maintained in the Lanich/Ross home, located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

25. Specifically, said Defendant should have installed and maintained at least eight (8) smoke detectors in the Lanich/Ross home, located in each of the three bedrooms, immediately outside of each bedroom, one on the first floor and one in the basement.

26. That said Defendant neither installed nor maintained any smoke detectors on the Lanich/Ross premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania at any time during the Lanich/Ross tenancy.

27. That the Defendant Naheed S. Malik acquired the property on October 9, 2006, for purposes of the Defendant's real estate business, after Curwensville Borough had duly and properly adopted ORDINANCE 457. A true and correct copy of the deed conveying said property to Defendant Naheed S. Malik is attached hereto as Exhibit "C".

28. That as a direct and proximate result of said Defendant's failure to install and properly maintain the smoke detectors as required by Curwensville Borough's ORDINANCE 457, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

- (d) each of their beneficiaries and representatives, sustained economic and general

damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count II: Plaintiff v. Defendant Shaukat I. Malik;
Statutory Violations**

29. That the averments of paragraphs 1 - 28, inclusive, are hereby incorporated as if again fully set forth at length.

30. That said Defendant has an ownership interest and participated in the operation of the real estate business.

31. Said Defendant, as one who participated in this real estate venture as an owner and in its operation and control, should have complied with Curwensville Borough ORDINANCE 457 and as such should have installed and maintained at least eight (8) smoke detectors in the Lanich/Ross home, located in each of the three bedrooms, immediately outside of each bedroom, one on the first floor and one in the basement.

32. That said Defendant neither installed nor maintained any smoke detectors on the Lanich/Ross premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania at any time during the Lanich/Ross tenancy.

33. That as a direct and proximate result of said Defendant's failure to install and properly maintain the smoke detectors as required by Curwensville Borough's ORDINANCE 457, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;

(b) each were placed in significant fear;

(c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count III: Plaintiff v. Defendant Naheed S. Malik;
Negligence**

34. That the averments of paragraphs 1 - 33, inclusive, are hereby incorporated as if again fully set forth at length.

35. That Defendant Naheed S. Malik, as the owner of record and as a person who had an interest in this real estate business with the other Defendant and whom together jointly operated and controlled the same, owed a duty of care to Plaintiff and her children as tenants of the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

36. That said Defendant negligently breached said duty of care by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville ORDINANCE 457.

37. That as a direct and proximate result of said Defendant's aforementioned negligence, Dawson H. Ross and Chandler R. Ross suffered injuries and damages

as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count IV: Plaintiff v. Defendant Shaukat I. Malik;
Negligence**

38. That the averments of paragraphs 1 - 37, inclusive, are hereby incorporated as if again fully set forth at length.

39. That Defendant Shaukat I. Malik, as a person who had an ownership interest in this real estate business with the other Defendant and whom together jointly operated and controlled the same, owed a duty of care to Plaintiff and her children as tenants of the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

40. That said Defendant negligently breached said duty of care by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville ORDINANCE 457.

41. That as a direct and proximate result of said Defendant's aforementioned negligence, Dawson H. Ross and Chandler R. Ross suffered injuries and damages

as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count V: Plaintiff v. Defendant Naheed S. Malik;
Breach of Contract**

42. That the averments of paragraphs 1 - 41, inclusive, are hereby incorporated as if again fully set forth at length.

43. That Plaintiff contracted with Defendant Naheed S. Malik to lease the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania as her residence for her and her family.

44. That as a residential lease, said Defendant owed an implied warranty of fitness and habitability to Plaintiff and her children.

45. That said Defendant breached said implied warranties of fitness and habitability by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville Borough ORDINANCE 457 in the premises.

46. That as a direct and proximate result of said Defendant's aforementioned breach of contract, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VI: Plaintiff v. Defendant Shaukat I. Malik;
Breach of Contract**

47. That the averments of paragraphs 1 - 46, inclusive, are hereby incorporated as if again fully set forth at length.

48. That Plaintiff contracted with Defendant Shaukat I. Malik, as an owner and as a person who controlled and/or participated in the control of this real estate business, to lease the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania as her residence for her and her family.

49. That as a residential lease, said Defendant owed an implied warranty of fitness and habitability to Plaintiff and her children.

50. That said Defendant breached said implied warranties of fitness and habitability by

neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville Borough ORDINANCE 457 in the premises.

51. That as a direct and proximate result of said Defendant's aforementioned breach of contract, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VII: Plaintiff v. All Defendants;
Wrongful Death (Dawson H. Ross)**

52. That the averments of paragraphs 1 - 51, inclusive, are hereby incorporated as if again fully set forth at length.

53. Due to the conduct of the defendants, as aforesaid, Dawson H. Ross died and left individuals entitled to recover for his death.

54. Said Decedent's statutory beneficiaries, by reason of the death of Decedent, have suffered such losses as are permitted for recovery, including funeral expenses, financial

losses, and other expenses of the administration of the estate.

55. In addition, said Decedent's statutory survivors have suffered the loss of Decedent's society and comfort, freidnship, guidance, love, tutelage, affection, services, and other damages as are recoverable under the Wrongful Death Act of Pennsylvania.

56. Plaintiff, as Administratix of said Decedent's Estate, therefore brings this action under and by virtue of the Act of 1885, P.L. 309, as amended, 42 Pa.C.S.A. §8031 and Pa.R.C.P. 2202(a).

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VIII: Plaintiff v. All Defendants;
Wrongful Death (Chandler R. Ross)**

57. That the averments of paragraphs 1 - 56, inclusive, are hereby incorporated as if again fully set forth at length.

58. Due to the conduct of the defendants, as aforesaid, Chandler R. Ross died and left individuals entitled to recover for his death.

59. Said Decedent's statutory beneficiaries, by reason of the death of Decedent, have suffered such losses as are permitted for recovery, including funeral expenses, financial losses, and other expenses of the administration of the estate.

60. In addition, said Decedent's statutory survivors have suffered the loss of Decedent's society and comfort, freidnship, guidance, love, tutelage, affection, services, and other damages as are recoverable under the Wrongful Death Act of Pennsylvania.

61. Plaintiff, as Administratrix of said Decedent's Estate, therefore brings this action under and by virtue of the Act of 1885, P.L. 309, as amended, 42 Pa.C.S.A. §8031 and Pa.R.C.P. 2202(a).

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count IX: Plaintiff v. All Defendants;
Survival Action (Dawson H. Ross)**

62. That the averments of paragraphs 1 - 61, inclusive, are hereby incorporated as if again fully set forth at length.

63. Plaintiff brings this action on behalf of the Estate of Dawson H. Ross under and by virtue of the Act of June 30, 1972, P.L. 500, No. 164, effective July 1, 1972; 20 Pa.C.S.A. § 3373, 42 Pa.C.S.A. § 8302 and Pa.R.C.P. 2352 (a).

64. Said Plaintiff's estate claims all damages suffered by reason of the death of Dawson H. Ross, including the following:

- (a) His mental and physical pain, suffering and inconvenience prior to his death on July 22, 2007;
- (b) His future earning and loss of future earning capacity;
- (c) His other financial losses suffered as a result of his death;
- (d) His loss of enjoyment of life; and
- (e) Such other damages as are recoverable in a survival action.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count X: Plaintiff v. All Defendants;
Survival Action (Chandler R. Ross)**

65. That the averments of paragraphs 1 - 64, inclusive, are hereby incorporated as if again fully set forth at length.

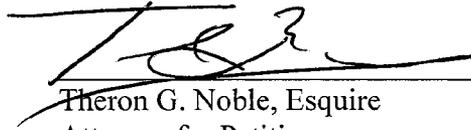
66. Plaintiff brings this action on behalf of the Estate of Chandler R. Ross under and by virtue of the Act of June 30, 1972, P.L. 500, No. 164, effective July 1, 1972; 20 Pa.C.S.A. § 3373, 42 Pa.C.S.A. § 8302 and Pa.R.C.P. 2352 (a).

67. Said Plaintiff's estate claims all damages suffered by reason of the death of Chandler R. Ross, including the following:

- (a) His mental and physical pain, suffering and inconvenience prior to his death on July 22, 2007;
- (b) His future earning and loss of future earning capacity;
- (c) His other financial losses suffered as a result of his death;
- (d) His loss of enjoyment of life; and
- (e) Such other damages as are recoverable in a survival action.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Noble', is written over a horizontal line.

Theron G. Noble, Esquire

Attorney for Petitioner

Ferraraccio & Noble

301 East Pine Street

Clearfield, PA 16830

(814)-375-2221

PA I.D. #: 55942

ORDINANCE NO. 457

**AN ORDINANCE OF THE BOROUGH OF CURWENSVILLE,
CLEARFIELD COUNTY, PENNSYLVANIA, CHAPTER 85, FOR THE
ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE
CODE**

An ordinance of the Borough of Curwensville adopting the 2003 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the Borough of Curwensville; providing for the issuance of permits and collection of fees therefore; repealing Chapter 85 of the Code of the Borough of Curwensville (Ordinance No. 421) and all other ordinances and parts of the ordinances in conflict therewith.

BE IT ORDAINED AND ENACTED by the Borough Council of Curwensville Borough, Clearfield County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same as follows:

Section 85-1. Adoption of Standards - That a certain document, one (1) copy of which is on file in the office of the Borough Secretary of the Borough of Curwensville, being marked and designated as the *International Property Maintenance Code*, 2003 edition, and all current and subsequent publications, revisions, amendments, updating, changes, cumulative supplements or reissuing,

□ □

- Exhibit "A" -

as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the Borough of Curwensville, in the State of Pennsylvania, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the Borough of Curwensville are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 85-2 of this ordinance.

Section 85-2. Modifications to Standards - The following sections are hereby revised:

- A. In Section 101.1. (second line) insert: the Borough of Curwensville.
- B. In Section 103.5. insert: Schedule to be established from time to time by Resolution of Borough Council of the Borough of Curwensville.
- C. In Section 106.4 (sixth line) insert: The amount of the fine for each violation shall not be less than \$50.00 nor more than \$1,000.00, plus costs of prosecution.
- D. In Section 304.14. (first and second lines) insert: April 1 to December 1.
- E. In Section 602.3. (fifth line) insert: September 1 to June 1.
- F. In Section 602.4. (third line) insert: September 1 to June 1.

Section 85-3. Repealer - That Chapter 85 (Ordinance No. 421) of the Code of the Borough of Curwensville entitled PROPERTY MAINTENANCE, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 85-4. Validity - That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. Curwensville Borough Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 85-5. Effect of Adoption - That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 85-3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 85-6. Effective Date - That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

ORDAINED AND ENACTED by the Council of the Borough of Curwensville
in a public meeting held the 13th day of June, 2005.

ATTEST:

CURWENSVILLE BOROUGH COUNCIL

Emma Scarnis
Secretary

BY: John A. Sur
President of Borough Council

EXAMINED AND APPROVED this 13th day of June, 2005

David A. McConnel
Mayor

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

[F] SECTION 702 MEANS OF EGRESS

702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *International Fire Code*.

702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

[F] SECTION 703 FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition.

Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

[F] SECTION 704 FIRE PROTECTION SYSTEMS

704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

704.2 Smoke alarms. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*.

704.3 Power source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the



**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
CIAMACCO SETTLEMENT SERVICES

Instrument Number - 200618701
Recorded On 11/3/2006 At 2:55:42 PM

- * Instrument Type - DEED
- * Total Pages - 4
- Invoice Number - 157770
- * Grantor - YOUNG, SPENCER A
- * Grantee - MALIK, NAHEED S
- * Customer - CIAMACCO SETTLEMENT SERVICES

*** FEES**

STATE TRANSFER TAX	\$660.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
CURWENSVILLE AREA	\$330.00
SCHOOLS REALTY TAX	
CURWENSVILLE BOROUGH	\$330.00
TOTAL PAID	\$1,348.50



Exhibit "C"

I hereby **CERTIFY** that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck
Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

This Deed

MADE the 9th day of October in the year Two Thousand and four (2006).

BETWEEN SPENCER A. YOUNG and KRISTIE L. YOUNG, husband and wife, of 211 Filbert Street, Curwensville, Pennsylvania 16833, hereinafter referred to as the "GRANTOR";

-And-

NAHEED S. MALIK, a married individual, of 395 W. Blackwell Street, Dover, New Jersey 07801, hereinafter referred to as the "GRANTEE".

WITNESSETH, that in consideration of the sum of Sixty-six Thousand (\$66,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, his successors and assigns forever,

ALL those certain pieces, parcels or tracts of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL ONE: 209 Filbert Street, Curwensville, Pennsylvania 16833

BEGINNING at a stake in the East line of Filbert Street, said stake being located North Thirty (30) degrees forty-eight (48) minutes East one hundred five and eight tenths (105.8) feet from the Northeast corner of the intersection of Filbert Street and Water Street; thence North thirty (30) degrees forty-eight (48) minutes East, twenty-five and seven tenths (25.7) feet to mark in concrete walk at the corner of Lot No. 211; thence along the line of Lot No. 211; South fifty-nine (59) degrees twelve (12) minutes East, one hundred and ninety (190) feet to a stake on the line of an alley; thence along line of said alley South thirty (30) degrees forty-eight (48) minutes West, twenty-five and seven tenths (25.7) feet to a stake on the corner of Lot Nos. 205-207; thence along line of said Lot Nos. 205-207; North fifty-nine (59) degrees twelve (12) minutes West, one hundred and ninety (190) feet to place of beginning. Being known as Lot No. 209, Filbert Street, Curwensville, Pennsylvania.

PARCEL TWO: 211 Filbert Street, Curwensville, Pennsylvania 16833

BEGINNING at a mark in concrete walk in the East line of Filbert Street, said mark in concrete walk being located North 30 degrees 48 minutes East 131.5 feet from the Northeast corner of the intersection of Filbert Street and Water Street; thence North 30 degrees 48 minutes East 26.3 feet to a said alley South 30 degrees 48 minutes West 26.3 feet to a stake at the corner of Lot No. 209 North 59 degrees 12 minutes West 190 feet to the place of beginning, being known as Lot No. 211, Filbert Street, Curwensville, Pennsylvania.

SUBJECT, HOWEVER, to all exception and reservations contained in the prior chain of title pertaining to coal and other materials.

BEING the same premises which Allen G. Bressler granted and conveyed unto Spencer A. Young and Kristie L. Young by deed dated October 5, 2000 and recorded October 9, 2000 in the office of the Recorder of Deeds of Clearfield County at Instrument No. 200015031.

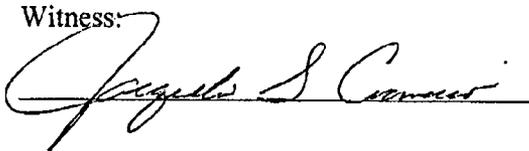
TOGETHER with all and singular, the improvements, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said parties of the first part in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof.

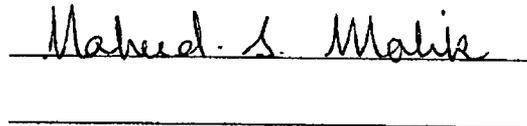
TO HAVE AND HOLD the said hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances unto the said party of the second part, their heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said party of the second part, their heirs, executors, administrators, and assigns, **FOREVER.**

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:





This 2nd day of November, 2006.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended).

AND the said Grantors will SPECIALLY warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered
in the presence of:

Kristen L. Zurat

Spencer A. Young {SEAL}

"as to both"

Kristie L. Young {SEAL}

Certificate of Residence

I hereby certify that the precise residence of the Grantees herein are as follows:

Naheed S. Malik
395 W. Blackwell Street
Dover, NJ 07801

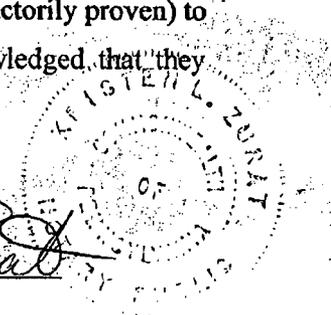
[Signature]
Agent or Attorney for Grantees

Commonwealth of Pennsylvania :
: SS.
County of Clearfield :

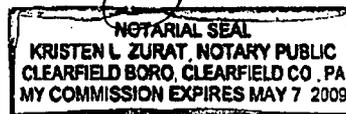
On this, the 9th day of October, 2006, before me, the undersigned authority, personally appeared Spencer A. Young and Kristie L. Young, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kristen L. Zurat
Notary Public



My Commission Expires:



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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08-_____-CD

VERIFICATION

I, Megan N. Lanich Ross, Plaintiff, do hereby swear and affirm that I have read the foregoing CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 17th day of June, 2008.

By,


Megan N. Lanich Ross, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1221-CD

MEGAN N. LANICH ROSS, an adult individual al

vs

SERVICE # 1 OF 2

NAHEED S. MALIK, an adult individual, and SHAUKAT I. MALIK, an adult individual

COMPLAINT

SERVE BY: 08/01/2008

HEARING:

PAGE: 104369

DEFENDANT: NAHEED S. MALIK, an adult individual

Per atty

ADDRESS: 2359 MEADOW ROAD
CLEARFIELD, PA 16830

7-11-08

Try 2539 Meadow Rd

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

No Such ADDRESS
7-16-08 N/H

SHERIFF'S RETURN

NOW, 17th DAY OF July, 2008 AT 11:47 (AM/PM) SERVED THE WITHIN

COMPLAINT ON NAHEED S. MALIK, an adult individual, DEFENDANT

BY HANDING TO NAHEED S. MALIK 1 DEF

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

ADDRESS SERVED 1 N. 2ND ST, CLEARFIELD, PA 16830

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR NAHEED S. MALIK, an adult individual

AT (ADDRESS) _____

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

I MAKE RETURN OF NOT FOUND AS TO NAHEED S. MALIK, an adult individual

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Chester A. Hawkins
Deputy Signature

CHESTER A. HAWKINS
Print Deputy Name

FILED

0 11:59 a.m GK
JUL 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1221-CD

MEGAN N. LANICH ROSS, an adult individual al

vs

SERVICE # 2 OF 2

NAHEED S. MALIK, an adult individual, and SHAUKAT I. MALIK, an adult individual

COMPLAINT

SERVE BY: 08/01/2008

HEARING:

PAGE: 104369

Per atty
try: 2539 Meadow Road

DEFENDANT: SHAUKAT I. MALIK, an adult individual

ADDRESS: 2359 MEADOW ROAD
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

NO SUCH ADDRESS
7-15-08 N/A

SHERIFF'S RETURN

NOW, 17th July, 2008 AT 11:50 (P) AM / PM **SERVED** THE WITHIN

COMPLAINT ON SHAUKAT I. MALIK, an adult individual, DEFENDANT

BY HANDING TO SHAUKAT I. MALIK, DEF.

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

ADDRESS SERVED 1 N. 2ND ST CLEARFIELD, PA 16830

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

COMPLAINT FOR SHAUKAT I. MALIK, an adult individual

AT (ADDRESS) _____

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

I MAKE RETURN OF **NOT FOUND** AS TO SHAUKAT I. MALIK, an adult individual

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

_____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Chester A. Hawkins
Deputy Signature

CHESTER A. HAWKINS
Print Deputy Name

FILED

0 11:59 AM GK
JUL 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as Administratrix :
Of the Estates of CHANDLER R. ROSS :
And DAWSON H. ROSS, : No. 08-1221-CD
Plaintiff :
vs. :
NAHEED S. MALIK, an adult individual, and :
SHAUKAT I. MALIK, an adult individual, :
Defendants :

CASE NUMBER: No. 2008-1221-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: ANSWER AND NEW MATTER
FILED ON BEHALF OF: Defendants

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I. D. #26540
207 E. Market Street
Clearfield, PA 16830
(814) 765-1581

FILED^{3 CC} *Atty Gearhart*
0/2:00 *LM*
SEP 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult	:	
Individual, individually and as Administratrix	:	
Of the Estates of CHANDLER R. ROSS	:	
And DAWSON H. ROSS,	:	No. 08-1221-CD
Plaintiff	:	
	:	
vs.	:	
	:	
NAHEED S. MALIK, an adult individual, and	:	
SHAUKAT I. MALIK, an adult individual,	:	
Defendants	:	

NOTICE

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

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

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

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

MEGAN N. LANICH ROSS, an adult	:	
Individual, individually and as Administratrix	:	
Of the Estates of CHANDLER R. ROSS	:	
And DAWSON H. ROSS,	:	No. 08-1221-CD
Plaintiff	:	
	:	
vs.	:	
	:	
NAHEED S. MALIK, an adult individual, and	:	
SHAUKAT I. MALIK, an adult individual,	:	
Defendants	:	

ANSWER AND NEW MATTER

AND NOW comes Naheed S. Malik and Shaukat I. Malik, by and through their attorney, who files an answer and new matter to the Complaint filed to the above caption, and in support thereof avers as follows:

1. Not within the knowledge of the Defendants, and, therefore, no answer required.
2. Admitted.
3. Admitted.
4. Admitted.
5. No answer required.
6. Admitted as to Naheed S. Malik. Denied as to Shaukat I. Malik.

Further, denied as to the scope of the Plaintiff's claim. Defendant, Naheed S. Malik, is the sole owner of the real estate in question, which she rented out for residence. Shaukat I. Malik had no ownership claim.

7. Admitted, with the exception of the claim of ownership by Shaukat I. Malik.

8. Admitted in part and denied in part. It is admitted that Plaintiff resided in the identified premises with her three (3) children, but also with her paramour/husband, who was the father of those three (3) children.

9. Not within the knowledge of the Defendants, and, therefore, no answer required.

10. Admitted.

11. Not within the knowledge of the Defendants, and, therefore, no answer required.

12. Not within the knowledge of the Defendants, and, therefore, no answer required.

13. Not within the knowledge of the Defendants, and, therefore, no answer required.

14. Not within the knowledge of the Defendants, and, therefore, no answer required.

15. Not within the knowledge of the Defendants, and, therefore, no answer required.

16. Not within the knowledge of the Defendants, and, therefore, no answer required.

17. Admitted.

18. Admitted.

19. Denied. The premises in question were, in fact, equipped with smoke detectors throughout the apartment. Defendants had no reason to believe they

were not functioning properly since Mr. Malik, on behalf of his wife, had asked about it, with the male tenant assuring him that he would take care of it.

20. Denied. Smoke detectors had been in the house since Mrs. Malik purchased it, and to their knowledge, they continued to be in the house. On behalf of his wife, Mr. Malik inquired as to their function and asked to come in and check them, but was told by the male resident that, "I will take care of it".

21. Calls for a conclusion of law, and, therefore, no answer is required..

COUNT I – Defendat Naheed S. Malik
Statutory Violations

22. No answer required.

23. Admitted.

24. Admitted.

25. Denied that the smoke detectors were not installed as required.

26. Denied, for reasons explained above.

27. Admitted.

28. Denied that the Defendant failed to install and maintain smoke detectors, and, therefore, it is denied that this failure is the direct and proximate cause of the injuries and death to Dawson H. Ross and Chandler R. Ross.

COUNT II – Plaintiff vs. Defendant Shaukat I. Malik
Statutory Violations

29. No answer required.

30. While it is admitted that Shaukat Malik assisted his wife in the maintaining of the subject premises, it is denied that he had an ownership interest.

31. Calls for a conclusion of law, and, therefore, no answer is required.

32. It is denied that the Defendant had a duty to install smoke detectors in property he did not own. And further it is denied that smoke detectors were not installed.

33. Denied that the alleged failure to install smoke detectors – which, in fact, were installed – was the direct and proximate cause of the injuries and deaths of the two young boys.

COUNT III – Plaintiff vs. Defendant Naheed S. Malik - Negligence

34. No answer required.

35. Admitted.

36. Denied, for reasons stated above. That is, Defendant maintains that there were smoke detectors installed in compliance with Defendant's duty.

37. Because it is denied that there were not any smoke detectors, it is therefore denied that this was the direct and proximate cause of the death and injuries of the two young boys.

COUNT IV – Plaintiff v. Defendant Shaukat I. Malik – Negligence

38. No answer required.

39. As stated above, Shaukat Malik was not an owner of these premises, and, therefore, he did not owe any duty and care.

40. Denied that there were not smoke detectors installed and maintained. Further denied that Shaukat Malik was the owner of the subject premises.

41. Since it is denied that there were no smoke detectors in the house, it is further denied that this is the direct and proximate cause of the death and injuries of the two young boys.

COUNT V – Plaintiff v. Defendant Naheed S. Malik
Breach of Contract

42. No answer required.

43. Admitted.

44. Calls for a conclusion of law and, therefore, no answer required.

45. Denied for reasons set forth above. There were smoke detectors installed and maintained.

46. Because it is denied that the premises lacked smoke detectors, it is denied that the lack of them is the direct and proximate cause of the death of the two children.

COUNT VI – Plaintiff v. Defendant Shaukat I. Malik
Breach of Contract

47. No answer required.

48. Denied that Shaukat Malik was the owner of the premises, and, therefore, denied, that he leased the premises.

49. Denied, calls for a conclusion of law.

50. Denied. Inasmuch as he denies ownership and denies premises lacked smoke detectors, the Defendant, Shaukat I. Malik, had no implied warranties of fitness and habitability.

51. Since it is denied that the premises lacked smoke detectors, it is denied that the lack of them is the direct and proximate cause of the death of the two children.

COUNT VII – Plaintiff v. All Defendants
Wrongful Death (Dawson H. Ross)

52. No answer required.

53. Denied that Dawson's death was due to the conduct of the Defendants.

54. Admitted.

55. Calls for a conclusion of law.

56. Calls for a conclusion of law.

COUNT VIII – Plaintiff v. All Defendants
Wrongful Death (Chandler R. Ross)

57. No answer required.

58. Denied that Chandler's death was due to the conduct of the Defendants.

59. Admitted.

60. Calls for a conclusion of law.

61. Calls for a conclusion of law.

COUNT IX – Plaintiff v. All Defendants
Survival Action (Dawson H. Ross)

62. No answer required.

63. No answer required.

64. Not within the knowledge of the Defendants.

COUNT X – Plaintiff v. All Defendants
Survival Action (Chandler R. Ross)

- 65. No answer required.
- 66. No answer required.
- 67. Not within the knowledge of the Defendants.

NEW MATTER

68. Paragraphs one (1) through sixty-seven (67) of the Complaint and Answers thereto are incorporated herein as though set forth in full.

69. That the Plaintiff, Megan N. Lanich Ross, was solely responsible for the injuries and deaths described due to her failure to provide adequate supervision for her children.

70. If she was not solely responsible for said injuries and death, her negligence in properly supervising two (2) young children contributed to their death.

71. The Defendant, Shaukat I. Malik, is not an owner of said real estate, and owes no duty to the Plaintiffs.

72. The Plaintiffs have improperly omitted as a party to this action the father of the two young children in question.

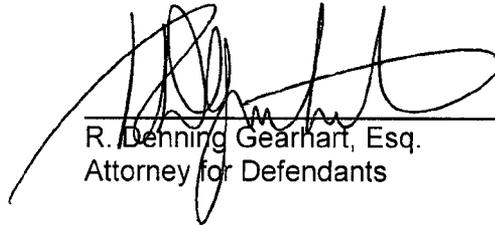
73. Plaintiffs were solely responsible because of their refusal to allow the Defendant, or her agent, to inspect and make any repairs necessary, including a check of the batteries on the smoke detectors. Defendants were further

restricted by the Plaintiff's dogs, which growled and intimidated people who came to the apartment.

74. Plaintiff, if not solely negligent, she at least contributed to said negligence by refusing to allow the Defendant, or her agent, to inspect and make any repairs necessary, including a check of the batteries on the smoke detectors.

75. That the damages outlined in the Complaint should be mitigated by the Trust Fund that was established by the public.

Respectfully submitted,



R. Denning Gearhart, Esq.
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF CLEARFIELD :

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared SHAUKAT I. MALIK and NAHEED S. MALIK, who being dully sworn according to law deposes and says that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of their knowledge, information and belief.

Shaukat I. Malik
SHAUKAT I. MALIK

Naheed S. Malik
NAHEED S. MALIK

Sworn to and subscribed

before me, this 22

day of September, 2008.

Kathleen A. Ricotta
Notary Public

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as Administratrix :
Of the Estates of CHANDLER R. ROSS :
And DAWSON H. ROSS, : No. 08-1221-CD
Plaintiff :
 :
vs. :
 :
NAHEED S. MALIK, an adult individual, and :
SHAUKAT I. MALIK, an adult individual, :
Defendants :

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Answer and New Matter filed in the above captioned matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Theron G. Noble, Esq.
Ferraraccio & Noble, Esqs.
301 East Pine Street
Clearfield, PA 16830

By:



R. Denning Gearhart, Esq.
Attorney for Defendants

Dated: September 22, 2008

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S PRELIMINARY OBJECTION
TO DEFENDANTS' NEW MATTER

AND NOW, comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows as her PRELIMINARY OBJECTIONS TO DEFENDANTS' NEW MATTER:

Background

1. This matter concerns the deaths of Plaintiffs' minor sons in a fire in Curwensville, Clearfield County Pennsylvania on July 22, 2007.
2. The residence, located at 209 and 211 Filbert Street was owned by at least one of the defendants and rented to Plaintiff and her family.
3. A fair reading of the pleadings to date frames the issue as to whether Defendants had smoke detectors in the premises, which is not addressed in the ensuing Preliminary Objection.

Procedural Posture

4. Civil Complaint was filed on July 2, 2008 and service duly perfected.
5. That following default notices, a responsive answer and new matter was filed on September 22, 2008.
6. That this responsive pleading is timely filed.

Issue I: Averment 75 of Defendants' New Matter

7. That Defendants plead as follows in averment 75 of their New Matter:

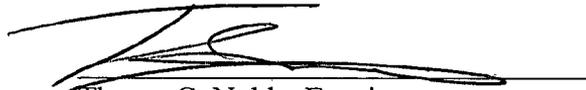
“That the damages outlined in the Complaint should be mitigated by the Trust Fund that was established by the public.”

8. That Plaintiff beleieves, ands therefore avers, that whatever charitable acts were bestowed upon her and her family are legally to be considered gifts to her and her family, without consideration, and for defendants to insist upon credit for them would negate such gifts as now there would be consideration.
9. Furthermore, that for the defendants to ask for and receive credit for such gifts would alter the various donors' intents, i.e. the benefit Plaintiff and her family in a time of need, to the benefit of defendants., in essence changing the donees to defendants instead of to Plaintiff and her family.
10. For the above reasons, Averment 75 of Defendant's New Matter should be stricken as it does not raise a legetimate defense issue pursuant to Pa.R.Civ.P. 1028(a)(4).
11. Averment 75 also violates Pa.R.Civ.P. 1028(a)(2) since it is impertinent to the Defendants' defense for the above reasons.
12. Lastly, if not removed from this cause of action, its inclusion would possibly have a chilling

effect on the creation of subsequent funds in times of need for others in that (i) subjecting such donations to discovery by the defense giving the defense in essence a right to audit the funds, their application and event the donors, some of which quit possibly did not intend to be made public; and (ii) result in logical persons to make the determination that they are not benefitting those in need but in fact a person or entity in the wrong.

WHEREFORE, Plaintiff respectfully requests that Averment 75 of Defendants' NEW MATTER be stricken.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

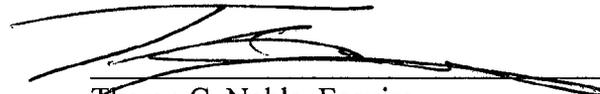
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 7th day of October, 2008, that I did mail a true and correct copy of Plaintiff's PRELIMINARY OBJECTION TO DEFENDANTS' NEW MATTER, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104369
NO: 08-1221-CD
SERVICES 2
COMPLAINT

PLAINTIFF: MEGAN N. LANICH ROSS, an adult individual al
vs.

DEFENDANT: NAHEED S. MALIK, an adult individual, and SHAUKAT I. MALIK, an adult individual

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	NOBLE	3395	20.00
SHERIFF HAWKINS	NOBLE	3395	29.42

5
FILED
013:40LM
OCT 13 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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD-

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

^S
FILED ^{NO CC}
mll:mbx
OCT 14 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

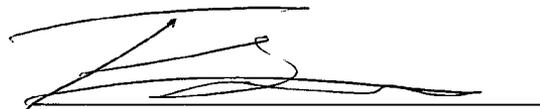
No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 11th day of October, 2008, that I did propound on counsel of record for defendants Plaintiff's FIRST SET OF DISCOVERY MATERIALS CONSISTING OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS (directed to each defendant), via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

MOTION TO COMPEL

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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FILED No. CC
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NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S MOTION TO COMPEL

AND NOW comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her MOTION TO COMPEL:

1. This matter was commenced by the filing of a CIVIL COMPLAINT on July 2, 2008.
2. The nexus of the matter is a fire in an apartment rented by Plaintiff from Defendants in which her two minor children were killed.
3. The central issue appears to be whether or not the defendants maintained adequate smoke detectors in the premises as required under ordinance and as reasonably required.
4. That on October 11, 2008, Plaintiff did propound its initial set of discovery materials, aimed geared primarily at the central issue concerning the smoke detectors.
5. That more than thirty (30) days have passed for proper response and despite two (2) phone calls to defense counsel concerning the progress of response, neither call has been returned as of

yet, nor has any response or reply been received regarding the same..

WHEREFORE, Plaintiff requests an ORDER compelling response to Plaintiff's FIRST SET OF DISCOVERY MATERIALS.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

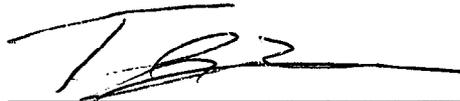
No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 20th day of November, 2008, that I did serve on counsel for defendants Plaintiff's MOTION TO COMPEL, via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

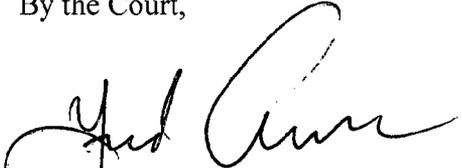
No. 08- 1221 -CD

ORDER

AND NOW this 24 day of November, 2008, Plaintiff's MOTION TO COMPEL is hereby GRANTED. Defendants shall fully respond to Plaintiff's First Set of Discovery Materials, consisting of Interrogatories and Request for Production of Documents, within 20 days hereof.

FOA

By the Court,



Hon. Fredric J. Ammerman, PJ

FILED ^{icc}
012:3461 Amy Noble
NOV 24 2008
William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 21 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 11/24/08

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:

FILED

NOV 24 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

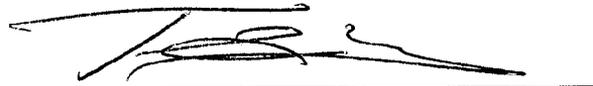
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 26th day of November, 2008, that I did mail a true and correct copy of the ORDER issued upon Plaintiff's PRELIMINARY OBJECTION TO DEFENDANTS' NEW MATTER, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

CA

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

MEGAN N. LANICH ROSS, an adult
individual and as Administratrix of the
Estates of CHANDLER R. ROSS and
DAWSON H. ROSS

No.: 08-1221-CD

vs.

NAHEED S. MALIK, an adult individual,
and SHAUKAT I. MALIK, an adult
individual

O R D E R

AND NOW this 15th day of December 2008, upon consideration of Plaintiff's Preliminary Objections in the above matter, it is the Order of the Court that argument shall and is hereby scheduled for the **21st day of January 2009 at 9:30 A.M., in Courtroom No. 1**, Clearfield County Courthouse, Clearfield, PA.

It is the responsibility of the moving parties Counsel to serve certified copy of said scheduling Order on opposing parties Counsel.

BY THE COURT:



President Judge

3cc
Amy Noble

S

FILED
DEC 15 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

⁵ FILED ^{NO CC}
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DEC 22 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

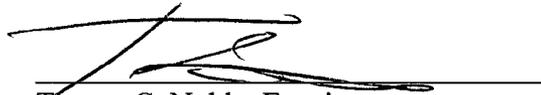
No. 08-1221-CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 18th day of December, 2008, that I did mail a true and correct copy of the SCHEDULING ORDER issued upon Plaintiff's PRELIMINARY OBJECTION TO DEFENDANTS' NEW MATTER, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
207 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

UA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MEGAN N. LANICH ROSS, AN }
 ADULT INDIVIDUAL AND AS }
 ADMINISTRATRIX OF THE }
 ESTATES OF CHANDLER R. ROSS }
 AND DAWSON H. ROSS }
 VS } NO. 08-1211-CD
 NAHEED S. MALIK, AN ADULT }
 INDIVIDUAL AND SHAUKAT I. }
 MALIK, AN ADULT INDIVIDUAL }

O R D E R

NOW, this 21st day of January, 2009, Plaintiff's Preliminary Objection is hereby SUSTAINED. Averment 75 of the Defendants new matter is hereby STRICKEN. Defendants shall have twenty-five (25) days to file an amended answer and new matter. Furthermore, Defendants are also hereby given leave of Court to amend their answer relative to Averment 19 of Plaintiff's civil complaint.

BY THE COURT,

Judith J. Zimmerman

President Judge

FILED
01/21/2009
JAN 21 2009

ICC Atty's:
Noble
Geachart

S William A. Shaw
Prothonotary/Clerk of Courts

610

FILED

JAN 21 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1/21/09

- 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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

FILED

JAN 26 2009

12:30/W

William A. Shaw
Prothonotary/Clerk of Courts

no c/c @ 610

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 24th day of January, 2009, that I did propound on counsel of record for defendants Plaintiff's FIRST SET OF DISCOVERY MATERIALS CONSISTING OF REQUESTS FOR ADMISSIONS; INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS (directed to each defendant), via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08-1221-CD

PLAINTIFF'S MOTION FOR SANCTIONS AND/OR CONTEMPT

AND NOW comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her MOTION SANCTIONS AND/OR CONTEMPT:

1. This matter was commenced by the filing of a CIVIL COMPLAINT on July 2, 2008.
2. The nexus of the matter is a fire in an apartment rented by Plaintiff from Defendants in which her two minor children were killed.
3. The central issue appears to be whether or not the defendants maintained adequate smoke detectors in the premises as required under ordinance and as reasonably required.
4. That on October 11, 2008, Plaintiff did propound its initial set of discovery materials, aimed geared primarily at the central issue concerning the smoke detectors.
yet, nor has any response or reply been received regarding the same.
5. That following Defendants' failure to timely respond to Plaintiff's initial discovery requests, a

MOTION TO COMPEL was filed and by ORDER of November 24th, Defendants ordered to so respond within twenty (20) days.

6. Given Defense counsel numerous assurances that responses were forthcoming, and understanding of his circumstances given a change in office location, Plaintiffs' counsel was more than patient and understanding in the subsequent delay.

7. In fact Defense counsel delivered to Plaintiff on January 21st, at the time set for argument on Plaintiff's PRELIMINARY OBJECTIONS to defendants' responsive pleading, their responses to Plaintiff's initial set of discovery requests.

8. Although there were many instances in which some information was not provided, which has been incorporated into Plaintiff's second set of discovery responses recently propounded on Defendants, there are three areas which is deemed vital by Plaintiff and which serves as the crux of this motion, including (i) failure to provide a copy of Defendant's liability policy; (ii) failure to provide information about Defendants' employees; and (iii) failure to produce documents relating to Defendants' purchase of the subject real estate.

9. As to the Defendants' insurance policy, this appears to be merely an oversight by Defense Counsel who has assured Plaintiff's counsel the same is forthcoming. However, in that there is an issue as to the amount of coverage which is available, this is of significant issue and something that should be clearly provided and should also be readily available in not from defendants than through their carrier.

10. In addition to being in the rental business, defendants also operate a series of convenience stores in the Clearfield area (Uni-Marts). Defendants brother/brother-in-law was known to

provide maintenance type help to these stores as well as to the premises subject matter of this action. In the event his duties to the premises were performed while on the payroll for Defendants' convenience stores, such entity should be rightfully added as a defendant in this cause of action, and given the large damages, for which current coverage does not appear to be adequate, Plaintiff would like to know this before expiration of the applicable statute of limitations. Defendants have stated they would provide this information but Plaintiff can not sit back idly awaiting for defendants to do so at their leisure, especially since this should not be that hard of information to provide given the reporting requirements of payroll taxes.

11. There is an issue as to whether both defendants have been properly pled as defendants in this case since title to the subject premises appears to only be in one name. In addition, it also appears that Defendants assert that the prior owner had purchased the requisite smoke detectors which remained on the premises following Defendants' purchase. As such, the information/documents concerning defendants' purchase of the subject premises is vital in two regards to this case and again should be easily obtained either from the defendants or through their real estate agent and/or attorney who handled such closing.

WHEREFORE, since Defendants have failed to provide essential information pursuant to Plaintiff's FIRST SET OF DISCOVERY REQUESTS, in violation of this Court's ORDER of November 24th, Plaintiff requests that this Court so find and sanction and or hold Defendants in contempt in a manner consistence with the Court's findings and determination and as permitted by applicable law.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

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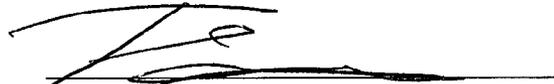
No. 08-1221-CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 26th day of January, 2009, that I did mail a true and correct copy of the ORDER issued upon Plaintiff's MOTION FOR CONTEMPT AND OR SANCTIONS, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

RULE TO SHOW CAUSE

Now, this 30 day of January, 2009, upon consideration of the attached MOTION FOR SANCTIONS AND OR CONTEMPT, a RULE is hereby issued upon the Defendants to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the 20th day of February, 2009, and hearing will be held on the 25th day of February, 2009, commencing at 3 : 00, P.M., Courtroom No.1, Clearfield County Courthouse.

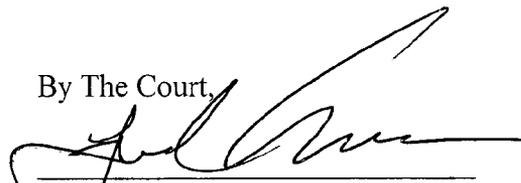
NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

By The Court,



Judge...

FILED ^{iec}
03:07 PM Amy Noble
JAN 30 2009
CW

William A. Shaw
Prothonotary/Clerk of Courts

FILED

JAN 30 2009

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

DATE: 1/30/09

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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

5
FILED
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FEB 06 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

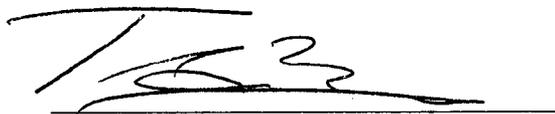
No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 4th day of February, 2009, that I did propound on counsel of record for defendants the RULE TO SHOW CAUSE issued upon Plaintiff's MOTION FOR SANCTIONS AND OR CONTEEMPT, via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as :
Administratrix of the Estates of :
CHANDLER R. ROSS and : No. 08-1221-CD
And DAWSON H. ROSS, :
Plaintiff :
Vs. :
NAHEED MALIK, an adult :
Individual, and :
SHIAUKAT MALIK, an adult :
Individual, :
Defendants :

CASE NUMBER: No. 2008-1221-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: ANSWER TO MOTION FOR SANCTIONS AND/OR
CONTEMPT
FILED ON BEHALF OF: DEFENDANTS

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQ.
Supreme Court I.D. #26540
327 East Market Street
Clearfield, PA 16830
(814) 765-1581

FILED NO CC
01/18/50/STH
FEB 23 2009 @D

5
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as :
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And DAWSON H. ROSS, :
Plaintiff :
:
Vs. :
:
NAHEED MALIK, an adult :
Individual, and :
SHAUKAT MALIK, an adult :
Individual, :
Defendants :

ANSWER TO MOTION FOR SANCTIONS AND/OR CONTEMPT

AND NOW COME Defendants who answer Plaintiff's Motion for Sanctions and/or Contempt as follows:

1. Admitted.
2. Admitted.
3. Denied. While the presence of adequate smoke detectors is one of the issues.

There are other issues including, but not limited to: 1) whether the absence of smoke detectors (denied by the Defendants) was the cause of the deaths of the two boys; and 2) if the plaintiff's negligence contributed to this unfortunate incident.

4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. No answer required.
9. The policy is attached hereto in full.
10. Defendants answered in the interrogatories that the brother in question was not an employee. In any event, defendants payroll ledgers for 2006 and 2007 are attached hereto.
11. Attached is the HUD Statement and Sales Agreement.

WHEREFORE defendants pray your honorable court to deny plaintiff's request for sanctions and/or contempt.

Respectfully Submitted,



R. Denning Gearhart
Attorney for Defendant

A MUTUAL COMPANY

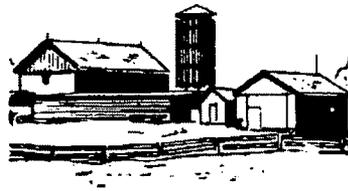
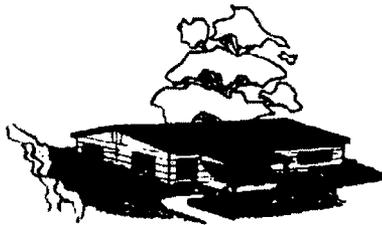
THIS IS AN ASSESSABLE POLICY

(SEE MUTUAL PROVISIONS PAGE 4)

**Clearfield County Grange Mutual Fire
Insurance Company**

THIS IS AN ASSESSABLE POLICY

Clearfield, PA 16830 Incorporated September, 1910



THE POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND THE INSURER.

READ YOUR POLICY CAREFULLY.

THIS POLICY JACKET WITH THE DECLARATIONS PAGE, FORMS AND ENDORSEMENTS, IF ANY,
ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

IN CONSIDERATION OF THE PROVISIONS AND STIPULATIONS HEREIN OR ADDED HERETO AND THE PAYMENT OF ASSESSMENTS AS PROVIDED BY THE BY-LAWS AND OF the policy fee above specified, this Company, for the term of years specified above from inception date shown above At Noon (Standard Time) to expiration date shown above At Noon (Standard Time) at location of property involved, to an amount not exceeding the amount(s) above specified, does insure the insured named above and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after such loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all DIRECT LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described herein while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this Company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with such other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

MUTUAL PROVISIONS

This policy is issued by a Mutual Insurance Corporation organized and existing under the laws of the Commonwealth of Pennsylvania. All persons insuring and continuing insured by this Company shall be members thereof during the period they shall remain so insured.

The annual meeting of the members of the Company shall be held in Clearfield, Pennsylvania or other designated place at 9:00 A.M. on the second Tuesday of March.

Assessments may be made annually or oftener, if required, provided that additional assessments in any one year shall not exceed the amount of the estimated annual premium.

Contingent Liability: At any time this Company's assets would not be equal to its unearned premium reserve and other liabilities, it (the Company) shall make an assessment upon its members (Policyholders). As a Policyholder, you are liable to contingent (possible) assessment to provide for such deficiency. Before such assessment is levied by the Company, it shall be approved by the Insurance Commissioner.

Amount of Assessments: The Company may not, in any case, assess more than twice the average annual policy cost. When the policy is cancelled prior to being in force for two years, the assessment will be limited to a prorated amount.

Time of Assessments: Procedures for collection of these possible assessments may be initiated up to two years from the date your policy is cancelled or expired. No assessment will be made for losses the Company incurs more than two years prior to the date of the initiation of the assessment procedure.

Non-Applicability of Assessment Provisions: Nothing in these provisions applies to annual or semi-annual (whichever is applicable) assessments made by the Company, whether it be on the anniversary date of the contract, on a common assessment date or at time of cancellation of this contract.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

CCGM-J

Randall L. Guthrie

Secretary

Joseph P. Shannon

President

PERSONAL LIABILITY POLICY

**Clearfield County Grange Mutual Fire Insurance Company
THIS IS AN ASSESSABLE POLICY**

1214 S 2ND STREET SUITE D

CLEARFIELD PA 16830

814 765 3223

Incorporated: September, 1910

Policy Number: PL 3327

Bill Cycle: A

Policy Holder: 5343

Agent: GUTHRIE, RANDALL L

MALIK, SHAUKAT AND NAHEED
2539 MEADOW RD

CLEARFIELD PA 16830

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Policy Period	
Date from: 09/19/2006	Date to: 09/19/2009
12:01 AM	12:01 AM
Standard Time	

Residence Premises (If different than mailing address) CURWENSVILLE BOROUGH CLEARFIELD COUNTY
209-211 FILBERT STREET, CURWENSVILLE, PA 16833

Farm Premises (If different than mailing address)

Approximate Total Acreage:

This replaces all previously issued policies in connection with this coverage. This policy applies only to accidents, occurrences or losses which happen during the policy term shown above.

This policy applies only to those coverages below for which a limit of liability or premium charge is shown. Our limit of liability for each coverage is not more than the amount stated for such coverage, subject to all terms of the policy.

COVERAGES	LIMITS OF LIABILITY		PREMIUM
Cov. L - Personal Liability	300,000	Each Occurrence	76.00
Cov. M - Personal Medical Payments	2,000 25,000	Each person Each accident	0.00
Cov. O - Animal Collision	Market Value Not Exceeding \$400 Each Animal		0.00

Acreage in excess of 160				Flat Charge	0.00
OUTBOARD MOTORS	HP	OWNER	PREMIUM BASIS	RATE	0.00
A:			Per Motor		
B:			or		
C:			Combination		
Number of Domestic Employees			In Excess of Two		0.00
Deductibles					0.00
ENDORSEMENTS/FORMS					
CL100 Common Policy Conditions		CL124 Amendatory Endorsement	GL128 Premium Payments		
GL600 Premise Only Liability		GL890 Lead Liability Exclusion	ML120 PA Exemption Act		
					0.00
					0.00
TOTAL PREMIUM					76.00

Countersignature date: 09/19/2006

At: Clearfield, PA

Randall L. Guthrie

Representative

**COMMERCIAL LIABILITY COVERAGE
(PREMISES ONLY)****TABLE OF CONTENTS**

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Defense Coverage	4
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Conditions	8
Nuclear Energy Liability Exclusion	9
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Common Policy Conditions - These are shown on a separate form.	

Endorsements may also apply. They are identified on the Declarations page.

Refer to the Definitions for words that have special meanings. These words are shown in "**bold type**."

AGREEMENT

Subject to all the **terms** that apply, and in return for **your** payment of the required premium, **we** provide the Commercial Liability Coverage during the policy period.

Policy terms that relate to cancellation, changes made to the policy, examination of books and records, inspections and surveys, and assignment or transfer of rights or duties also apply.

DEFINITIONS

1. **Bodily Injury** – This means bodily harm, sickness or disease sustained by a person and includes required care and loss of services. **Bodily Injury** includes death that results from bodily harm, sickness or disease.
2. **Incidental Contract** – This means a written:
 - a. lease of premises;
 - b. easement agreement (this does not include an agreement in connection with any construction or demolition operation on or adjacent to a railroad);
 - c. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality);
 - d. sidetrack agreement; or
 - e. elevator maintenance agreement.
3. **Insured** – If shown on the Declarations as an "individual," **insured** means **you** and **your** spouse, but only with respect to the conduct of a business on the **insured premises** of which **you** are the sole owner.

If shown on the Declarations as a "partnership" or a "joint venture," **insured** means **you** and all **your** partners or members and their spouses, but only with respect to the conduct of the business on the **insured premises**.

If shown on the Declarations as an "organization" (other than a partnership or a joint venture), **insured** means **you** and all of **your** executive officers and directors, but only while acting within the scope of their duties in connection with the business conducted on the **insured premises** described on the Declarations. It also includes **your** stockholders, but only for their liability as such.

Insured also includes:

- a. anyone, except **your** employees, while acting as **your** real estate manager;
- b. if **you** die during the policy period, **your** legal representative while acting within the scope of his duties as such with respect to the **insured premises**, or a person who has custody of **your** property with respect to liability arising out of the maintenance or use of that property until **your** legal representative is appointed;
- c. **your** employees, for acts within the scope of their employment by **you** (this does not include **your** executive officers). None of these employees are **Insureds** for:

- 1) injury to **you** or a fellow employee; or
- 2) **property damage** to property owned by, rented to or loaned to employees, or any of **your** partners or members and their spouses (if **you** are a joint venture or a partnership);

d. any organization (other than a joint venture or a partnership) newly acquired or formed by **you**, and in which **you** have a majority interest.

Such an organization is not an **Insured**:

- 1) if there is other similar insurance available to it; or
- 2) after 90 days immediately following that acquisition or formation; or
- 3) for **bodily injury** or **property damage** that occurred prior to the acquisition or formation.

No person or organization is an **Insured** with respect to the conduct of a current or past partnership or joint venture that is not shown on the Declarations as an **Insured**.

4. **Insured Premises** – This means the location shown on the Declarations, the grounds and all adjoining access ways.

5. **Limit** – This means the limit of liability that applies.

6. **Loading or Unloading** – This means the movement of property:

- a. starting with the time it is removed from the point where it has been accepted for transit by a **motorized vehicle**, an aircraft or a watercraft;
- b. continuing while it is on such vehicle; and
- c. ending when it has been removed from the vehicle at its point of destination.

Loading or unloading includes movement by any mechanical device attached to the vehicle.

7. **Motorized Vehicle** – This means a self-propelled land or amphibious vehicle regardless of method of surface contact. This includes parts and equipment.

This does not include vehicles that are designed and used to assist the handicapped and not required to be licensed for road use.

8. **Occurrence** – This means an accident and includes repeated exposure to similar conditions.

9. Products/Completed Work Hazard -

- a. **Products hazard** means **bodily injury** or **property damage** occurring away from the **insured premises** and arising out of **your product** after physical possession of it has been relinquished to others.
- b. **Completed work hazard** means **bodily injury** or **property damage** arising out of **your work**. It does not include work that has not been completed, or that has been abandoned.

Your work is deemed completed at the earliest of the following times:

- 1) when all work specified in **your** contract has been done;
- 2) when all work to be done at the job site has been completed if **your** contract includes work at more than one site; or
- 3) when **your work** at a job site has been put to its intended use by someone other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair or replacement because of a defect or deficiency, but which is otherwise complete, shall be deemed completed.

- c. Neither of these hazards include **bodily injury** or **property damage** arising out of:

- 1) the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by **loading or unloading**;
- 2) the presence of tools, uninstalled equipment or abandoned or unused materials; or
- 3) **products** or work for which the classification on the Declarations specifies "including Products/Completed Work."

- 10. **Products** - This means goods or **products** manufactured, sold, handled, distributed or disposed of by **you**, others trading under **your** name, or a person or organization whose business or assets **you** have acquired.

Products includes:

- a. warranties or representations made at any time with respect to the fitness, quality, durability or performance of **your products**; and
- b. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or **products**.

Products does not include:

- a. vending machines;
- b. property that is rented to or placed for the use of others, but not sold; or
- c. real property.

- 11. **Property Damage** - This means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged.

- 12. **Terms** - This means all provisions, limitations, exclusions, conditions and definitions that apply.

- 13. **We, Us, Our** - These words mean the company providing this coverage.

- 14. **You, Your** - These words mean the person or organization named on the Declarations.

- 15. **Your Work** - This means:

- a. work or operations performed by **you** or on **your** behalf;
- b. materials, parts and equipment **you** supply for such work or operations; and
- c. written warranties or representations made at any time regarding quality, fitness, durability or performance of any of the foregoing.

PRINCIPAL COVERAGES

We provide insurance for the following coverages indicated by a specific limit or premium charge on the Declarations.

**COVERAGE L - BODILY INJURY LIABILITY
PROPERTY DAMAGE LIABILITY**

We pay all sums which an **insured** becomes legally obligated to pay as damages due to **bodily injury** or **property damage** to which this insurance applies. The **bodily injury** or **property damage** must be caused by an **occurrence** and arise out of the ownership, maintenance or use of the **insured premises** or operations that are necessary or incidental to the **insured premises**.

This insurance applies only to **bodily injury** or **property damage** which occurs during the policy period.

COVERAGE M - MEDICAL PAYMENTS

We pay the medical expenses defined below for **bodily injury** caused by an accident on the **Insured premises**.

We pay such expenses regardless of fault, but only if:

1. they arise out of an accident that occurred during the policy period; and
2. they are incurred and reported within one year of the accident.

Medical expenses means the reasonable and necessary expenses for:

1. medical, surgical, x-ray and dental services, including prosthetic devices and eye glasses;
2. ambulance, hospital, professional nursing and funeral services; and
3. first aid at the time of an accident.

COVERAGE O - FIRE LEGAL LIABILITY

We pay for **property damage** to the **Insured premises** which **you** rent if the **property damage** is caused by fire for which **you** are legally liable. Buildings include fixtures permanently attached thereto.

All of the exclusions otherwise applicable to **property damage** do not apply to this coverage. However, we do not cover:

1. liability arising under any contract to indemnify any person or organization for damages by fire to the premises; or
2. liability arising out of **property damage** expected, directed or intended by an **Insured**.

INCIDENTAL COVERAGES

Subject to all the **terms** of the Principal Coverages, we provide the following incidental coverages. They do not increase the **limits** stated for the Principal Coverages.

INCIDENTAL VEHICLE COVERAGE

We pay for **bodily injury** or **property damage** arising out of:

1. the parking of a **motorized vehicle** on premises owned by, rented to or controlled by **you** or on the ways immediately adjoining, if the **motorized vehicle** is not owned by or rented to or loaned to an **Insured**;

2. a **motorized vehicle** while it is used to service the **Insured premises** and not subject to motor vehicle registration; or

3. a watercraft that is on shore on premises owned by, rented to or controlled by **you**.

INCIDENTAL MEDICAL MALPRACTICE INJURY

We cover **bodily injury** arising out of the rendering or failure to render the following services:

1. medical, surgical, dental, x-ray or nursing services or treatment, or the furnishing of food or beverages in connection therewith; or
2. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- a. expenses incurred by an **Insured** for first aid to others at the time of an accident;
- b. an **Insured** or an employee engaged in the business or occupation of providing any of the services described under 1. and 2. above; or
- c. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described in 1. and 2. above.

DEFENSE COVERAGE

Payments under this coverage are in addition to the **limits** for the Commercial Liability Coverage.

We have the right and duty to defend a suit seeking damages for **bodily injury** or **property damage** which may be covered under the Commercial Liability Coverage. We may make investigations and settle claims or suits we decide are appropriate.

Suit includes any alternative dispute resolution proceeding involving **bodily injury** or **property damage** to which:

1. **you** must submit; or
2. **you** submit with our consent.

We do not have to provide defense after we have paid an amount equal to the **limit** as the result of:

1. a judgment; or
2. a written settlement agreed to by us.

If we defend a suit, we will pay:

1. The costs taxed to the **insured**.
2. The expenses incurred by **us**.
3. The actual loss of earnings by an **insured** for the time spent away from work at **our** request. **We** pay up to \$100 per day.
4. The necessary expenses incurred by an **insured** at **our** request.
5. Pre-judgment interest awarded against any **insured** on that part of the judgment **we** pay. If **we** offer to pay the **limit**, **we** will not pay any pre-judgment interest based on that period of time after the offer.
6. The interest which accrues beginning with entry of a judgment and ending when **we** tender, deposit in court or pay up to **our limit**.
7. The cost of appeal bonds or bonds for the release of attachments up to **our limit**. **We** are not required to apply for or furnish such bonds.

EXCLUSIONS THAT APPLY TO ALL COVERAGES

We do not pay for a loss if one or more of the following excluded events apply to the loss, regardless of other causes or events that contribute to or aggravate the loss.

1. **We** do not pay for **bodily injury** or **property damage** which is expected by, directed by, or intended by an **insured**. This exclusion does not apply to **bodily injury** that arises out of the use of reasonable force to protect people or property.
2. **We** do not pay for **bodily injury** or **property damage** liability which is assumed under a contract or an agreement. This exclusion does not apply to an **incidental contract**.
3. **We** do not pay for **bodily injury** or **property damage** that arises out of the rendering or the failure to render a professional service, except as provided by the coverage under Incidental Medical Malpractice Injury.
4. **We** do not pay for **bodily injury** or **property damage** that arises out of the use of **motorized vehicles** in or in the practice or preparation for racing, speed, pulling or pushing, demolition or stunt activities or contests.

5. **We** do not pay for **bodily injury** or **property damage** arising out of any premises other than the **insured premises**.

6. **We** do not pay for **bodily injury** or **property damage** that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, **loading or unloading** of:

- a. an aircraft;
- b. a **motorized vehicle**;
- c. a watercraft;

except as provided under Incidental Vehicle Coverage.

Exclusion 7. applies if **you** are in the business of manufacturing, distributing, selling or serving alcoholic beverages.

7. **We** do not pay for **bodily injury** or **property damage** for which an **insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of a person;
- b. the furnishing of alcoholic beverages to a person under the influence of alcohol; or
- c. a law or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

8. **We** do not pay for:

- a. **bodily injury** to an employee of an **insured** if it occurs in the course of employment; or
- b. consequential injuries to a spouse, child, parent, sister or brother of such injured employee.

Exclusion 8. applies where:

- 1) the **insured** is liable either as an employer or in any other capacity; or
- 2) there is an obligation to fully or partially reimburse a third person for damages arising out of paragraph 8.a. or 8.b. above.

Exclusion 8. does not apply to liability assumed by an **insured** under an **incidental contract**.

9. **We** do not pay for **bodily injury** or **property damage**:

- a. arising wholly or partially out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- 1) at or from the **insured premises** unless the **bodily injury** or **property damage** arises from the heat,

smoke or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be;

2) occurring in the transporting, handling, treatment, storage, disposal or processing of any material, including waste, by or for **you** or by any person or organization for whom **you** may be legally liable; or

3) at or from any premises where **you** or any contractor or subcontractor, directly or indirectly under **your** control, are working or have completed work:

a) if the pollutant is on the premises in connection with such work, unless the **bodily injury** or **property damage** arises from the heat, smoke or fumes of a fire which becomes uncontrollable or breaks out from where it was intended to be; or

b) if the work in any way involves testing, monitoring, cleanup, containing, treating or removal of pollutants.

b. due to any loss, cost or expense arising out of governmental action or inaction involving in any way the testing, monitoring, cleanup, containing, treating or removal of pollutants.

Pollutants means:

1) any solid, liquid, gaseous, thermal, electrical emission (visible or invisible) or sound emission pollutant, irritant or contaminant; or

2) waste, including materials to be recycled, reclaimed or reconditioned as well as disposed of.

10. We do not pay for **bodily injury** if benefits are provided or are required to be provided by an **Insured** under a workers' compensation, nonoccupational disability, occupational disease or like law.

11. We do not pay for **bodily injury** or **property damage** that arises out of war. War includes undeclared war, civil war, insurrection, rebellion or revolution, or an act or a condition of war.

12. We do not pay for **bodily injury** or **property damage** included within the **Products/Completed Work Hazard**.

ADDITIONAL EXCLUSIONS THAT APPLY TO PROPERTY DAMAGE LIABILITY

1. We do not pay for **property damage** to property owned

by, occupied by or rented to an **Insured**, except as covered under Coverage O, Fire Legal Liability.

2. We do not pay for **property damage** to premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

3. We do not pay for **property damage** to property used by or loaned to **you**. This exclusion does not apply with respect to liability assumed under a written sidetrack agreement.

4. We do not pay for **property damage** to property in the care, custody or control of an **Insured**. This exclusion does not apply with respect to liability assumed under a written sidetrack agreement.

5. We do not pay for **property damage** to **your products** if the damage is caused by the **product** or a part of it.

6. We do not pay for **property damage** to work performed by **you** if the damage is caused by the work or a part of the work and included in the **Products/Completed Work Hazard**.

7. We do not pay for **property damage** to property that has not been physically injured or destroyed, or to **Impaired property** that results from:

a. a delay or failure to perform a contract by **you** or one acting on **your** behalf; or

b. a defect, deficiency, inadequacy or unsafe condition in **your product** or work performed by **you** or on **your** behalf.

This exclusion does not apply to the loss of use of property resulting from sudden and accidental injury to or destruction of **your products** or **your work** after the **products** or **work** have been put to their intended use.

ADDITIONAL EXCLUSIONS THAT APPLY TO MEDICAL PAYMENTS

1. We do not pay for medical expenses for **bodily injury** to an **Insured**.

2. We do not pay for medical expenses for **bodily injury** to:

a. a person hired by or on behalf of any **Insured** to do work for an **Insured**; or

b. a tenant of an **Insured**.

3. We do not pay for medical expenses for **bodily injury** to a person injured on that part of the premises that the person normally occupies.
4. We do not pay for medical expenses for **bodily injury** to a person while taking part in athletic activities.
5. We do not pay for medical expenses for **bodily injury** included in the **Products/Completed Work Hazard**.
6. If the named **insured** is a club, we do not pay for medical expenses for **bodily injury** to any member of the named **insured**.
7. If the named **insured** is a hotel, motel or tourist court, we do not pay for medical expenses for **bodily injury** to a guest of the named **insured**.
8. We do not pay for medical expenses for **bodily injury** to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease or like law.
9. We do not pay for medical expenses for **bodily injury** to a student, camper, patient or inmate enrolled in a program of any facility owned or operated by you or on your behalf.

WHAT MUST BE DONE IN CASE OF LOSS

1. Notice -

- a. In the case of an **occurrence**, or if an **insured** becomes aware of anything that indicates that there might be a claim under the Commercial Liability Coverage, the **insured** must promptly give notice to us or our agent.

Notice to our agent is notice to us.

b. The notice to us must state:

- 1) the **insured's** name;
- 2) the policy number;
- 3) the time, the place and the circumstances of the **occurrence**; and
- 4) the names and addresses of all known and potential claimants and witnesses.

2. Cooperation - The **insured** must cooperate with us in performing all acts required by the Commercial Liability Coverage.

3. **Volunteer Payments** - An **insured** must not make payments or assume obligations or other costs except at the **insured's** own cost. This does not apply to first aid to others at the time of **bodily injury**.

4. Other Duties -

a. If a claim is made or suit is brought, the **insured** must:

- 1) promptly send to us copies of all legal papers, demands and notices; and
- 2) at our request, assist in:
 - a) a settlement;
 - b) the conduct of suits. (This includes the attendance at trials or hearings.);
 - c) the enforcing of rights against all parties who may be liable to an **insured** for the injury or damage;
 - d) the securing of and giving of evidence; and
 - e) obtaining the attendance of all witnesses.

b. In the case of a medical payments loss:

- 1) the injured person (or one acting on such person's behalf) must:
 - a) give us written proof of claim (under oath if requested) as soon as practicable;
 - b) give us permission to get copies of the medical records; and
- 2) the injured person must submit to medical exams by doctors chosen by us when and as often as we may reasonably require.

HOW MUCH WE PAY

1. The **limits** shown on the Declarations, and subject to the following conditions, are the most we pay regardless of the number of:
 - a. **insureds** under the Commercial Liability Coverage;
 - b. persons or organizations who sustain injury or damage; or
 - c. claims made or suits brought.

The payment of a claim under Coverage M does not mean that we admit we are liable under other coverages.

2. The General Aggregate **Limit** is the most we will pay during a policy period for the sum of:

- a. all damages under Coverage L; and
- b. all medical expenses under Coverage M.

3. The Each **Occurrence Limit**, subject to the General Aggregate **Limit**, is the most **we** will pay for the total of:

- a. damages under Coverages L; and
- b. medical expenses under Coverage M;

due to all **bodily injury** and **property damage** arising out of a single **occurrence**.

4. Subject to the General Aggregate **Limit** and Each **Occurrence Limit**, the Medical Payments **Limit** is the most that **we** will pay under Coverage M for all medical expenses because of **bodily injury** sustained by any one person.

5. Subject to the Each **Occurrence Limit** and the General Aggregate **Limit**, our **limit** for **property damage** covered under Coverage O - Fire Legal Liability is \$50,000 for each **occurrence** unless otherwise shown on the Declarations.

The General Aggregate **Limit** applies separately to each consecutive 12-month period beginning with the inception date of the Commercial Liability Coverage shown on the Declarations. It also applies separately to any remaining policy period of less than 12 months, unless the Commercial Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining **limits**.

CONDITIONS

1. **Bankruptcy** - Bankruptcy or insolvency of an **insured** does not relieve **us** of **our** obligations for Commercial Liability Coverage.
2. **Suit Against Us** - No suit may be brought against **us** unless:
 - a. all the **terms** of the Commercial Liability Coverage have been complied with; and
 - b. the amount of the **insured's** liability has been determined by:
 - 1) a final judgment against an **insured** as a result of a trial; or
 - 2) a written agreement by the **insured**, the claimant and **us**.

No person has a right under the Commercial Liability

Coverage to join **us** or implead **us** in actions that are brought to determine an **insured's** liability.

3. **Subrogation** - If **we** pay under the Commercial Liability Coverage, **we** may require from an **insured** an assignment of any right of recovery. **We** are not liable under the Commercial Liability Coverage if any **insured** has impaired **our** right to recover. An **insured** may waive the right to recover, in writing, before an **occurrence** takes place without voiding coverage.

4. **Commercial Liability Coverage Premium** - If the premium is shown on the Declarations as a deposit premium, **we** will compute the final earned premium at the end of each audit period shown on the Declarations. If it is more than the deposit premium paid by **you**, **we** will bill **you** for the difference. If the final earned premium is less than the deposit premium paid by **you**, **we** will return the difference to **you**. **You** must maintain records of the information that is necessary for computing the premium. Copies of the records must be sent to **us** at the end of the audit period or when requested by **us**.

5. **Insurance Under More Than One Policy** - (This does not apply to Coverage M - Medical Payments.)

a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 5.c. below, or unless otherwise stated. The amount of **our** liability is not reduced because of other insurance which applies to the loss on other than a primary basis.

b. if the other insurance is also primary, **we** will share in the loss as follows:

1) If the other insurance provides for contribution by equal shares, **we** will pay equal amounts with other insurers until:

a) the lowest applicable **limit** under any one policy is reached. If part of the loss remains unpaid, **we** will pay an equal share with the other insurers until the full amount of the loss is paid, or until **we** have paid **our limit** in full; or

b) the full amount of the loss is paid.

2) If the other insurance does not provide for contribution by equal shares, **we** will pay up to **our limit** no more than that proportion of the loss to which the applicable **limit** under this policy for such loss bears to the total applicable **limit** for all insurance against the loss.

c. Insurance under this Commercial Liability Coverage is excess over any other insurance:

- 1) if the other insurance, whether primary, excess, contingent or on any other basis, provides fire insurance for premises rented to you; or
 - 2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, motorized vehicles or watercraft which may be covered by this Commercial Liability Coverage.
- d. When this insurance is excess over any other insurance:
- 1) we will have no duty under Coverage L to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we will do so. However, we will be entitled to the Insured's rights against all those other insurers;
 - 2) we will pay our share of the amount of loss, if any, that exceeds the sum of:
 - a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - b) the total of all deductibles and self-insured amounts required by such other insurance.

We will share the remaining loss with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the limits of insurance shown on the Declarations page of this Commercial Liability Coverage.

6. **Misrepresentation, Concealment or Fraud** - This coverage is void if before or after a loss:
- a. any insured has concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) the insured's interest herein;
 - b. there has been fraud or false swearing by any insured with regard to a matter that relates to this insurance or the subject thereof.
7. **Separate Insureds** - Coverage provided under the Commercial Liability Coverage applies separately to each insured against whom claim is made or suit is brought. This does not affect the limits stated under How Much We Pay.

NUCLEAR ENERGY LIABILITY EXCLUSION

This insurance does not apply:

1. under any liability coverage, to **bodily injury or property damage**:
 - a. with respect to which an insured under the policy is also an insured under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
 - 2) the insured is, or, had this policy not been issued, would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
3. Under any liability coverage, to **bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if:
 - a. the **nuclear material**:
 - 1) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured; or
 - 2) has been discharged or dispersed therefrom;
 - b. the **nuclear material** is contained in **spent fuel or waste** at any time possessed, handled, used, stored, processed, transported or disposed of by or on behalf of an insured; or
 - c. the **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c.) applies only to **property damage** to such **nuclear facility** and any property thereat.

DEFINITIONS

The following definitions apply to the Nuclear Energy Liability Exclusion:

1. **Hazardous Properties** - These include radioactive, toxic or explosive properties.
2. **Nuclear Material** - This means **source material, special nuclear material or by-product material**.
3. **Source Material, Special Nuclear Material, By-Product Material** - These have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.
4. **Spent Fuel** - This means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
5. **Waste** - This means any **waste material**:
 - a. containing **by-product material** other than the tailings or **wastes** produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
 - b. resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.
6. **Nuclear Facility** - This means:
 - a. any **nuclear reactor**;
 - b. any equipment or device designed or used for:
 - 1) separating the isotopes of uranium or plutonium;
 - 2) processing or utilizing **spent fuel**; or
 - 3) handling, processing or packaging **waste**;
 - c. any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the **Insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium-223 or any combination thereof, or more than 250 grams of uranium-235; or
 - d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; and includes the site on which any of the foregoing is located, all operations conducted on such sites, and all premises used for such operations.
7. **Nuclear Reactor** - This means any apparatus designed or used:
 - a. to sustain nuclear fission in a self-supporting chain reaction; or
 - b. to contain a critical mass of fissionable material.
8. **Property Damage** - This includes all forms of radioactive contamination of property.

COMMON POLICY CONDITIONS

1. **Assignment** — This policy is void if it is assigned without our written consent.
2. **Cancellation** — You may cancel this policy by returning it to us or by giving us a written notice and stating at what future time coverage is to cease.

We may cancel this policy, or one or more of its parts, by giving you a written notice of at least 10 days before the cancellation is to take effect. The notice will state the time that the cancellation is to take effect. The notice will be sent to your mailing address last known to us.

Your return premium, if any, will be calculated according to our rules. It will be refunded to you with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.
3. **Change, Modification or Waiver of Policy Terms**— A change or waiver of terms of this policy must be issued by us in writing to be valid.
4. **Inspections** — We have the right, but are not obligated to inspect your property and operations. This inspection may be made by us or may be made on our behalf. An inspection or its resulting advice or report does not warrant that your property or operations are safe, healthful or in compliance with laws, rules or regulations. Inspections or reports are for our benefit only.
5. **Examination of Books and Records** — We may examine and audit your books and records that relate to this policy during the policy period and within three years after the policy has expired.

AMENDATORY ENDORSEMENT PENNSYLVANIA

1. The Cancellation condition is deleted and replaced by:

Cancellation and Nonrenewal — "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". "Our" notice will include the specific reason for cancellation or nonrenewal. Proof of delivery or mailing is sufficient proof of notice.

During the first 60 days this policy is in effect, "we" may cancel for any reason. "We" will give "you" at least 30 days notice before cancellation is effective.

After this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by "us" effective immediately, "we" may cancel only if one or more of the following reasons apply:

- a. a condition, factor, or loss experience material to insurability has changed substantially, or a substantial condition, factor, or loss experience material to insurability has become known during the policy term;
- b. loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease shall, at the time of cancellation, be certified to the Insurance Commissioner as directly affecting in-force policies;
- c. "you" have made a material misrepresentation which affects the insurability of the risk;

d. the policy was obtained through fraudulent statements, omissions, or concealment of fact material to the acceptance of the risk or hazard assumed by "us";

e. "you" have failed to pay a premium when due, whether the premium is payable directly to "us" or "our" agents or indirectly under a premium finance plan or extension of credit;

f. material failure to comply with policy "terms", conditions, or contractual duties; or

g. other reasons that the Insurance Commissioner may approve.

After this policy has been in effect 60 days or more, "we" will give "you" notice of cancellation or nonrenewal as follows:

- a. for failure to pay a premium when due or where "you" have made material misrepresentation which affects the insurability of the risk, "we" will give "you" at least 15 days notice before cancellation is effective; or
- b. for any reason, "we" will give "you" at least 60 days notice before cancellation or nonrenewal is effective.

The policy may also be cancelled from inception upon discovery that it was obtained through fraudulent statements, omissions, or concealment of fact material to the acceptance of the risk or to the hazard assumed by "us".

The return premium, if any, will be refunded to "you" not later than ten business days after the effective date of the termination if "we" cancel this policy, or not later than 30 days after the effective date of the termination if "you" cancel this policy.

2. The following condition is added:

Notice of Increased Premium — "We" will give "you" notice at least 30 days before the renewal date if "we" intend to increase the renewal premium.

AAIS

This endorsement changes the Commercial
Liability Coverages provided by this policy
- PLEASE READ THIS CAREFULLY -

GL-128
(Ed. 1-87)

PREMIUM PAYMENTS

The premium for this policy is payable each year. Each annual premium is based on the rates or premiums which are in effect for us at that time. The forms and endorsements will be those which are in effect for us at that time.

GL-128

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This endorsement changes the Commercial
Liability Coverages provided by this policy
— PLEASE READ THIS CAREFULLY —

LEAD LIABILITY EXCLUSION

The Commercial Liability Coverage is amended as follows:

EXCLUSIONS THAT APPLY TO ALL COVERAGES

The following are added:

We do not pay for:

1. actual or alleged **bodily injury** arising out of the ingestion, inhalation or absorption of lead in any form;
2. actual or alleged **property damage** (or **personal injury** or **advertising injury**, if provided by the Commercial Liability Coverage) arising out of any form of lead;
3. any loss, cost or expense arising out of any request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or
4. any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

PENNSYLVANIA
Insurance Consultation Services Exemption Act -- Notice

This company may provide consultation services such as inspections or surveys of your property in accordance with the provisions of the policy. These services may reduce the likelihood of injury, death or loss.

This notice is required to be provided to you by the "Insurance Consultation Services Exemption Act" of Pennsylvania. This act provides that we, our agents, employees, or service contractors are not liable for damages from injury, death or loss occurring as a result of an act or omission by a person in the course of such services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the consultation services and was caused by our negligence or the negligence of our agents, employees or service contractors;
2. To consultation services performed under a written service contract not related to the policy; or
3. If an act or omission by us, our agents, employees or service contractors is determined by law to constitute a crime, actual malice or gross negligence.

This notice must be attached to all new and renewal policies.

Employee Name (State for)		Dept. No.	Current Rate	Hours	Pay	Description	Year-to-Date Hours	Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	Clk. No.	Type	Net Pay	
Employee Totals																		
Bennett, Robin R.		1	0-Regular Pay		550.00	0-Regular Pay		550.00	Federal W/H OASDI Medicare State W/H-PA PA-EE SUI	53.08 34.10 7.98 16.89 0.50	53.08 34.10 7.98 16.89 0.50				005001	NORMAL	437.45	
Employee Totals					550.00			550.00		112.55								437.45
Malnes, Beth A.		1	0-Regular Pay		920.00	0-Regular Pay		920.00	Federal W/H OASDI Medicare State W/H-PA PA-EE SUI	70.50 57.04 13.34 28.24 0.83	70.50 57.04 13.34 28.24 0.83				005001	NORMAL	750.05	
Employee Totals					920.00			920.00		183.95								750.05
mm, Christopher		3	0-Regular Pay	5.75	39.50	0-Regular Pay	39.50	227.13	Federal W/H OASDI Medicare State W/H-PA PA-EE SUI	12.52 14.08 3.29 6.97 0.20	12.52 14.08 3.29 6.97 0.20				005002	NORMAL	190.07	
Employee Totals					39.50		39.50	227.13		37.06								190.07
Daugherty, Rosemary L.		3	0-Regular Pay		600.00	0-Regular Pay		600.00	Federal W/H OASDI Medicare State W/H-PA PA-EE SUI	0.00 37.20 8.70 18.42 0.54	0.00 37.20 8.70 18.42 0.54				005003	NORMAL	535.14	
Employee Totals					600.00			600.00		64.86								535.14
Emel, Rebecca L.		3	0-Regular Pay		260.00	0-Regular Pay		260.00	Federal W/H OASDI Medicare State W/H-PA PA-EE SUI	15.81 16.12 3.77 7.98 0.23	15.81 16.12 3.77 7.98 0.23				005004	NORMAL	216.09	
Employee Totals					260.00			260.00		43.91								216.09
Eppost, Mandy		3	0-Regular Pay		700.00	0-Regular Pay		700.00	Federal W/H OASDI Medicare State W/H-PA PA-EE SUI	75.58 43.40 10.15 21.49 0.63	75.58 43.40 10.15 21.49 0.63				005005	NORMAL	548.75	
Employee Totals					700.00			700.00		151.25								548.75
Hepler, Heather		3	0-Regular Pay	6.06	71.50	0-Regular Pay	71.50	432.58	Federal W/H OASDI Medicare State W/H-PA PA-EE SUI	36.46 26.82 6.27 13.28 0.39	36.46 26.82 6.27 13.28 0.39				005006	NORMAL	350.36	
Employee Totals					71.50		71.50	432.58		82.22								350.36

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	FYEM	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays Hours	Amount	Cd	Amount	Other Ded's Amount	Cd	Description	Amount	Limit	Balance
28	Hepfler, Heather				(1) 6,050	0	3													
11-20-2006	192-66-7880	Fed: Single	0	(2)	0															
	Bi-Weekly	PA: No Status		(3)	0															
Regular		None			0															

Pay Period Start: -- -- End: -- --
 Co. No: 1409 PA State Corporation
 Check Date: -- -- Last Check Date: 11-24-2006
PAYROLL WORKSHEET
 Page: F 2

* W - Work State * R - Resident State

Employee Number and Employee Name		Fed: Single	0	(2)	0	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions					
Birth	SSN No.	Federal Wh	Ex/Ex	Rates/Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd	Hours	Amount	Cd	Amount	Description	Amount	Limit	Balance
DD	DD	State Wh	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex	Ex/Ex
28	Hepfer, Heather			(1)	6.0500	0	3										
11-20-2006	192-66-7880	Fed: Single	0	(2)	0												
	Bi-Weekly	P.A: No Status		(3)	0												
Regular		None			0												

Pay Period Start: -- -- -- -- End: -- -- -- --
 Go. No: 1409 PA State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- -- -- Last Check Date: 12-08-2006
 Page: F - 2

Employee Number and Employee Name		SSN No.	Federal Wh	F/Ex	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hire	Birth	Pay Freq	State Wh	F/Ex	& Raise Dates	Chg	No.	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh	F/Ex											
28	Hepler, Heather						3								
11-20-2006	192-66-7880		Fed: Single	0											
		Bi-Weekly	P.A: No Status		(3)	0									
Regular		None				0									
144	Hummel, Janessa N.						3								
20-2006	210-66-8247		Fed: Single	1											
		Bi-Weekly	P.A: No Status		(3)	0									
Regular		None				0									

Employee Name (State for)		Dept	Pays		Year-to-Date		Taxes		Deductions & Memos		Cl. No.				
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current	YTD	Current	YTD	Type
142	193-88-8379	PA	0-Regular Pay	9.76	10.50	326.00	Federal W/H	10.50	73.45	OASDI	42.62	73.45	Medicare	9.97	005022
		PA	0-Regular Pay			102.38	State W/H: PA		21.10	PA: EE SUI	0.62	21.10		0.62	NORMAL
			Totals:		10.50	687.38		10.50	147.76						539.62
			Employee Totals			687.38	Total YTD:								
3	173-84-2582	PA	0-Regular Pay			920.00	Federal W/H		69.12	OASDI	57.04	69.12	Medicare	13.34	005023
		PA	0-Regular Pay			20.63	State W/H: PA		28.24	PA: EE SUI	0.83	28.24		0.83	NORMAL
			Totals:			920.00			168.57						751.43
			Employee Totals			920.00	Total YTD:								
43	175-70-1223	PA	0-Regular Pay	5.50	43.00	236.50	Federal W/H	43.00	15.52	OASDI	15.94	15.52	Medicare	3.73	005024
		PA	0-Regular Pay	8.25	2.50	20.63	State W/H: PA		7.89	PA: EE SUI	0.23	7.89		0.23	NORMAL
			Totals:			257.13			43.31						213.82
			Employee Totals			257.13	Total YTD:								
136	205-98-5439	PA	0-Regular Pay	5.75	21.50	123.63	Federal W/H	21.50	10.79	OASDI	13.01	10.79	Medicare	3.04	005025
		PA	0-Regular Pay	8.62	10.00	86.20	State W/H: PA		6.44	PA: EE SUI	0.19	6.44		0.19	NORMAL
			Totals:			209.83			33.47						176.36
			Employee Totals			209.83	Total YTD:								
112	179-58-3010	PA	0-Regular Pay			350.00	Federal W/H		8.73	OASDI	44.16	8.73	Medicare	10.33	005026
		PA	0-Regular Pay			36.75	State W/H: PA		21.87	PA: EE SUI	0.84	21.87		0.84	NORMAL
			Totals:			712.25			86.73						626.52
			Employee Totals			712.25	Total YTD:								
47	201-94-0065	PA	0-Regular Pay			350.00	Federal W/H		77.18	OASDI	44.16	77.18	Medicare	10.33	005027
		PA	0-Regular Pay			36.75	State W/H: PA		21.87	PA: EE SUI	0.84	21.87		0.84	NORMAL
			Totals:			712.25			86.73						626.52
			Employee Totals			712.25	Total YTD:								
28	192-66-7880	PA	0-Regular Pay	6.05	52.00	314.60	Federal W/H	52.00	24.44	OASDI	21.47	24.44	Medicare	5.02	005028
		PA	0-Regular Pay	9.07	3.50	31.75	State W/H: PA		10.63	PA: EE SUI	0.31	10.63		0.31	NORMAL
			Totals:			712.25			154.18						558.07
			Employee Totals			712.25	Total YTD:								
144	210-66-8247	PA	0-Regular Pay	5.50	28.00	154.00	Federal W/H	28.00	0.00	OASDI	10.74	0.00	Medicare	2.51	005029
		PA	0-Regular Pay			19.25	State W/H: PA		5.32	PA: EE SUI	0.16	5.32		0.16	NORMAL
			Totals:			346.35			18.73						284.48
			Employee Totals			346.35	Total YTD:								

Employee Name (State for)		Dept		Pays		Taxes		Deductions & Memos		CK No.						
Emp. No.	SSN No.	UCI	No.	Description	Current Rate	Hours	Pay	Description	Year-to-Date Hours	Amount	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type
Zimmerman, Billy/ Joe	165-64-2665	PA	3	0-Regular Pay	5.15	44.00	226.60	0-Regular Pay	48.00	259.60	2.69	16.10	2.69	16.10	2.69	005030
				0-Regular Pay	8.25	4.00	33.00				3.76	3.76		3.76	3.76	NORMAL
											0.23	0.23		0.23	0.23	
											30.75	30.75		30.75	30.75	
				Total		48.00	259.60	Total YTD	48.00	259.60						226.85

Pay Period: Bi-Weekly 12/16/08 - 12/29/08
 Co. No: 1409 PA State Corporation
 Check Date: 01/05/07
 Payroll Number: 4
 Page: B - 2

PAYROLL REGISTER

Employee Name (State for)	Emp. No.	SSN No.	UCI	Dept. No.	Pays			Year-to-Date			Taxes			Deductions & Memos			Ch. No.	Type	Net Pay			
					Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD	Description	Current				YTD		
Bannette, Robin R.				1	0-Regular Pay		650.00	0-Regular Pay	10.50	1,337.38	Federal W/H	67.85	141.30					005031	NORMAL	511.88		
Bi-Weekly	193-58-8379		PA								OASDI	40.30	82.92									
	Medicare										State W/H-PA	9.42	19.38									
	PA	No Status									PA:EE SUI	0.59	1.21									
Employee Totals					Totals:		650.00	Total YTD:	10.50	1,337.38		138.12										
Maines, Beth A.				1	0-Regular Pay		920.00	0-Regular Pay		1,840.00	Federal W/H	69.12	138.24							005032	NORMAL	511.88
Bi-Weekly	173-64-2352		PA								OASDI	57.04	114.08									
	Medicare										State W/H-PA	13.34	26.68									
	PA	No Status									PA:EE SUI	0.83	1.66									
Employee Totals					Totals:		920.00	Total YTD:		1,840.00		168.57										
Zahedi, Aaron				3	0-Regular Pay	5.75	49.00	0-Regular Pay	94.50	538.88	Federal W/H	17.98	33.50							005033	NORMAL	233.32
Bi-Weekly	175-00-1223		PA								OASDI	17.47	33.41									
	Medicare										State W/H-PA	4.08	7.81									
	PA	No Status									PA:EE SUI	0.25	0.48									
Employee Totals					Totals:		49.00	Total YTD:	94.50	538.88		48.43										
Cummi, Christopher				3	0-Regular Pay	5.75	30.00	0-Regular Pay	61.50	382.33	Federal W/H	7.06	17.85							005034	NORMAL	146.79
Bi-Weekly	205-58-5439		PA								OASDI	10.69	23.70									
	Medicare										State W/H-PA	2.50	5.54									
	PA	No Status									PA:EE SUI	0.16	0.35									
Employee Totals					Totals:		30.00	Total YTD:	61.50	382.33		25.71										
Daugherty, Rosemary L.				3	0-Regular Pay		700.00	0-Regular Pay	3.50	1,412.25	Federal W/H	7.50	16.23							005035	NORMAL	616.83
Bi-Weekly	179-58-3010		PA								OASDI	43.40	87.55									
	Medicare										State W/H-PA	10.15	20.48									
	PA	No Status									PA:EE SUI	21.49	43.36									
Employee Totals					Totals:		700.00	Total YTD:	3.50	1,412.25		83.17										
Esposti, Mandy				3	0-Regular Pay		700.00	0-Regular Pay	3.50	1,412.25	Federal W/H	75.35	152.53							005036	NORMAL	548.98
Bi-Weekly	201-64-0065		PA								OASDI	43.40	87.56									
	Medicare										State W/H-PA	10.15	20.48									
	PA	No Status									PA:EE SUI	21.49	43.36									
Employee Totals					Totals:		700.00	Total YTD:	3.50	1,412.25		151.02										
Hepfer, Heather				3	0-Regular Pay	6.05	44.50	0-Regular Pay	100.00	615.58	Federal W/H	16.73	41.17							005037	NORMAL	223.38
Bi-Weekly	192-66-7890		PA								OASDI	16.70	38.17									
	Medicare										State W/H-PA	3.91	8.93									
	PA	No Status									PA:EE SUI	8.27	18.90									
Employee Totals					Totals:		44.50	Total YTD:	100.00	615.58		45.85										
Zimmerman, Billy Joe				3	0-Regular Pay	5.15	24.50	0-Regular Pay	95.00	515.16	Federal W/H	2.29	4.93							005038	NORMAL	223.38
Bi-Weekly	165-64-2665		PA								OASDI	15.84	31.94									
	Medicare										State W/H-PA	3.71	7.47									
	PA	No Status									PA:EE SUI	0.23	0.46									
Employee Totals					Totals:		24.50	Total YTD:	95.00	515.16		29.92										

* W = Work State * R = Resident State

Employee Number and Employee Name		Fed: Single	Fed: 0	Rates / Salary	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions		Balance	
Hire	SSN No.	Federal Wt	Fy/Ex						Cd	Amount	Cd	Description	Amount	Limit
Birth	Pay Freq	State Wt	Fy/Ex						Cd	Amount	Cd	Description	Amount	Limit
Type	DD	EIC	State Wt	Fy/Ex					Cd	Amount	Cd	Description	Amount	Limit
142 Bennette, Robin R.														
11-20-2006	193-58-8379	Fed: Single	0	(2)	0	1								
	Bi-Weekly	PA: No Status	(3)	0										
Regular	None			650.00 (12-06-06)										
3 Malnes, Beth A.														
20-2006	173-64-2552	Fed: Single	2	(2)	0									
	Bi-Weekly	PA: No Status	(3)	0										
Regular	None			920.00	0									
143 Brzezinski, Aaron														
12-06-2006	175-70-1223	Fed: Single	0	(2)	0	3								
	Bi-Weekly	PA: No Status	(3)	0										
Regular	None				0									
136 Cum, Christopher														
11-20-2006	205-58-5439	Fed: Single	0	(2)	0	3								
	Bi-Weekly	PA: No Status	(3)	0										
Regular	None				0									
112 Daugherty, Rosemary L.														
20-2006	179-58-3010	Fed: Single	4	(2)	0	3								
	Bi-Weekly	PA: No Status	(3)	0										
Regular	None			700.00 (12-06-06)										
83 Enel, Rebecca L.														
11-20-2006	180-68-9907	Fed: Single	0	(2)	0	3								
	Bi-Weekly	PA: No Status	(3)	0										
Regular	None			650.00	0									

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Employee Number and Employee Name		SSN No.	Federal WH	F/Exd	Rates / Salary & Raise Dates	Rate Chg.	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions				
Birth	Pay Freq.	State WH	* (W)	F/Exd						Amount	Amount	Description	Amount	Limit	Balance	
Type	DD	EIC	State Wh.	(R)	F/Exd											
47 Esposti, Mandy																
11-20-2006	201-64-0065		Fed: Single	0	(2)	0										
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				700.00										
28 Hepfer, Heather																
20-2006	192-66-7880		Fed: Single	0	(2)	0										
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				0										
144 Hummel, Janessa N.																
12-20-2006	210-66-9247		Fed: Single	1	(2)	0										
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				0										
145 Zimmerman, Billy Joe																
01-03-2007	165-64-2665		Fed: Single	1	(2)	0										
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				0										

Pay Period Start: -- -- End: -- --
 Co. No: 1409 PA State Corporation
PAYROLL WORKSHEET
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Employee Name (State for)	Emp. No.	SSN No.	UCI	Dept. No.	Pays			Taxes			Deductions & Memos			CK. No.				
					Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current		YTD	Description	Current	YTD
Bannette, Robin R.	142	193-36-8379	PA	1	0-Regular Pay		335.00	0-Regular Pay	10.50	1,662.36	Federal W/H	22.31	163.61			005039	NORMAL	
Employee Totals					Totals:		325.00	0-Regular Pay	10.50	1,662.36								267.56
Malnes, Beth A.	3	173-64-2552	PA	1	0-Regular Pay		920.00	0-Regular Pay	28.50	2,760.00	Federal W/H	69.12	207.36			005040	NORMAL	
Employee Totals					Totals:		920.00	0-Regular Pay	28.50	2,760.00								751.43
Nyan, Christine	147	315-92-4638	PA	1	0-Regular Pay		163.88	0-Regular Pay	28.50	163.88	Federal W/H	6.20	6.20			005041	NORMAL	
Employee Totals					Totals:		163.88	0-Regular Pay	28.50	163.88								139.96
Brzezinski, Aaron	143	175-70-1223	PA	3	0-Regular Pay		5.50	0-Regular Pay	43.00	236.50	Federal W/H	13.46	46.96			005042	NORMAL	
Employee Totals					Totals:		28.50	0-Regular Pay	137.50	775.36								197.48
Cumm, Christopher	136	205-56-5439	PA	3	0-Regular Pay		5.75	0-Regular Pay	35.50	204.13	Federal W/H	10.22	28.07			005043	NORMAL	
Employee Totals					Totals:		43.00	0-Regular Pay	97.00	586.46								171.84
Daugherty, Rosemary L.	112	179-56-3010	PA	3	0-Regular Pay		75.00	0-Regular Pay	3.50	2,137.25	Federal W/H	10.00	26.23			005044	NORMAL	
Employee Totals					Totals:		204.13	0-Regular Pay	97.00	586.46								171.84
Eposki, Mandy	47	201-64-0065	PA	3	0-Regular Pay		700.00	0-Regular Pay	3.50	2,112.25	Federal W/H	75.35	227.88			005045	NORMAL	
Employee Totals					Totals:		700.00	0-Regular Pay	3.50	2,112.25								548.98
Gillen, James	146	161-56-8863	PA	3	0-Regular Pay		5.15	0-Regular Pay	39.50	203.43	Federal W/H	33.36	53.36			005046	NORMAL	
Employee Totals					Totals:		39.50	0-Regular Pay	39.50	553.43								440.25

Employee Name (State fo)		Dept. No	Pays		Taxes		Deductions & Memos		Ch. No.
Emp. No	SSN No	UCI	Current	Year-to-Date	Current	YTD	Current	YTD	Type
Pay Freq	Tax Status		Rate	Hours	Pay	Description	Amount	Amount	Net Pay
28	Wk	192-66-7890	6.05	71.50	432.58	Federal W/H	36.23	76.40	005047
	Bi-Weekly	PA				OASDI	26.82	64.96	NORMAL
		PA				Medicare	6.27	15.20	
		PA				State W/H PA	13.28	32.16	
		PA				PA: EE SUI	0.39	0.94	
Employee Totals				71.50	432.58		81.99		350.59
Zimmerman, Billy Joe									
145	Wk	165-64-2865	5.50	78.00	429.00	Federal W/H	19.63	24.61	005048
	Bi-Weekly	PA				OASDI	26.60	58.54	NORMAL
		PA				Medicare	6.22	13.66	
		PA				State W/H PA	13.17	28.96	
		PA				PA: EE SUI	0.39	0.86	
Employee Totals				78.00	429.00		66.01		362.99
Totals:				149.50	861.58		148.00		713.58
Total YTD:				173.00	944.16		173.00		944.16

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Employee Number	and Employee Name	Federal WH	EX/EXT	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
SSN No.			EX/EXT	& Raise Dates	Che			Hours	Amount	Amount	Description	Amount	Limit	Balance
Birth	Pay Freq.	State WH	EX/EXT											
Type	DD	E/C	State WH											
142	Bennete, Robin R.					1								
11-20-2006	193-58-8379	Fed:	0	(2)	0									
	Bi-Weekly	PA:	No Status	(3)	0									
Regular	None				650.00 (12-06-06)									
3	Maines, Beth A.					1								
20-2006	173-64-2552	Fed:	2	(2)	0									
	Bi-Weekly	PA:	No Status	(3)	0									
Regular	None				920.00									
147	Runyan, Christine					1								
01-08-2007	315-97-4638	Fed:	0	(2)	0									
	Bi-Weekly	PA:	No Status	(3)	0									
Regular	None				0									
143	Brzezinski, Aaron					3								
12-06-2006	175-70-1223	Fed:	0	(2)	0									
	Bi-Weekly	PA:	No Status	(3)	0									
Regular	None				0									
136	Cumm, Christopher					3								
20-2006	205-58-5439	Fed:	0	(2)	0									
	Bi-Weekly	PA:	No Status	(3)	0									
Regular	None				0									
112	Daugherty, Rosemary L					3								
11-20-2006	179-58-3010	Fed:	4	(2)	0									
	Bi-Weekly	PA:	No Status	(3)	0									
Regular	None				700.00 (12-06-06)									

Pay Period Start: --- End: --- Check Date: --- Last Check Date: 02-02-2007

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Employee Number and Employee Name		SSN No.	Federal Wh	FY/ED	Rates / Salary & Raise Dates	Rate Ctg	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays Hours	Amount	Other Ded's Cd	Amount	Cd	Description	Automatic Pays and Deductions Amount	Final Balance	
47	Eposti, Mandy				(1)	0	3												
11-20-2006	201-64-0065		0		(2)	0													
	Bi-Weekly		P.A: No Status		(3)	0													
Regular	None					700.00													
146	Gillen, James				(1)	0	3												
31-2007	161-66-8863		0		(2)	0													
	Bi-Weekly		P.A: No Status		(3)	0													
Regular	None					0													
28	Hepfer, Heather				(1)	6,050.00	3												
11-20-2006	192-66-7880		0		(2)	0													
	Bi-Weekly		P.A: No Status		(3)	0													
Regular	None					0													
145	Zimmerman, Billy Joe				(1)	5,500.00	3												
01-03-2007	165-64-2665		1		(2)	0													
	Bi-Weekly		P.A: No Status		(3)	0													
Regular	None					0													

Pay Period Start: --- End: ---
 Co. No: 1409 PA State Corporation
 Check Date: ---
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Employee Name (State for)		Dept	Pays		Year-to-Date		Taxes		Deductions & Memos		Chk No.		
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD	Type
3	173-64-2562	PA	0-Regular Pay		970.00	0-Regular Pay			3,730.00	Federal W/H	76.62	283.96	NORMAL
										OASDI	60.14	231.26	
										Medicare	14.07	54.05	
										State W/H-PA	28.78	114.50	
										PA-EE SUI	0.87	3.36	
			Totals:		970.00	Total YTD:		3,730.00			181.48		788.52
147	315-92-4638	PA	0-Regular Pay	5.75	43.00	247.25	0-Regular Pay	71.50	411.13	Federal W/H	14.53	20.73	005050
										OASDI	15.33	25.49	NORMAL
										Medicare	3.58	5.96	
										State W/H-PA	7.59	12.62	
										PA-EE SUI	0.22	0.37	
			Totals:		43.00	Total YTD:		71.50	411.13		41.25		206.00
3	175-70-1223	PA	0-Regular Pay	5.75	33.00	189.75	0-Regular Pay	170.50	965.13	Federal W/H	8.78	55.74	005051
										OASDI	11.77	59.84	NORMAL
										Medicare	2.75	13.99	
										State W/H-PA	5.83	29.63	
										PA-EE SUI	0.17	0.86	
			Totals:		33.00	Total YTD:		170.50	965.13		29.30		180.45
136	205-58-5439	PA	0-Regular Pay	5.75	37.50	216.63	0-Regular Pay	134.50	802.09	Federal W/H	11.37	39.44	005052
										OASDI	13.37	49.73	NORMAL
										Medicare	3.13	11.63	
										State W/H-PA	6.62	24.63	
										PA-EE SUI	0.19	0.72	
			Totals:		37.50	Total YTD:		134.50	802.09		34.68		180.95
112	179-58-3010	PA	0-Regular Pay			700.00	0-Regular Pay	3.50	2,837.25	Federal W/H	7.50	33.73	005053
										OASDI	43.40	175.91	NORMAL
										Medicare	10.15	41.14	
										State W/H-PA	21.49	87.11	
										PA-EE SUI	0.63	2.58	
			Totals:			700.00	Total YTD:	3.50	2,837.25		83.17		616.83
47	201-64-0065	PA	0-Regular Pay			700.00	0-Regular Pay	3.50	2,812.25	Federal W/H	75.35	303.23	005054
										OASDI	43.40	174.36	NORMAL
										Medicare	10.15	40.78	
										State W/H-PA	21.49	86.34	
										PA-EE SUI	0.63	2.53	
			Totals:			700.00	Total YTD:	3.50	2,812.25		151.02		548.98
146	161-66-8863	PA	0-Regular Pay	5.75	70.50	405.38	0-Regular Pay	110.00	958.81	Federal W/H	43.14	96.50	005055
			OverTime Pay	8.875	9.00	79.88	OverTime Pay	9.00	79.88	OASDI	30.09	64.40	NORMAL
										Medicare	7.04	15.06	
										State W/H-PA	14.90	31.88	
										PA-EE SUI	0.44	0.94	
			Totals:		79.50	Total YTD:		119.00	1,038.69		96.61		389.65
28	192-66-7880	PA	0-Regular Pay	6.05	50.00	302.50	0-Regular Pay	221.50	1,350.66	Federal W/H	20.06	96.46	005056
										OASDI	18.75	83.74	NORMAL
										Medicare	4.38	19.58	
										State W/H-PA	9.29	41.47	
										PA-EE SUI	0.27	1.21	
			Totals:		50.00	Total YTD:		221.50	1,350.66		52.75		249.75

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Employee Name (State for)		Pays				Taxes			Deductions & Memos			CK No.					
Emp No	SSN No	UCI	Dept No	Description	Current Rate	Current Hours	Current Pay	Year-to-Date Description	Year-to-Date Hours	Year-to-Date Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	Type Net Pay
Zimmerman, Billy Joe	145	165-64-2665	PA	3	6.25	75.00	468.75	0-Regular Pay	248.00	1,412.91	Federal W/H	24.07	48.68				005057
				3	9.375	0.50	4.69	OverTime Pay	0.50	4.69	OASDI	29.36	87.89				NORMAL
											Medicare	6.87	20.56				
											State W/H: PA	14.53	43.52				
											PA: EE SUI	0.43	1.28				
Employee Totals						75.50	473.44	Total YTD:	248.50	1,417.60		75.25					398.19

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Employee Number and Employee Name		SSN No.	Federal Wh.	State Wh.	Fed. Ex.	State Ex.	Rates / Salary	Rate	Dep.	Regular	Overline	Other Pays	Other Ded's	Automatic Pays and Deductions			
Birth	Pay Freq.	DD	EIC	State Wh.	Fed. Ex.	State Ex.	& Raise Dates	Chg	No.	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
3 Maines Beth A.																	
11-20-2006	Bi-Weekly	173-64-2552							1								
	Regular	None					970.00 (02-14-07)										
147 Runyan, Christine																	
08-2007	Bi-Weekly	315-92-4638							1								
	Regular	None															
143 Brzezinski, Aaron																	
12-06-2006	Bi-Weekly	175-70-1223							3								
	Regular	None															
136 Cumn, Christopher																	
11-20-2006	Bi-Weekly	205-58-5439							3								
	Regular	None															
112 Daugherty, Rosemary L.																	
20-2006	Bi-Weekly	179-58-3010							3								
	Regular	None					700.00 (12-06-06)										
47 Espositi, Mandy																	
11-20-2006	Bi-Weekly	201-64-0065							3								
	Regular	None															

* W - Work State * R - Resident State

Employee Number and Employee Name	SSN No.	Federal VA	FY/EX	Rate/Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pys	Other Ded's	Automatic Pys and Deductions	Balance
Birth	Pay Freq	State VA (w)	FY/EX						Amount	Amount	Description	Amount
Type	DD	EIC	State VA (r)	FY/EX								
146 - Gillen, James												
01-31-2007	161-66-8863		Fed: Single 0	(2)	0	3						
	Bi-Weekly		P.A: No Status	(3)	0							
Regular:		None			0							
28 - Hepfer, Heather												
20-2006	192-66-7880		Fed: Single 0	(2)	0	3						
	Bi-Weekly		P.A: No Status	(3)	0							
Regular:		None			0							
145 - Zimmerman, Billy Joe												
01-03-2007	165-64-2665		Fed: Single 1	(2)	0	3						
	Bi-Weekly		P.A: No Status	(3)	0							
Regular:		None			0							

Pay Period Start: End: Check Date: Last Check Date: 02/16/2007
 Co. No: 109 PA State Corporation **PAYROLL WORKSHEET** Page: 2

Employee Name (State for)		Dept No.	Current			Year-to-Date			Taxes			Deductions & Memos			Ch. No.	
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD Amount	Description	Current Amount	YTD Amount	Type
Maines, Beth A.																
3	173-64-2552	PA	0-Regular Pay			970.00	0-Regular Pay		4,700.00	Federal W/H	76.62	360.60				005058
	Fed: Single	PA								OASDI	60.14	291.40				NORMAL
	PA No Status									Medicare	14.06	68.16				
										State W/H: PA	29.78	144.28				
										PA: EE SUI	0.87	4.23				
			Totals:			970.00	Total YTD:		4,700.00		181.47					788.53
Runyan, Christine																
147	315-92-4638	PA	0-Regular Pay	5.75	33.00	189.75	0-Regular Pay	104.50	600.88	Federal W/H	8.78	29.51				005059
	Fed: Single	PA								OASDI	11.76	37.25				NORMAL
	PA No Status									Medicare	2.75	8.71				
										State W/H: PA	5.83	18.45				
										PA: EE SUI	0.17	0.54				
			Totals:			33.00	Total YTD:	104.50	600.88		29.29					160.46
Zeinsh, Aaron																
3	175-70-1223	PA	0-Regular Pay	5.75	24.50	140.88	0-Regular Pay	195.00	1,106.01	Federal W/H	3.90	59.64				005060
	Fed: Single	PA								OASDI	8.73	68.57				NORMAL
	PA No Status									Medicare	2.05	16.04				
										State W/H: PA	4.33	33.96				
										PA: EE SUI	0.13	0.99				
			Totals:			24.50	Total YTD:	195.00	1,106.01		19.14					121.74
Daugherty, Rosemary L.																
112	175-58-3010	PA	0-Regular Pay	7.00	34.75	243.25	0-Regular Pay	38.25	3,430.50	Federal W/H	0.00	33.73				005061
	Fed: Single	PA								OASDI	36.78	212.69				NORMAL
	PA No Status									Medicare	8.60	49.74				
										State W/H: PA	18.21	105.32				
										PA: EE SUI	0.53	3.08				
			Totals:			34.75	Total YTD:	38.25	3,430.50		64.12					529.13
Esposit, Mandy																
47	201-64-0065	PA	0-Regular Pay			700.00	0-Regular Pay	3.50	3,512.25	Federal W/H	75.35	378.58				005062
	Fed: Single	PA								OASDI	43.40	217.76				NORMAL
	PA No Status									Medicare	10.15	50.93				
										State W/H: PA	21.48	107.83				
										PA: EE SUI	0.63	3.16				
			Totals:			700.00	Total YTD:	3.50	3,512.25		151.02					548.98
Gillien, James																
146	161-66-8663	PA	0-Regular Pay	5.75	80.00	460.00	0-Regular Pay	190.00	1,418.81	Federal W/H	50.66	147.16				005063
	Fed: Single	PA								OASDI	33.20	97.60				NORMAL
	PA No Status									Medicare	7.76	22.82				
										State W/H: PA	16.44	48.33				
										PA: EE SUI	0.48	1.42				
			Totals:			80.00	Total YTD:	190.00	1,418.81		108.54					426.90
Hepler, Heather																
28	192-66-7880	PA	0-Regular Pay	6.05	68.50	353.93	0-Regular Pay	280.00	1,704.59	Federal W/H	25.20	121.66				005064
	Fed: Single	PA								OASDI	21.94	105.68				NORMAL
	PA No Status									Medicare	5.14	24.72				
										State W/H: PA	10.87	52.34				
										PA: EE SUI	0.32	1.53				
			Totals:			68.50	Total YTD:	280.00	1,704.59		63.47					290.46
Zimmerman, Billy Joe																
145	165-64-2665	PA	0-Regular Pay	6.25	76.75	479.69	0-Regular Pay	324.75	1,892.60	Federal W/H	27.51	76.19				005065
	Fed: Single	PA								OASDI	31.49	119.38				NORMAL
	PA No Status									Medicare	7.36	27.92				
										State W/H: PA	15.99	59.11				
										PA: EE SUI	0.46	1.74				
			Totals:			76.75	Total YTD:	324.75	1,892.60		82.41					425.41

Pay Period: Bi-Weekly 02/10/07 - 02/23/07

Co. No: 1409 PA State Corporation

PAYROLL REGISTER

Payroll Number: 8

Check Date: 03/02/07

* W = Work State * R = Resident State

Employee Number and Employee Name		Fed/Wh	Fed/Wh	Fed/Wh	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hire	SSN/No.	Fed/Wh	Fed/Wh	Fed/Wh		Chg	No.	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Birth	Pay Freq.	DD	EIC	State Wh. *	State Wh. *										
Type	DD	EIC	State Wh. *	State Wh. *											
3 Moines, Beth A.															
11-20-2006	173-44-2552	Fed:	Single	2	(2)	0									
	Bi-Weekly	P.A.:	No Status		(3)	0									
Regular	None				970.00 (0214-07)										
147 Runyan, Christine															
11-08-2007	315-92-4638	Fed:	Single	0	(2)	0									
	Bi-Weekly	P.A.:	No Status		(3)	0									
Regular	None					0									
143 Brzezinski, Aaron															
12-06-2006	175-70-1223	Fed:	Single	0	(2)	0									
	Bi-Weekly	P.A.:	No Status		(3)	0									
Regular	None					0									
136 Cumm, Christopher															
11-20-2006	205-58-5439	Fed:	Single	0	(2)	0									
	Bi-Weekly	P.A.:	No Status		(3)	0									
Regular	None					0									
112 Dougherty, Rosemary L.															
11-20-2006	179-58-3010	Fed:	Single	4	(2)	0									
	Bi-Weekly	P.A.:	No Status		(3)	0									
Regular	None				700.00 (12-04-06)										
47 Esposti, Mandy															
11-20-2006	201-64-0065	Fed:	Single	0	(2)	0									
	Bi-Weekly	P.A.:	No Status		(3)	0									
Regular	None				700.00	0									

* W - Work State * R - Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	Ex/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hire	Birth	Pay Freq.	State Wh	Ex/Ext						Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh	Ex/Ext											
146 Gillen, James					(1) 57500 (02-14-07)		3								
01-31-2007	161-66-8863		Fed: Single 0	(2)	0										
	Bi-Weekly		P.A.: No Status	(3)	0										
	Regular		None		0										
28 Hepfer, Heather					(1) 60500	0	3								
20-2006	192-66-7880		Fed: Single 0	(2)	0										
	Bi-Weekly		P.A.: No Status	(3)	0										
	Regular		None		0										
145 Zimmerman, Billy Joe					(1) 62500 (02-14-07)		3								
01-03-2007	165-64-2665		Fed: Single 1	(2)	0										
	Bi-Weekly		P.A.: No Status	(3)	0										
	Regular		None		0										

Employee Name (State for)		Dept. No.	Current Rate	Hours	Pay	Description	Year-to-Date Hours	Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	Cl. No. Type
Maines, Beth A.		1	0-Regular Pay	970.80	970.80	0-Regular Pay	110.50	5,670.00	Federal W/H	76.62	437.22				005066 NORMAL
Bi-Weekly									Medicare	60.14	351.54				
PA No Status									State W/H: PA	14.07	82.22				
PA No Status									PA: EE SUI	29.78	174.06				
PA No Status									PA: EE SUI	0.87	5.10				
Employee Totals					970.80		110.50	5,670.00		181.48					788.52
Runyan, Christine		1	0-Regular Pay	6.00	34.50	0-Regular Pay	110.50	635.38	Federal W/H	0.00	29.51				005067 NORMAL
Bi-Weekly									OASDI	2.14	39.39				
PA No Status									Medicare	0.50	9.21				
PA No Status									State W/H: PA	1.06	19.51				
PA No Status									PA: EE SUI	0.03	0.57				
Employee Totals					34.50		110.50	635.38		3.73					30.77
Alin, Shane		3	0-Regular Pay	76.50	439.88	0-Regular Pay	76.50	439.88	Federal W/H	41.65	41.65				005068 NORMAL
Bi-Weekly									OASDI	29.47	29.47				
PA No Status									Medicare	6.89	6.89				
PA No Status									State W/H: PA	14.59	14.59				
PA No Status									PA: EE SUI	0.43	0.43				
Employee Totals					439.88		80.50	475.38		93.03					382.35
Brzezinski, Aaron		3	0-Regular Pay	5.75	221.38	0-Regular Pay	233.50	1,327.39	Federal W/H	11.95	71.59				005069 NORMAL
Bi-Weekly									OASDI	13.73	82.30				
PA No Status									Medicare	3.21	19.25				
PA No Status									State W/H: PA	6.80	40.76				
PA No Status									PA: EE SUI	0.20	1.19				
Employee Totals					221.38		233.50	1,327.39		35.89					185.49
Cummi, Christopher		3	0-Regular Pay	5.75	48.88	0-Regular Pay	143.00	850.97	Federal W/H	0.00	39.44				005070 NORMAL
Bi-Weekly									OASDI	3.03	52.76				
PA No Status									Medicare	0.71	12.34				
PA No Status									State W/H: PA	1.50	26.13				
PA No Status									PA: EE SUI	0.04	0.76				
Employee Totals					48.88		143.00	850.97		5.28					43.90
Esposit, Mandy		3	0-Regular Pay	7.00	80.00	0-Regular Pay	83.50	4,072.25	Federal W/H	86.63	465.21				005071 NORMAL
Bi-Weekly									OASDI	48.07	286.83				
PA No Status									Medicare	11.24	62.17				
PA No Status									State W/H: PA	23.80	131.63				
PA No Status									PA: EE SUI	0.70	3.86				
Employee Totals					80.00		83.50	4,072.25		170.44					604.81
Gillen, James		3	0-Regular Pay	5.75	215.63	0-Regular Pay	227.50	1,634.44	Federal W/H	11.37	158.53				005072 NORMAL
Bi-Weekly									OASDI	13.37	110.97				
PA No Status									Medicare	3.13	25.95				
PA No Status									State W/H: PA	6.62	54.95				
PA No Status									PA: EE SUI	0.19	1.61				
Employee Totals					215.63		227.50	1,634.44		34.88					180.95
Hepfer, Heather		3	0-Regular Pay	6.05	48.40	0-Regular Pay	288.00	1,752.99	Federal W/H	0.00	121.66				005073 NORMAL
Bi-Weekly									OASDI	3.01	108.69				
PA No Status									Medicare	0.70	25.42				
PA No Status									State W/H: PA	1.49	53.83				
PA No Status									PA: EE SUI	0.04	1.57				
Employee Totals					48.40		288.00	1,752.99		5.24					43.16

PAYROLL REGISTER

Employee Name Emp. No. Pay Freq.	(State for) SSN No. Tax Status	UCI	Dept. No.	Pays			Year-to-Date			Taxes			Deductions & Memos			CK No. Type Net Pay	
				Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount		YTD Amount
Ross, Travis 149 Bi-Weekly	191-62-7043 PA No Status	PA	3	0-Regular Pay	6.50	73.75	479.38	0-Regular Pay	73.75	479.38	Federal W/H	42.26	42.26			005074 NORMAL	
											OASDI	29.72	29.72				
											Medicare	6.95	6.95				
											State W/H: PA	14.72	14.72				
											PA: EE SUI	0.43	0.43				
				Totals:		73.75	479.38	Total YTD:	73.75	479.38		94.07					
Zimmerman, Billy Joe 145 Bi-Weekly	165-64-2865 PA No Status	PA	3	0-Regular Pay	6.25	80.00	500.00	0-Regular Pay	404.75	2,392.60	Federal W/H	62.28	138.48			005075 NORMAL	
				OverTime Pay	9.375	26.00	243.75	OverTime Pay	29.50	276.57	OASDI	46.11	165.49				
											Medicare	10.78	38.70				
											State W/H: PA	22.83	81.94				
											PA: EE SUI	0.67	2.41				
				Totals:		106.00	743.75	Total YTD:	434.25	2,669.17		142.68					
Employee Totals																	

Pay Period: Bi-Weekly 02/24/07 - 03/08/07
 Co. No: 1409 PA State Corporation **PAYROLL REGISTER** Payroll Number: 9 Check Date: 03/16/07
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Employee Number and Employee Name		SSN No.	Federal Wh	Exempt	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Birth Date	Pay Freq	DD	State Wh	Exempt						Amount	Amount	Description	Amount	Limit	Balance
146 Gillen, James															
01-31-2007	161-66-8863		Fed: Single 0	(2)	5,750 (02-14-07)		3								
	Bi-Weekly		P.A.: No Status	(3)	0										
	Regular:		None		0										
28 Hepfer, Heather															
20-2006	192-66-7880		Fed: Single 0	(2)	6,050	0	3								
	Bi-Weekly		P.A.: No Status	(3)	0										
	Regular:		None		0										
149 Ross, Travis															
03-14-2007	191-62-7043		Fed: Single 0	(2)	6,500	0	3								
	Bi-Weekly		P.A.: No Status	(3)	0										
	Regular:		None		0										
145 Zimmerman, Billy Joe															
01-03-2007	165-64-2665		Fed: Single 1	(2)	6,250 (02-14-07)		3								
	Bi-Weekly		P.A.: No Status	(3)	0										
	Regular:		None		0										

Pay Period Start: --- End: ---
 Co. No: 1409 PA State Corporation
 Check Date: ---
 Last Check Date: 03-16-2007
PAYROLL WORKSHEET
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Employee Number and Employee Name		SSN No.	Federal Wh	F/Ex	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions					
Hire	Birth	Pay Freq.	State Wh. (W)	F/Ex	& Raise Dates	Chg	No.	Hours	Hours	Cd	Amount	Cd	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh. (R)	F/Ex													
150 Bunbarger, Roy																	
03-09-2007		181-50-7892	Fed: Single 0	(2)	57500 0	0	1										
		Bi-Weekly	P.A.: No Status	(3)	0												
Regular		None			0												
3 Maines, Beth A.																	
03-09-2007		173-64-2552	Fed: Single 2	(2)	0		1										
		Bi-Weekly	P.A.: No Status	(3)	0												
Regular		None			0												
143 Bizozinshi, Aaron																	
12-06-2006		175-70-1223	Fed: Single 0	(2)	57500 (02-14-07)		3										
		Bi-Weekly	P.A.: No Status	(3)	0												
Regular		None			0												
136 Cumm, Christopher																	
11-20-2006		205-58-5439	Fed: Single 0	(2)	57500 0		3										
		Bi-Weekly	P.A.: No Status	(3)	0												
Regular		None			0												
47 Espositi, Mandy																	
03-09-2007		201-64-0065	Fed: Single 0	(2)	600.00 (03-28-07)		3										
		Bi-Weekly	P.A.: No Status	(3)	0												
Regular		None			0												
145 Zimmerman, Billy Joe																	
01-03-2007		165-64-2665	Fed: Single 1	(2)	0		3										
		Bi-Weekly	P.A.: No Status	(3)	0												
Regular		None			0												

Employee Name (State for)		Dept. No.	Current Rate	Hours	Pay	Description	Year-to-Date Hours	Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	Ch. No. Type
Employee Totals															
Mannes, Beth A.		1	0-Regular Pay	500.00	500.00	0-Regular Pay	6,170.00	6,170.00	Federal W/H	13.66	450.87				0035076 NORMAL
Bi-Weekly									OASDI	31.00	382.54				
Medicare									Medicare	7.25	89.47				
PA									State W/H: PA	15.35	189.41				
PA									PA: EE: SUI	0.45	5.55				
Totals:					500.00	Total YTD:	6,170.00			67.70	54.17				432.30
Employee Totals															
Beldin, Shane		3	0-Regular Pay	575	38.50	0-Regular Pay	116.00	667.01	Federal W/H	12.52	54.17				0035077 NORMAL
Bi-Weekly									OASDI	14.09	43.56				
Medicare									Medicare	3.30	10.19				
PA									State W/H: PA	6.97	21.56				
PA									PA: EE: SUI	0.20	0.63				
Totals:					38.50	Total YTD:	120.00	702.51		37.08	37.08				190.05
Employee Totals															
Zainshi, Aaron		3	0-Regular Pay	575	43.50	0-Regular Pay	277.00	1,577.52	Federal W/H	14.82	86.41				0035078 NORMAL
Bi-Weekly									OASDI	15.51	97.81				
Medicare									Medicare	3.62	22.87				
PA									State W/H: PA	7.68	48.44				
PA									PA: EE: SUI	0.23	1.42				
Totals:					43.50	Total YTD:	277.00	1,577.52		41.86	41.86				208.27
Employee Totals															
Cumm, Christopher		3	0-Regular Pay	575	74.00	0-Regular Pay	217.00	1,276.47	Federal W/H	38.17	77.61				0035079 NORMAL
Bi-Weekly									OASDI	28.03	80.79				
Medicare									Medicare	6.55	18.89				
PA									State W/H: PA	13.88	40.01				
PA									PA: EE: SUI	0.41	1.17				
Totals:					74.00	Total YTD:	220.00	1,303.10		67.04	67.04				365.09
Employee Totals															
Espost, Mandy		3	0-Regular Pay	201.64-0066	PA	0-Regular Pay	83.50	4,672.25	Federal W/H	60.35	525.55				0035080 NORMAL
Bi-Weekly									OASDI	37.20	303.03				
Medicare									Medicare	8.70	70.87				
PA									State W/H: PA	18.42	150.05				
PA									PA: EE: SUI	0.54	4.40				
Totals:					77.00	Total YTD:	104.00	4,887.50		128.21	128.21				474.79
Employee Totals															
Zimmerman, Billy Joe		3	0-Regular Pay	165.64-2655	PA	0-Regular Pay	404.75	3,042.60	Federal W/H	48.23	186.71				0035081 NORMAL
Bi-Weekly									OASDI	40.30	205.79				
Medicare									Medicare	9.43	48.13				
PA									State W/H: PA	19.96	101.90				
PA									PA: EE: SUI	0.59	3.00				
Totals:					650.00	Total YTD:	434.25	3,319.17		118.51	118.51				531.49

* W - Work State * R - Resident State

Employee Number and Employee Name		Fed: Single	State Wh. * (W)	Fed: Ex/Ext	State Wh. * (R)	Fed: Ex/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions		Balance
Hire	SSN No.											Amount	Amount	Description	Limit	
Birth	Pay Freq.															
Type	DD	ETC	State Wh.													
3 Maines, Beth A.																
11-20-2006	173-64-2552		Fed: Single	2		(2)	0		1							
	Bi-Weekly		PA: No Status			(3)	0									
Regular		None					970.00 (02-14-07)									
143 Brzezinski Aaron																
06-2006	175-70-1223		Fed: Single	0		(2)	57500 (02-14-07)	0	3							
	Bi-Weekly		PA: No Status			(3)	0									
Regular		None						0								
136 Cumm, Christopher																
11-20-2006	205-58-5439		Fed: Single	0		(2)	0		3							
	Bi-Weekly		PA: No Status			(3)	0									
Regular		None						0								
47 Esposti, Mandy																
11-20-2006	201-64-0065		Fed: Single	0		(2)	0		3							
	Bi-Weekly		PA: No Status			(3)	0									
Regular		None					600.00 (03-28-07)									
145 Zimmerman, Billy Joe																
01-03-2007	165-64-2665		Fed: Single	1		(2)	0									
	Bi-Weekly		PA: No Status			(3)	0									
Regular		None					650.00 (03-28-07)									

Pay Period Start: -- -- -- -- -- End: -- -- -- -- --
 Co. No: 1409 PA State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- -- -- -- Last Check Date: 03-30-2007
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Employee Name (State for)			Pays			Taxes			Deductions & Memos			CK No.							
Emp. No.	SSN No.	UCI	Dept. No.	Description	Current Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	Type	Net Pay	
150	181-50-7892	PA	1	0-Regular Pay	5.75	80.00	460.00	0-Regular Pay	159.25	915.69	Federal W/H	71.30	110.00					NORMAL	
				OverTime Pay	8.875	24.00	213.00	OverTime Pay	24.00	213.00	OASDI	41.73	69.99					NORMAL	
				Totals:		104.00	673.00	Total YTD:	183.25	1,128.69	Medicare	9.76	16.37					NORMAL	
											State W/H: PA	20.66	34.65					NORMAL	
											PA: EE: SU	0.61	1.02					NORMAL	
												144.06	464.52					NORMAL	528.94
3	173-64-2552	PA	1	0-Regular Pay			500.00	0-Regular Pay		6,670.00	Federal W/H	13.66	464.52					NORMAL	
				Totals:			500.00	Total YTD:		6,670.00	OASDI	31.00	413.54					NORMAL	
											Medicare	7.25	96.72					NORMAL	
											State W/H: PA	15.36	204.76					NORMAL	
											PA: EE: SU	0.45	6.00					NORMAL	
												67.70	100.66					NORMAL	432.30
2	175-70-1223	PA	3	0-Regular Pay	5.75	42.50	244.38	0-Regular Pay	319.50	1,821.90	Federal W/H	14.25	100.66					NORMAL	
				Totals:		42.50	244.38	Total YTD:	319.50	1,821.90	OASDI	15.16	112.96					NORMAL	
											Medicare	3.54	26.41					NORMAL	
											State W/H: PA	7.50	55.94					NORMAL	
											PA: EE: SU	0.22	1.64					NORMAL	
												40.66	121.09					NORMAL	203.72
136	205-56-5439	PA	3	0-Regular Pay			650.00	0-Regular Pay	217.00	1,926.47	Federal W/H	67.86	145.48					NORMAL	
				Totals:			650.00	Total YTD:	217.00	1,926.47	OASDI	40.30	121.09					NORMAL	
											Medicare	9.43	28.32					NORMAL	
											State W/H: PA	19.96	59.97					NORMAL	
											PA: EE: SU	0.99	1.76					NORMAL	
												138.13	343.33					NORMAL	511.87
47	201-64-0065	PA	3	0-Regular Pay			650.00	0-Regular Pay	63.50	5,322.25	Federal W/H	67.86	593.41					NORMAL	
				Totals:			650.00	Total YTD:	220.00	1,953.10	OASDI	40.30	121.09					NORMAL	
											Medicare	9.43	80.30					NORMAL	
											State W/H: PA	19.96	170.01					NORMAL	
											PA: EE: SU	0.59	4.99					NORMAL	
												138.13	343.33					NORMAL	511.87
145	165-64-2665	PA	3	0-Regular Pay			650.00	0-Regular Pay	404.75	3,692.60	Federal W/H	48.23	234.94					NORMAL	
				Totals:			650.00	Total YTD:	434.25	3,969.17	OASDI	40.30	246.09					NORMAL	
											Medicare	9.43	57.56					NORMAL	
											State W/H: PA	19.96	121.86					NORMAL	
											PA: EE: SU	0.59	3.59					NORMAL	
												118.51	359.17					NORMAL	531.49

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh.	FY/EXT	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hire	Birth	Pay Freq.	State Wh. (W)	FY/EXT	& Raise Dates	Chg	No.	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh. (R)	FY/EXT											
150 Bumbarger, Roy															
03-09-2007		181-50-7892	Fed: Single	0	(2)	0	1								
		Bi-Weekly	PA: No Status		(3)	0									
Regular		None				0									
3 Mines, Beth A.															
11-20-2006		173-64-2552	Fed: Single	2	(2)	0	1								
		Bi-Weekly	PA: No Status		(3)	0									
Regular		None				970.00 (02-14-07)									
143 Brezinski, Aaron															
12-06-2006		175-70-1223	Fed: Single	0	(2)	0	3								
		Bi-Weekly	PA: No Status		(3)	0									
Regular		None				0									
136 Cunn, Christopher															
11-20-2006		205-56-5439	Fed: Single	0	(2)	0	3								
		Bi-Weekly	PA: No Status		(3)	0									
Regular		None				0									
47 Espositi, Mandy															
01-20-2006		201-64-0065	Fed: Single	0	(2)	0	3								
		Bi-Weekly	PA: No Status		(3)	0									
Regular		None				650.00 (04-11-07)									
145 Zimmerman, Billy Joe															
01-03-2007		165-64-2665	Fed: Single	1	(2)	0	3								
		Bi-Weekly	PA: No Status		(3)	0									
Regular		None				650.00 (03-28-07)									

Pay Period Start: -- -- End: -- --
 Co. No: 1409 PA State Corporation
 Check Date: -- -- Last Check Date: 04-13-2007
PAYROLL WORKSHEET
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Employee Name (State for)	SSN No.	UCI	Dept. No.	Pays				Taxes				Deductions & Memos			Ck. No. Type	
				Description	Current Rate	Hours	Pay	Description	Year-to-Date Hours	Amount	Description	Current Amount	YTD Amount	Description		Current Amount
Bumbarger, Ray																
150	181-50-7892	PA	1	0-Regular Pay	5.75	19.00	109.25	0-Regular Pay	178.25	1,024.94	Federal WH	0.73	110.73		005089	NORMAL
	Fed: Single	PA		Overtime Pay			24.00	Overtime Pay	24.00	213.00	Medicare	6.77	76.75			
	PA No Status			Totals:		19.00	109.25	Total YTD:	202.25	1,237.94	State WH: PA	1.58	17.95			
											PA: EE SUI	0.10	38.00			
													1.12			
Employee Totals																
						19.00	109.25	Total YTD:	202.25	1,237.94						
Maines, Beth A.																
3	173-84-2552	PA	1	0-Regular Pay			500.00	0-Regular Pay		7,170.00	Federal WH	13.65	478.17		005090	NORMAL
	Fed: Single	PA									OASDI	31.00	444.54			
	PA No Status										Medicare	7.25	103.97			
											State WH: PA	16.35	220.11			
											PA: EE SUI	0.45	6.45			
Employee Totals																
							500.00	Total YTD:		7,170.00						
Jezinski, Aaron																
43	175-70-1223	PA	3	0-Regular Pay	5.75	48.50	278.88	0-Regular Pay	368.00	2,100.78	Federal WH	17.70	118.36		005091	NORMAL
	Fed: Single	PA									OASDI	17.28	130.25			
	PA No Status										Medicare	4.05	30.46			
											State WH: PA	8.56	64.50			
											PA: EE SUI	0.25	1.89			
Employee Totals																
						48.50	278.88	Total YTD:	368.00	2,100.78						
Cumma, Christopher																
136	205-58-5439	PA	3	0-Regular Pay			650.00	0-Regular Pay	217.00	2,576.47	Federal WH	67.85	213.31		005092	NORMAL
	Fed: Single	PA									OASDI	40.30	161.39			
	PA No Status										Medicare	9.43	37.75			
											State WH: PA	19.96	79.53			
											PA: EE SUI	0.59	2.35			
Employee Totals																
							650.00	Total YTD:	220.00	2,603.10						
Esposito, Mandy																
47	201-64-0065	PA	3	0-Regular Pay			700.00	0-Regular Pay	83.50	6,022.28	Federal WH	73.35	688.76		005093	NORMAL
	Fed: Single	PA									OASDI	43.40	386.73			
	PA No Status										Medicare	10.14	90.44			
											State WH: PA	21.49	191.50			
											PA: EE SUI	0.53	5.62			
Employee Totals																
							700.00	Total YTD:	108.00	6,237.50						
Herman, Tera K.																
151	185-88-2298	PA	3	0-Regular Pay	5.75	25.50	146.63	0-Regular Pay	25.50	146.63	Federal WH	4.47	4.47		005094	NORMAL
	Fed: Single	PA									OASDI	9.09	9.09			
	PA No Status										Medicare	2.13	2.13			
											State WH: PA	4.50	4.50			
											PA: EE SUI	0.13	0.13			
Employee Totals																
						25.50	146.63	Total YTD:	25.50	146.63						
Zimmerman, Billy Joe																
145	165-64-2665	PA	3	0-Regular Pay			650.00	0-Regular Pay	404.75	4,342.60	Federal WH	48.23	263.17		005095	NORMAL
	Fed: Single	PA									OASDI	40.30	286.39			
	PA No Status										Medicare	9.42	66.98			
											State WH: PA	19.96	141.82			
											PA: EE SUI	0.59	4.18			
Employee Totals																
							650.00	Total YTD:	434.25	4,619.17						

Employee Number and Employee Name	SSN No.	Federal Wh	F/Fed	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Balance
Hire	Pay Freq.	State Wh	F/Fed	Rate	Chg				Amount	Amount	Description	Limit
Birth	DD	EIC	State Wh	* (R)	F/Fed							
Type												
3 Maines, Beth A.												
11-20-2006	173-64-2552		Fed: Single	2	(2)							
	Bi-Weekly		PA: No Status		(3)							
Regular		None							970.00 (02-14-07)			
143 Brzezinski, Aaron												
06-2006	175-70-1223		Fed: Single	0	(2)							
	Bi-Weekly		PA: No Status		(3)							
Regular		None										
136 Cumm, Christopher												
11-20-2006	205-58-5439		Fed: Single	0	(2)							
	Bi-Weekly		PA: No Status		(3)							
Regular		None							650.00 (04-25-07)			
47 Esposit, Mandy												
11-20-2006	201-64-0065		Fed: Single	0	(2)							
	Bi-Weekly		PA: No Status		(3)							
Regular		None							700.00 (04-25-07)			
151 Hurman, Tera K.												
1-17-2007	185-68-2298		Fed: Single	0	(2)							
	Bi-Weekly		PA: No Status		(3)							
Regular		None										
145 Zimmermann, Billy Joe												
01-03-2007	165-64-2665		Fed: Single	1	(2)							
	Bi-Weekly		PA: No Status		(3)							
Regular		None							650.00 (03-28-07)			

Employee Name	(State for)	Dept. No.	Pays				Taxes				Deductions & Memos				Ck. No. Type Net Pay		
			Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD	Description	Amount		YTD	
Mannes, Beth A.	PA	1	0-Regular Pay			500.00	0-Regular Pay			Federal W/H	13.66	491.82			006096	NORMAL	
Bi-Weekly	173-64-2952	PA								OASDI	31.00	475.54					
	Fed: Single	2								Medicare	7.25	111.22					
	PA No Status									State W/H: PA	15.35	235.46					
	PA No Status									PA EE SUI	0.45	6.90					
Employee Totals			Totals:			500.00	Total YTD:			67.70							432.30
Brzezinski, Aaron	PA	3	0-Regular Pay	5.75	31.50	181.13	0-Regular Pay	399.50	2,281.91	Federal W/H	7.92	126.28			006097	NORMAL	
Bi-Weekly	175-70-1223	PA								OASDI	11.23	141.48					
	Fed: Single	0								Medicare	2.63	33.09					
	PA No Status									State W/H: PA	5.56	70.06					
	PA No Status									PA EE SUI	0.16	2.05					
Employee Totals			Totals:			181.13	Total YTD:	399.50	2,281.91	27.50							153.63
Im, Christopher	PA	3	0-Regular Pay			325.00	0-Regular Pay	217.00	2,901.47	Federal W/H	22.31	235.62			006098	NORMAL	
Bi-Weekly	205-54-5439	PA								OASDI	20.15	181.54					
	Fed: Single	0								Medicare	4.70	42.45					
	PA No Status									State W/H: PA	9.98	89.91					
	PA No Status									PA EE SUI	0.29	2.84					
Employee Totals			Totals:			325.00	Total YTD:	220.00	2,926.10	57.43							287.57
Esposito, Mandy	PA	3	0-Regular Pay			700.00	0-Regular Pay	83.50	6,122.25	Federal W/H	75.35	744.11			006099	NORMAL	
Bi-Weekly	201-64-0065	PA								OASDI	43.40	430.13					
	Fed: Single	0								Medicare	10.16	100.59					
	PA No Status									State W/H: PA	21.49	212.99					
	PA No Status									PA EE SUI	0.63	6.25					
Employee Totals			Totals:			700.00	Total YTD:	104.00	6,537.50	151.02							548.98
Herman, Tara K.	PA	3	0-Regular Pay	6.00	76.00	456.00	0-Regular Pay	101.50	602.63	Federal W/H	49.70	54.17			006100	NORMAL	
Bi-Weekly	185-64-2298	PA								OASDI	32.80	41.89					
	Fed: Single	0								Medicare	7.67	9.80					
	PA No Status									State W/H: PA	16.24	20.74					
	PA No Status									PA EE SUI	0.48	0.61					
Employee Totals			Totals:			629.00	Total YTD:	109.50	675.63	106.89							422.11
Harrol, Angela	PA	3	0-Regular Pay	5.75	35.00	201.25	0-Regular Pay	35.00	201.25	Federal W/H	9.93	9.93			006101	NORMAL	
Bi-Weekly	199-64-1426	PA								OASDI	12.48	12.48					
	Fed: Single	0								Medicare	2.92	2.92					
	PA No Status									State W/H: PA	6.18	6.18					
	PA No Status									PA EE SUI	0.18	0.18					
Employee Totals			Totals:			201.25	Total YTD:	35.00	201.25	31.69							169.56
Zimmerman, Billy Joe	PA	3	0-Regular Pay			650.00	0-Regular Pay	404.75	4,992.60	Federal W/H	48.23	331.40			006102	NORMAL	
Bi-Weekly	165-64-2665	PA								OASDI	40.30	326.69					
	Fed: Single	1								Medicare	9.43	76.41					
	PA No Status									State W/H: PA	19.56	161.78					
	PA No Status									PA EE SUI	0.59	4.77					
Employee Totals			Totals:			650.00	Total YTD:	434.25	5,259.17	118.51							531.49

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PAYROLL REGISTER

Employee Number and Employee Name		SSN No.	Federal Wh	Fv/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hire	Pay Freq.	DD	E/C	State Wh	* (W)	Fv/Ext				Amount	Cd	Description	Amount	Limit	Balance
3 Moines, Beth A.															
11-20-2006	Bi-Weekly	173-64-2552	Fed: Single	2	(2)	0	1								
	Bi-Weekly		PA: No Status		(3)	0									
Regular		None				970.00 (02-14-07)									
143 Brzezinski, Aaron															
06-29-06	Bi-Weekly	175-70-1223	Fed: Single	0	(2)	0									
	Bi-Weekly		PA: No Status		(3)	0									
Regular		None				575.00 (02-14-07)	3								
47 Eposti, Mandy															
11-20-2006	Bi-Weekly	201-64-0065	Fed: Single	0	(2)	0									
	Bi-Weekly		PA: No Status		(3)	0									
Regular		None				700.00 (04-25-07)									
151 Harmon, Tara K.															
04-17-2007	Bi-Weekly	185-68-2298	Fed: Single	0	(2)	0									
	Bi-Weekly		PA: No Status		(3)	0									
Regular		None				6,000.00	3								
152 Harrol, Angela															
28-2007	Bi-Weekly	199-64-1476	Fed: Single	0	(2)	0									
	Bi-Weekly		PA: No Status		(3)	0									
Regular		None				5,750.00	3								
145 Zimmerman, Billy Joe															
01-03-2007	Bi-Weekly	165-64-2655	Fed: Single	1	(2)	0									
	Bi-Weekly		PA: No Status		(3)	0									
Regular		None				650.00 (03-28-07)									

Pay Period Start: --- End: --- Check Date: --- Last Check Date: 05/11/2007

Co. No: 1409 PA State Corporation

PAYROLL WORKSHEET

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Employee Name (State for)	Emp. No.	SSN No.	UCI	Dept. No.	Pay			Year-to-Date			Taxes			Deductions & Memos			Ch. No.
					Description	Rate	Hours	Description	Hours	Amount	Description	Amount	YTD Amount	Description	Current Amount	YTD Amount	
Maines, Beth A.	3	173-64-2652	PA	1	0-Regular Pay		970.30	0-Regular Pay		8,640.00	Federal W/H	76.62	568.44				005103
					Fed: Single	2			Medicare	60.14	635.68	OASDI	14.07	125.29			
Employee Totals					Totals:		970.00	Total YTD:		8,640.00		181.48					788.52
Espost, Mandy	47	201-64-0065	PA	3	0-Regular Pay		700.00	0-Regular Pay		7,422.25	Federal W/H	75.35	819.46				005104
					Fed: Single	0			Medicare	43.40	473.53	OASDI	10.15	110.74			
Employee Totals					Totals:		700.00	Total YTD:		7,637.50		151.02					548.98
Harol, Angela	152	199-64-1426	PA	3	0-Regular Pay	5.75	71.50	0-Regular Pay	173.00	1,013.76	Federal W/H	32.02	86.19				005105
					Fed: Single	0			Medicare	25.49	67.36	OASDI	5.96	15.76			
Employee Totals					Totals:		71.50	Total YTD:		1,086.76		76.46					334.67
McGary, Paul	168	164-72-1841	PA	3	0-Regular Pay	6.00	77.75	0-Regular Pay	96.75	556.31	Federal W/H	26.31	35.24				005106
					Fed: Single	0			Medicare	22.04	34.49	OASDI	5.15	8.07			
Employee Totals					Totals:		61.75	Total YTD:		556.31		63.69					291.37
Zimmernan, Billy Joe	145	165-64-2665	PA	3	0-Regular Pay	6.25	75.00	0-Regular Pay	479.75	5,461.35	Federal W/H	40.32	40.32				005108
					Fed: Single	1			Medicare	28.92	28.92	OASDI	6.76	6.76			
Employee Totals					Totals:		77.75	Total YTD:		466.50		90.74					375.76
Employee Totals					Totals:		75.00	Total YTD:		503.25		74.27					394.48

* W = Work State * R = Resident State

Employee Number and Employee Name		Fed:	State Wt. (R)	Ex/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions		Balance
SSN No.	Fullert Wt.	Fed:	State Wt. (R)	Ex/Ext						Amount	Amount	Description	Amount	Limit
Birth	Pay Freq.	PA: No Status	State Wt. (R)	Ex/Ext										
Type	DD EIC	None												
3 Moines, Beth A														
11-20-2006	173-64-2552	Fed: Single 2		(2)	0		1							
	Bi-Weekly	PA: No Status		(3)	0									
Regular	None				970.00 (02-14-07)									
47 Espositi, Handy														
20-2006	201-64-0065	Fed: Single 0		(2)	0		3							
	Bi-Weekly	PA: No Status		(3)	0									
Regular	None				700.00 (04-25-07)									
151 Harmon, Tera K.														
04-17-2007	165-68-2298	Fed: Single 0		(2)	0		3							
	Bi-Weekly	PA: No Status		(3)	0									
Regular	None				0									
152 Harrol, Angela														
04-28-2007	199-64-1426	Fed: Single 0		(2)	0		3							
	Bi-Weekly	PA: No Status		(3)	0									
Regular	None				0									
166 McGary, Paul														
12-2007	164-72-1841	Fed: Single 0		(2)	0		3							
	Bi-Weekly	PA: No Status		(3)	0									
Regular	None				0									
145 Zimmermann, Billy Joe														
01-03-2007	165-64-2665	Fed: Single 1		(2)	0		3							
	Bi-Weekly	PA: No Status		(3)	0									
Regular	None				0									

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PAYROLL WORKSHEET

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* W = Work State * R = Resident State

Employee Number and Employee Name		Fed/Ext	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hire	SSN No.	Federal Wh	Fy/Ext	Rate	No.	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Birth	Pay Freq.	State Wh	Fy/Ext	Chg									
Type	DD	EIC	State Wh										
145 Zimmerman, Billyce			(1)	0	3								
01-03-2007	165-64-2665	Fed:	Single 1	(2)									
	Bi-Weekly	PA:	No Status	(3)									
Regular	None			650.00 (06-06-07)									

Pay Period Start: -- -- End: -- --
 Co. No: 1409 PA State Corporation
PAYROLL WORKSHEET
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Employee Name (State for)		Dept.	Description	Current Rate	Hours	Pay	Description	Year-to-Date Hours	Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	Ck No.	Type	Net Pay
Employee Totals																		
Haines, Beth A.	173-64-2552 PA	1	0-Regular Pay			970.00	0-Regular Pay	10.50	2,312.38	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	67.98 40.30 9.43 19.96 0.55	231.46 143.37 33.53 71.00 2.09				005116	NORMAL	511.87
Employee Totals						650.00	Total YTD:	10.50	2,312.38		138.13	721.68						
Malnes, Beth A.	173-64-2552 PA	3	0-Regular Pay			700.00	0-Regular Pay	83.50	8,822.25	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	76.62 60.14 14.07 29.78 0.87	721.68 655.96 153.42 324.80 9.51				005117	NORMAL	788.52
Employee Totals						970.00	Total YTD:	104.00	9,037.50		181.48	970.16						
Postl, Mandy	201-64-0085 PA	3	0-Regular Pay			700.00	0-Regular Pay	108.00	621.00	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	33.09 25.94 6.07 12.84 0.38	43.17 38.51 9.01 19.06 0.56				005119	NORMAL	548.98
Employee Totals						700.00	Total YTD:	108.00	621.00		151.02	43.17						
Fryberger, Melony	203-66-2332 PA	3	0-Regular Pay	5.75	72.75	418.31	0-Regular Pay	253.00	1,473.77	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	13.61 14.79 3.46 7.33 0.21	152.16 116.05 27.14 57.46 1.68				005120	NORMAL	339.99
Employee Totals						418.31	Total YTD:	253.00	1,473.77		78.32	152.16						
Hartman, Tera K.	185-66-2288 PA	3	0-Regular Pay	5.75	41.50	238.63	0-Regular Pay 1-Salary OverTime Pay	8.00	73.00	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	49.72 32.81 7.66 16.24 0.48	94.89 79.78 18.65 39.50 1.16				005121	NORMAL	199.17
Employee Totals						238.63	Total YTD:	8.00	73.00		39.48	94.89						
Harrol, Angela	189-64-1426 PA	3	0-Regular Pay	5.75	35.50	204.13	0-Regular Pay 1-Salary	167.25	961.69	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	12.31 13.96 3.27 6.91 0.20	85.08 88.54 16.03 33.94 0.99				005122	NORMAL	422.22
Employee Totals						204.13	Total YTD:	167.25	961.69		106.91	85.08						
McGary, Paul	164-72-1841 PA	3	0-Regular Pay	6.00	37.50	225.00	0-Regular Pay	184.25	1,105.50	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	38.64 55.73 43.40 10.14 21.48 0.63	458.97 439.45 102.77 217.62 6.41				005123	NORMAL	188.36
Employee Totals						225.00	Total YTD:	184.25	1,105.50		38.64	458.97						
Zimmerman, Billy Joe	165-64-2665 PA	3	0-Regular Pay			700.00	0-Regular Pay OverTime Pay	479.75	276.57	Federal W/H OASDI Medicare State W/H: PA PA: EE SUI	55.73 43.40 10.14 21.48 0.63	458.97 439.45 102.77 217.62 6.41				005123	NORMAL	568.61
Employee Totals						700.00	Total YTD:	509.25	7,087.92		131.38	458.97						

Employee Number and Employee Name		SSN No.	Federal Wb	FYRZ	Rates / Salary	Rate	Dept No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions				
Hire	Birth	Pay Freq	State Wb	FYRZ	& Raise Dates	Chg				Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wb	FYRZ												
142 Bennete, Robln R.																
06-01-2007		193-58-8379	Fed: Single	0	(2)	0	1									
		Bi-Weekly	PA: No Status		(3)	0										
Regular		None				650.00										
3 Maines, Beth A.																
20-2006		173-64-2552	Fed: Single	2	(2)	0										
		Bi-Weekly	PA: No Status		(3)	0										
Regular		None				970.00 (02-14-07)										
47 Esposit, Mandy																
11-20-2006		201-64-0065	Fed: Single	0	(2)	0	3									
		Bi-Weekly	PA: No Status		(3)	0										
Regular		None				700.00 (04-25-07)										
151 Harman, Tera K.																
04-17-2007		185-68-2298	Fed: Single	0	(2)	0	3									
		Bi-Weekly	PA: No Status		(3)	0										
Regular		None				0										
152 Harrol, Angela																
28-2007		199-64-1426	Fed: Single	0	(2)	0	3									
		Bi-Weekly	PA: No Status		(3)	0										
Regular		None				0										
145 Zimmerman, Billy Joe																
01-03-2007		165-64-2665	Fed: Single	1	(2)	0	3									
		Bi-Weekly	PA: No Status		(3)	0										
Regular		None				700.00 (05-20-07)										

Employee Name (State for)		Dept. No.	Description	Current Rate	Hours	Pay	Description	Year-to-Date Hours	Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	CL No. Type	Net Pay
Employee Totals																	
142	Bennett, Robin R.	1	0-Regular Pay	650.00	10.50	2,962.38	0-Regular Pay	10.50	2,962.38	Federal W/H OASDI Medicare State W/H: PA PA: EE SU	67.66 40.30 9.43 19.96 0.59	299.31 183.67 42.96 90.95 2.98				005124 NORMAL	511.97
Employee Totals																	
158	Enol, Rebecca L.	1	0-Regular Pay	650.00	10.50	680.00	0-Regular Pay	10.50	680.00	Federal W/H OASDI Medicare State W/H: PA PA: EE SU	67.66 40.30 9.43 19.96 0.59	67.85 40.30 9.43 19.96 0.59				005125 NORMAL	511.87
Employee Totals																	
5	Jines, Beth A.	1	0-Regular Pay	970.00		970.00	0-Regular Pay		11,550.00	Federal W/H OASDI Medicare State W/H: PA PA: EE SU	76.62 60.14 14.06 29.78 0.87	798.30 716.10 167.48 354.58 10.38				005126 NORMAL	788.53
Employee Totals																	
152	Harrol Angela	3	0-Regular Pay	650.00	167.25	1,611.69	0-Regular Pay	167.25	1,611.69	Federal W/H OASDI Medicare State W/H: PA PA: EE SU	67.85 40.28 9.44 19.96 0.58	162.74 120.07 28.09 59.46 1.75				005127 NORMAL	788.53
Employee Totals																	
136	Kunin, Christopher L.	3	0-Regular Pay	5.25	60.25	316.31	0-Regular Pay	3.00	3,217.78	Federal W/H OASDI Medicare State W/H: PA PA: EE SU	21.44 19.61 4.60 9.71 0.28	257.06 201.15 47.05 99.62 2.92				005128 NORMAL	260.67
Employee Totals																	
145	Zimmerman, Billy Joe	3	0-Regular Pay	700.00	479.75	7,511.35	0-Regular Pay	29.50	276.57	Federal W/H OASDI Medicare State W/H: PA PA: EE SU	55.73 43.40 10.15 21.49 0.63	514.70 482.85 112.92 239.11 7.04				005129 NORMAL	568.60
Employee Totals																	
Totals:																	
Totals:																	
Totals:																	

Employee Number and Employee Name		SSN No.	Federal Wh	State Wh	Local Wh	Ex/Std	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions		
Hire	Birth	Pay Freq.	DD	EIC	State Wh	(6)	Rate	Clg	No.	Hours	Hours	Amount	Amount	Description	Limit	Balance
142 Bennette, Robin R.																
06-01-2007		193-58-8379							1							
		Bi-Weekly					0									
		None					650.00									
158 Emel, Rebecca L.																
09-2007		180-68-9907							1							
		Bi-Weekly					0									
		None					700.00 (05-09-07)									
3 Moines, Beth A.																
11-20-2006		173-64-2552							1							
		Bi-Weekly					0									
		None					970.00 (02-14-07)									
152 Harrol, Angela																
04-28-2007		199-64-1426							3							
		Bi-Weekly					0									
		None					0									
136 Kumm, Christopher L.																
6-20-2007		205-58-5439							3							
		Bi-Weekly					0									
		None					0									
145 Zimmerman, Billy Joe																
01-03-2007		165-64-2665							3							
		Bi-Weekly					0									
		None					700.00 (06-20-07)									

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Employee Name (State For)		Dept. No.	Description	Current Rate	Hours	Pay	Description	Hours	Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	CK No.	Type	Net Pay
Bannette, Rodin R.		1	0-Regular Pay			650.00	0-Regular Pay	10.50	3,612.38	Federal WH OASDI Medicare PA: State WH PA: EE SUI	67.85 40.30 9.42 19.96 0.59	367.16 223.97 52.38 110.92 3.27				005130	NORMAL	
Employee Totals			Totals:			650.00	Total YTD:	10.50	3,612.38		138.12							511.88
Emel, Rebecca L.		1	0-Regular Pay			700.00	0-Regular Pay		1,360.00	Federal WH OASDI Medicare PA: State WH PA: EE SUI	75.35 43.40 10.15 21.49 0.63	143.20 83.70 19.58 41.45 1.22				005131	NORMAL	
Employee Totals			Totals:			700.00	Total YTD:		1,360.00		151.02							548.98
mes, Beth A.		1	0-Regular Pay			970.00	0-Regular Pay		12,520.00	Federal WH OASDI Medicare PA: State WH PA: EE SUI	76.62 60.14 14.07 29.78 0.87	874.92 776.24 181.55 384.36 11.25				005132	NORMAL	
Employee Totals			Totals:			970.00	Total YTD:		12,520.00		181.48							788.52
Harrol, Angela		3	0-Regular Pay			650.00	0-Regular Pay		167.25	Federal WH OASDI Medicare PA: State WH PA: EE SUI	67.85 40.30 9.42 19.96 0.59	230.58 160.37 37.51 79.42 2.34				005133	NORMAL	
Employee Totals			Totals:			650.00	Total YTD:	167.25	2,261.69		138.12							511.88
Kumm, Christopher L.		3	0-Regular Pay			266.00	0-Regular Pay		317.25	Federal WH OASDI Medicare PA: State WH PA: EE SUI	16.41 16.49 3.85 8.17 0.24	273.47 217.04 50.90 107.79 3.16				005134	NORMAL	
Employee Totals			Totals:			266.00	Total YTD:		3,610.41		45.16							220.94
Kuryan, Richard		3	0-Regular Pay			332.50	0-Regular Pay		50.00	Federal WH OASDI Medicare PA: State WH PA: EE SUI	23.06 20.62 4.82 10.21 0.30	23.06 20.62 4.82 10.21 0.30				005135	NORMAL	
Employee Totals			Totals:			332.50	Total YTD:	50.00	332.50		59.01							273.49
Zimmerman, Billy Joe		3	0-Regular Pay			700.00	0-Regular Pay		479.75	Federal WH OASDI Medicare PA: State WH PA: EE SUI	55.73 43.40 10.15 21.49 0.63	570.43 526.25 123.07 260.60 7.67				005136	NORMAL	
Employee Totals			Totals:			700.00	Total YTD:		509.25		131.40							568.60

Employee Number and Employee Name	SSN No.	Federal Wh	F/Fed	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Amount	Limit	Balance
Birth	Pay Freq.	State Wh	P/Fed	& Raise Dates	Chg	No.	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh	(R)	P/Fed									
142 Bennette, Robin R.														
06-01-2007	193-58-8379		Fed:	Single	0	(2)	0	0						
	Bi-Weekly		P.A.:	No Status		(3)	0	0						
Regular		None			650.00	0								
158 Emel, Rebecca L.														
09-20-2007	180-68-9907		Fed:	Single	0	(2)	0	0						
	Bi-Weekly		P.A.:	No Status		(3)	0	0						
Regular		None			700.00	(05-09-07)								
3 Maines, Beth A.														
11-20-2006	173-64-2552		Fed:	Single	2	(2)	0	0						
	Bi-Weekly		P.A.:	No Status		(3)	0	0						
Regular		None			970.00	(02-14-07)								
152 Harrol, Angela														
04-28-2007	199-64-1426		Fed:	Single	0	(2)	0	0						
	Bi-Weekly		P.A.:	No Status		(3)	0	0						
Regular		None			0									
136 Kumm, Christopher L.														
20-2007	205-58-5439		Fed:	Single	0	(2)	0	0						
	Bi-Weekly		P.A.:	No Status		(3)	0	0						
Regular		None			0									
168 Kuryan, Richard														
07-03-2007	308-06-3118		Fed:	Single	0	(2)	0	0						
	Bi-Weekly		P.A.:	No Status		(3)	0	0						
Regular		None			0									

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	F/EXI	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays Hours	Amount	Cd	Other Ded's Amount	Cd	Automatic Pays and Deductions			
Hire	Birth	Pay Freq.	State Wh	F/EXI												Description	Amount	Limit	Balance
Type	DD	EIC	State Wh	F/EXI															
145	Zimmerman, Billyce				(1)	0	4												
01-03-2007	155-64-2665		Fed: Single 1		(2)	0													
	Bi-Weekly		PA: No Status		(3)	0													
Reguldr:	None					700.00 (06-20-07)													

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Employee Name (State for)	SSN No.	UCI	Dept. No.	Pays			Taxes			Deductions & Memos			CL No.							
				Description	Rate	Hours	Description	Hours	Amount	Description	Amount	YTD Amount		Description	Current	YTD Amount	Type			
Bannette, Robin R.	193-58-8379	PA	1	0-Regular Pay	0.00	0.00	0-Regular Pay	10.50	4,262.38	Federal WH	67.95	435.01					005137	NORMAL		
				Fed: Single	0						OASDI	40.30	264.27							
Employee Totals				Totals:		0.00	650.00	10.50	4,262.38		138.13	700.00							511.87	
Malnes, Beth A.	173-64-2652	PA	1	0-Regular Pay	0.00	0.00	0-Regular Pay		13,490.00	Federal WH	76.62	951.54							005138	NORMAL
				Fed: Single	0						OASDI	60.14	836.38							
Employee Totals				Totals:		0.00	970.00		13,490.00		138.13	700.00								788.53
Jovan, Christine	315-92-4638	PA	1	0-Regular Pay	6.65	36.00	0-Regular Pay	145.50	868.13	Federal WH	13.08	42.59							005139	NORMAL
				Fed: Single	0						OASDI	14.43	53.82							
Employee Totals				Totals:		36.00	232.75	145.50	868.13		38.24	275.62								194.51
Harro, Angia	199-64-1426	PA	3	0-Regular Pay	6.65	26.00	0-Regular Pay	193.25	2,759.58	Federal WH	45.03	275.62							005140	NORMAL
				Fed: Single	0						OASDI	30.87	191.24							
Employee Totals				Totals:		26.00	497.90	193.25	3,084.93		98.66	296.03								399.04
Kumm, Christopher L.	205-58-5439	PA	3	0-Regular Pay	6.65	49.25	0-Regular Pay	366.50	3,811.29	Federal WH	22.56	286.03							005141	NORMAL
				Fed: Single	0						OASDI	20.32	237.95							
Employee Totals				Totals:		49.25	327.51	366.50	3,811.29		57.97	63.23								269.54
Kunyan, Richard	308-06-3118	PA	3	0-Regular Pay	6.65	70.00	0-Regular Pay	120.00	798.00	Federal WH	40.17	49.48							005142	NORMAL
				Fed: Single	0						OASDI	28.86	49.48							
Employee Totals				Totals:		70.00	465.50	120.00	798.00		90.49	0.72								375.01
Pesser, Tina M.	186-54-8443	PA	3	0-Regular Pay	6.00	36.50	0-Regular Pay	36.50	219.00	Federal WH	0.00	0.00							005143	NORMAL
				Fed: Married	0						OASDI	13.58	13.58							
Employee Totals				Totals:		36.50	219.00	36.50	219.00		22.68	0.20								195.32
Zimmerman, Billy Joe	165-64-2665	PA	3	0-Regular Pay	0.00	0.00	0-Regular Pay	479.75	8,911.35	Federal WH	55.73	626.16							005144	NORMAL
				Fed: Single	1						OASDI	43.40	589.65							
Employee Totals				Totals:		0.00	700.00	479.75	8,911.35		131.40	8.30								568.50

Employee Number and Employee Name				Federal Wh		Federal Wh		Rates / Salary		Rate		Dept		Regular		Overtime		Other Pays		Other Ded's		Automatic Pays and Deductions	
Hire	SSN No.	Federal Wh	Resident Wh	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Birth	Pay Freq.	State Wh	State Wh	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
Type	DD	EIC	State Wh	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)
142 Bennette, Robin R.																							
06-01-2007	193-58-8379	Fed:	Single	0	(2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Bi-Weekly	PA:	No Status	(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Regular	None					650.00	0																
3 Moines, Beth A.																							
1-20-2006	173-64-2552	Fed:	Single	2	(2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Bi-Weekly	PA:	No Status	(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Regular	None					970.00	0	02-14-07															
147 Runyon, Christine																							
01-08-2007	315-92-4638	Fed:	Single	0	(2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Bi-Weekly	PA:	No Status	(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Regular	None																						
152 Harrol, Angela																							
04-28-2007	199-64-1426	Fed:	Single	0	(2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Bi-Weekly	PA:	No Status	(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Regular	None					650.00	0	07-18-07															
136 Kumm, Christopher L.																							
20-2007	205-58-5439	Fed:	Single	0	(2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Bi-Weekly	PA:	No Status	(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Regular	None																						
168 Kunyon, Richard																							
07-03-2007	308-06-3118	Fed:	Single	0	(2)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Bi-Weekly	PA:	No Status	(3)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Regular	None																						

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* W = Work State * R = Resident State

Employee Number and Employee Name				Rates / Salary		Rate	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays	Other Ded's	Automatic Pays and Deductions		Balance
Birth	SSN No.	Federal Wh	FY/PT	State Wh	Rate	Rate					Amount	Amount	Description	Amount	Limit
Type	DB	EIC	FY/PT	State Wh	(a)	(b)									
169 Pesser, Tina M.				(1)	66500	0	3								
07-23-2007	186-54-8443	Fed: Married	0	(2)	0										
	Bi-Weekly	P.A.: No Status		(3)	0										
	Regular	None			0										
145 Zimmerman, Billy Joe				(1)	0		3								
03-2007	165-64-2665	Fed: Single	1	(2)	0										
	Bi-Weekly	P.A.: No Status		(3)	0										
	Regular	None			700.00 (06-20-07)										

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Employee Name (State for)		SSN No.	UCI	Dept. No	Pays			Taxes			Deductions & Memos			Ch. No.					
Emp. No.	Tax Status				Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type	
Employee Totals																			
					Totals:			650.00		10.50	4,912.38		138.12	1,028.16				511.88	
Employee Totals																			
Maines, Beth A.					0-Regular Pay			970.00			14,460.00		76.62	896.52				005145	NORMAL
3 Bi-Weekly					173-64-2652	PA	2						60.14	209.68					
					Totals:			970.00			14,460.00		181.48	1,299.00				788.52	
Employee Totals																			
Own, Janelle L.					0-Regular Pay	6.00	37.00	222.00		67.50	424.83		34.07	34.07				005147	NORMAL
-70 Bi-Weekly					169-70-2926	PA	0						28.34	28.34					
					Totals:			222.00		67.50	424.83		6.16	6.16				344.84	
Employee Totals																			
Kumun, Christopher L.					0-Regular Pay	6.65	59.25	394.01		425.75	4,205.30		28.45	325.48				005148	NORMAL
135 Bi-Weekly					205-58-5439	PA	0			3.00	26.63		24.42	262.38					
					Totals:			394.01		425.75	4,231.93		5.71	61.35				321.98	
Employee Totals																			
Kumyan, Richard					0-Regular Pay	6.65	58.50	389.03		178.50	1,187.03		28.71	91.94				005149	NORMAL
168 Bi-Weekly					308-06-3118	PA	0						24.12	73.60					
					Totals:			389.03		178.50	1,187.03		5.64	17.21				318.27	
Employee Totals																			
Pesser, Tina M.					0-Regular Pay	6.65	57.50	382.38		94.00	601.38		7.47	7.47				005150	NORMAL
169 Bi-Weekly					186-54-8443	PA	0						23.71	37.29					
					Totals:			382.38		94.00	601.38		5.54	8.72				333.58	
Employee Totals																			
Zimmerman, Billy Joe					0-Regular Pay			700.00		473.75	9,611.35		55.73	681.89				005151	NORMAL
145 Bi-Weekly					165-04-2665	PA	1			25.50	276.57		43.40	613.05					
					Totals:			700.00		473.75	9,611.35		10.15	143.37				568.60	

Employee Number and Employee Name		SSN No.	Federal Wh	Pay Freq.	State Wh	W	Pay Ext	Rates / Salary & Raise Dates	Rate Chg	Depr. No	Regular Hours	Overtime Hours	Cd	Other Pays Hours	Amount	Other Ded's Ctl	Amount	Automatic Pays and Deductions Description	Amount	Limit	Balance	
142	Bennette, Robin R.									1												
06-01-2007		193-58-8379	Fed: Single 0	Bi-Weekly	P.A: No Status		(3)															
	Regular			None				650.00														
3 Maines, Beth A.																						
11-20-2006		173-64-2552	Fed: Single 2	Bi-Weekly	P.A: No Status		(3)															
	Regular			None				970.00 (02-14-07)														
170 Brown, Janelle L.																						
07-27-2007		169-70-2926	Fed: Single 0	Bi-Weekly	P.A: No Status		(3)															
	Regular			None																		
136 Kumm, Christopher L.																						
06-20-2007		205-58-5439	Fed: Single 0	Bi-Weekly	P.A: No Status		(3)															
	Regular			None																		
145 Zimmerman, Billy Joe																						
03-2007		165-64-2665	Fed: Single 1	Bi-Weekly	P.A: No Status		(3)															
	Regular			None				700.00 (06-20-07)														

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Employee Name (State for)	SSN No.	UCI	Dept. No.	Pays				Taxes				Deductions & Menus			CK No. Type														
				Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current	YTD	Description		Current	YTD												
Barnette, Robin R.	193-58-8379	PA	1	0-Regular Pay	102.00	650.00	0-Regular Pay	112.50	5,562.38	Federal WH	67.86	570.71	OASDI	40.30	344.87	Medicare	9.43	80.66	PA: State WH	170.80	170.80	PA: EE SUI	5.04	5.04	005152	NORMAL	511.67		
Employee Totals				Totals:	102.00	650.00	Total YTD:	112.50	5,562.38	138.13																			
Mannes, Beth A.	173-64-2562	PA	1	0-Regular Pay		970.00	0-Regular Pay		15,430.00	Federal WH	76.62	1,104.78	OASDI	60.14	956.66	Medicare	14.06	223.74	PA: State WH	29.78	473.70	PA: EE SUI	0.87	13.86	005153	NORMAL	789.53		
Employee Totals				Totals:		970.00	Total YTD:		15,430.00	181.47																			
Tom, Janelle L.	169-70-2926	PA	3	0-Regular Pay	6.65	77.00	0-Regular Pay	144.50	936.88	Federal WH	47.15	81.22	OASDI	31.75	58.09	Medicare	7.42	13.58	PA: State WH	15.72	28.76	PA: EE SUI	0.46	0.84	005154	NORMAL	409.55		
Employee Totals				Totals:	6.65	77.00	Total YTD:	144.50	936.88	102.50																			
Kuam, Christopher L.	205-58-5439	PA	3	0-Regular Pay	6.65	62.00	0-Regular Pay	487.75	4,617.60	Federal WH	32.19	357.67	OASDI	25.56	287.94	Medicare	5.98	67.34	PA: State WH	12.68	142.60	PA: EE SUI	0.37	4.17	005155	NORMAL	568.54		
Employee Totals				Totals:	6.65	62.00	Total YTD:	487.75	4,617.60	76.76																			
Passer, Tina M.	186-54-8443	PA	3	0-Regular Pay	6.65	33.75	0-Regular Pay	127.75	825.82	Federal WH	0.00	7.47	OASDI	13.92	51.21	Medicare	3.25	11.97	PA: State WH	6.89	25.35	PA: EE SUI	0.20	0.74	005156	NORMAL	200.18		
Employee Totals				Totals:	6.65	33.75	Total YTD:	127.75	825.82	24.26																			
Vatta, Doniale	204-86-6154	PA	3	0-Regular Pay	6.65	71.75	0-Regular Pay	477.14	4,771.14	Federal WH	24.44	24.44	OASDI	29.58	29.58	Medicare	6.92	6.92	PA: State WH	14.65	14.65	PA: EE SUI	0.43	0.43	005157	NORMAL	401.12		
Employee Totals				Totals:	6.65	71.75	Total YTD:	477.14	4,771.14	76.02																			
Zimmerman, Billy Joe	165-64-2695	PA	3	0-Regular Pay	100.00	700.00	0-Regular Pay	579.75	10,311.35	Federal WH	56.73	737.62	OASDI	43.40	656.45	Medicare	10.15	153.52	PA: State WH	21.49	325.07	PA: EE SUI	0.63	9.56	005158	NORMAL	568.60		
Employee Totals				Totals:	100.00	700.00	Total YTD:	609.25	10,587.92	131.40																			

PAYROLL REGISTER

* W - Work State * R - Resident State

Employee Number	and Employee Name	SSN No.	Federal Wh.	State Wh.	City Wh.	Rate	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions	Limit	Balance
Birth	Pay Freq	DD	ETC	State Wh.	City Wh.	Rate	Rate	No.	Hours	Hours	Amount	Amount	Description	Amount	
Type	None					Chg	Chg								
142	Bennette, Robin R.							1							
06-01-2007	193-58-8379		Fed: Single	0		(2)	0								
	Bi-Weekly		P.A: No Status			(3)	0								
Regular	None						650.00								
3	Maines, Beth A.							1							
11-20-2006	173-64-2552		Fed: Single	2		(2)	0								
	Bi-Weekly		P.A: No Status			(3)	0								
Regular	None						970.00 (02-14-07)								
170	Brown, Janelle L.							3							
07-27-2007	169-70-2926		Fed: Single	0		(2)	0								
	Bi-Weekly		P.A: No Status			(3)	0								
Regular	None						0								
136	Kumm, Christopher L.							3							
06-20-2007	205-58-5439		Fed: Single	0		(2)	0								
	Bi-Weekly		P.A: No Status			(3)	0								
Regular	None						0								
171	Vattu, Danielle							3							
13-2007	204-66-6154		Fed: Single	1		(2)	0								
	Bi-Weekly		P.A: No Status			(3)	0								
Regular	None						0								
145	Zimmerman, Billy Joe							3							
01-03-2007	165-64-2665		Fed: Single	1		(2)	0								
	Bi-Weekly		P.A: No Status			(3)	0								
Regular	None						700.00 (06-20-07)								

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PAYROLL WORKSHEET

Employee Name (State: PA)		Dept. No.	Pay		Year-to-Date		Taxes		Deductions & Memos		Emp. No.			
Emp. No.	SSN No.	UCL	Description	Current Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	YTD Amount	Net Pay
142	Bennette, Robin R.	1	0-Regular Pay	650.00	112.50	6,212.38	Federal WH	67.85	638.56					NORMAL
	Bi-Weekly	PA	0-Regular Pay	193.58	8379	650.00	OASDI	40.30	385.17					
	PA	No Status	0-Regular Pay	193.58	8379	650.00	Medicare	9.42	90.08					
	PA	No Status	0-Regular Pay	193.58	8379	650.00	PA: State WH	19.96	190.76					
	PA	No Status	0-Regular Pay	193.58	8379	650.00	PA: EE SUI	0.59	5.63					
	Employee Totals		Totals:	650.00	112.50	6,212.38		138.12						514.88
3	Malines, Beth A.	1	0-Regular Pay	970.00	199.50	16,400.00	Federal WH	75.62	1,181.40					NORMAL
	Bi-Weekly	PA	0-Regular Pay	173.54	2552	970.00	OASDI	60.14	1,016.80					
	PA	No Status	0-Regular Pay	173.54	2552	970.00	Medicare	14.07	237.81					
	PA	No Status	0-Regular Pay	173.54	2552	970.00	PA: State WH	29.78	503.48					
	PA	No Status	0-Regular Pay	173.54	2552	970.00	PA: EE SUI	0.87	14.73					
	Employee Totals		Totals:	970.00	199.50	16,400.00		181.48						788.52
0	OWN, Janelle L.	3	0-Regular Pay	365.75	199.50	1,302.63	Federal WH	28.38	107.60					NORMAL
	Bi-Weekly	PA	0-Regular Pay	169.70	2926	365.75	OASDI	22.68	80.77					
	PA	No Status	0-Regular Pay	169.70	2926	365.75	Medicare	5.30	18.88					
	PA	No Status	0-Regular Pay	169.70	2926	365.75	PA: State WH	11.23	39.99					
	PA	No Status	0-Regular Pay	169.70	2926	365.75	PA: EE SUI	0.33	1.17					
	Employee Totals		Totals:	365.75	199.50	1,302.63		65.92						299.83
172	Kreeta, Vanessa	3	0-Regular Pay	6.00	27.50	165.00	Federal WH	6.31	6.31					NORMAL
	Bi-Weekly	PA	0-Regular Pay	038.58	1373	6.00	OASDI	10.23	10.23					
	PA	No Status	0-Regular Pay	038.58	1373	6.00	Medicare	2.39	2.39					
	PA	No Status	0-Regular Pay	038.58	1373	6.00	PA: State WH	5.07	5.07					
	PA	No Status	0-Regular Pay	038.58	1373	6.00	PA: EE SUI	0.15	0.15					
	Employee Totals		Totals:	6.00	27.50	165.00		24.15						140.85
136	Kurum, Christopher L.	3	0-Regular Pay	6.65	70.50	468.83	Federal WH	40.67	398.34					NORMAL
	Bi-Weekly	PA	0-Regular Pay	205.88	5439	6.65	OASDI	29.07	317.01					
	PA	No Status	0-Regular Pay	205.88	5439	6.65	Medicare	6.80	74.14					
	PA	No Status	0-Regular Pay	205.88	5439	6.65	PA: State WH	14.39	156.99					
	PA	No Status	0-Regular Pay	205.88	5439	6.65	PA: EE SUI	0.42	4.59					
	Employee Totals		Totals:	6.65	70.50	468.83		91.35						377.48
171	Vata, Danielle	3	0-Regular Pay	6.65	80.00	532.00	Federal WH	30.53	54.97					NORMAL
	Bi-Weekly	PA	0-Regular Pay	204.66	6154	6.65	OASDI	32.98	62.56					
	PA	No Status	0-Regular Pay	204.66	6154	6.65	Medicare	7.71	14.63					
	PA	No Status	0-Regular Pay	204.66	6154	6.65	PA: State WH	16.33	30.98					
	PA	No Status	0-Regular Pay	204.66	6154	6.65	PA: EE SUI	0.48	0.91					
	Employee Totals		Totals:	6.65	80.00	532.00		88.03						443.97
145	Zimmerman, Billy Joe	3	0-Regular Pay	700.00	579.75	11,011.35	Federal WH	55.73	793.35					NORMAL
	Bi-Weekly	PA	0-Regular Pay	185.64	2885	700.00	OASDI	43.40	699.85					
	PA	No Status	0-Regular Pay	185.64	2885	700.00	Medicare	10.15	163.67					
	PA	No Status	0-Regular Pay	185.64	2885	700.00	PA: State WH	21.49	346.56					
	PA	No Status	0-Regular Pay	185.64	2885	700.00	PA: EE SUI	0.63	10.19					
	Employee Totals		Totals:	700.00	609.25	11,287.92		131.40						588.60

Employee Number and Employee Name		SSN No.	Federal Yr.	Pay/Freq	Rates / Salary	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions		Balance
Birth	Pay/Freq	State Yr.	* (W)	Ex/Ext	& Raise Dates					Amount	Amount	Description	Amount	Limit
Type	DD	EIC	State Yr.	* (R)	Ex/Ext									
145 Zimmerman, Billy Joe					(1)	0	3							
01-03-2007	155-64-2665	Fed:	Single	1	(2)	0								
	Bi-Weekly	P.A.:	No Status		(3)	0								
Regular		None				700.00 (06-20-07)								

Pay Period Start: -- -- End: -- --
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PAYROLL WORKSHEET
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Employee Name (State for)	Emp. No.	SSN/No.	UCI	Tax Status	Dept. No.	Pays			Year-to-Date			Taxes			Deductions & Memos			Cr. No. Type			
						Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount		YTD Amount		
Bennett, Robin R.	142	193-58-8379	PA	No Status	1	O-Regular Pay	0.00	0.00	650.00	O-Regular Pay	112.50	6,862.38	Federal WH	67.86	705.41				005186		
						Fed: Single				Medicare	9.43	99.51	PA: State WH	19.96	210.72						NORMAL
						PA: No Status				PA: EE SUI	0.99	6.22									
Employee Totals						Totals:	0.00	0.00	650.00	Total YTD:	112.50	6,862.38		138.13				511.87			
Maines, Beth A.	3	173-64-2552	PA	No Status	1	O-Regular Pay	0.00	0.00	970.00	O-Regular Pay		17,370.00	Federal WH	76.62	1,258.02				005167		
						Fed: Single				Medicare	60.74	1,076.94	PA: State WH	14.06	251.87						NORMAL
						PA: No Status				PA: EE SUI	29.78	533.26		0.97	15.60						
Employee Totals						Totals:	0.00	0.00	970.00	Total YTD:		17,370.00		181.47				788.53			
Town, Janella L.	70	169-70-2926	PA	No Status	3	O-Regular Pay	6.65	19.00	126.36	O-Regular Pay	218.50	1,428.98	Federal WH	2.44	110.04				005188		
						Fed: Single				Medicare	7.82	88.59	PA: State WH	1.84	20.72						NORMAL
						PA: No Status				PA: EE SUI	3.88	43.87		0.11	1.28						
Employee Totals						Totals:	19.00	126.36	Total YTD:	218.50	1,428.98		16.09				110.28				
Kraetz, Vanessa	172	038-58-1373	PA	No Status	3	O-Regular Pay	6.00	70.00	420.00	O-Regular Pay	97.50	585.00	Federal WH	33.35	39.66				005169		
						Fed: Single				Medicare	26.04	36.27	PA: State WH	6.09	8.48						NORMAL
						PA: No Status				PA: EE SUI	12.89	17.96		0.38	0.53						
Employee Totals						Totals:	70.00	420.00	Total YTD:	97.50	585.00		78.75				341.25				
Kunn, Christopher L.	136	205-58-5439	PA	No Status	3	O-Regular Pay	6.65	61.00	405.65	O-Regular Pay	619.25	5,492.08	Federal WH	31.79	429.53				005170		
						Fed: Single				Medicare	25.15	342.16	PA: State WH	5.88	80.02						NORMAL
						PA: No Status				PA: EE SUI	12.45	169.44		0.37	4.96						
Employee Totals						Totals:	61.00	405.65	Total YTD:	622.25	5,518.71		75.04				330.61				
Vatta, Donelle	171	204-66-6154	PA	No Status	3	O-Regular Pay	6.65	76.50	508.73	O-Regular Pay	228.25	1,517.87	Federal WH	27.60	82.57				005171		
						Fed: Single				Medicare	31.55	94.11	PA: State WH	7.38	22.01						NORMAL
						PA: No Status				PA: EE SUI	15.62	48.60		0.46	1.37						
Employee Totals						Totals:	76.50	508.73	Total YTD:	228.25	1,517.87		82.61				426.12				
Zimmerman, Billy Joe	145	165-64-2865	PA	No Status	3	O-Regular Pay	7.00	80.00	560.00	O-Regular Pay	659.75	11,571.35	Federal WH	34.73	828.08				005172		
						Fed: Single				Medicare	8.12	171.79	PA: State WH	8.12	353.75						NORMAL
						PA: No Status				PA: EE SUI	0.90	10.69		0.90	10.69						
Employee Totals						Totals:	80.00	560.00	Total YTD:	689.25	11,847.92		96.26				464.74				

* W = Work State * R = Resident State

Employee Number and Employer Name				Rates / Salary & Raise Dates		Rate Chg.	Dept. No.	Regular Hours	Overtime Hours	Other Pays		Other Ded's		Automatic Pays and Deductions				
Birth Type	Pay Freq.	DD EIC	Federal Wh. State Wh. (OR)	Fed/Ext	Rate	Rate Chg.	Dept. No.	Regular Hours	Overtime Hours	Cd	Hours	Amount	Cd	Amount	Description	Amount	Limit	Balance
142 Bennett, Robin R.																		
06-01-2007	Bi-Weekly	None	Fed: Single 0	(2)	0		1											
	Bi-Weekly	None	PA: No Status	(3)	0													
	Regular	None			650.00	0												
3 Maine, Beth A.																		
11-20-2006	Bi-Weekly	None	Fed: Single 2	(2)	0													
	Bi-Weekly	None	PA: No Status	(3)	0													
	Regular	None			970.00 (02-14-07)	0												
170 Brown, Janelle L.																		
07-27-2007	Bi-Weekly	None	Fed: Single 0	(2)	0		3											
	Bi-Weekly	None	PA: No Status	(3)	0													
	Regular	None			0	0												
172 Krastar, Vanessa																		
09-04-2007	Bi-Weekly	None	Fed: Single 0	(2)	0													
	Bi-Weekly	None	PA: No Status	(3)	0													
	Regular	None			0	0												
136 Kumm, Christopher L.																		
5-20-2007	Bi-Weekly	None	Fed: Single 0	(2)	0		3											
	Bi-Weekly	None	PA: No Status	(3)	0													
	Regular	None			0	0												
171 Vatta, Danielle																		
08-13-2007	Bi-Weekly	None	Fed: Single 1	(2)	0													
	Bi-Weekly	None	PA: No Status	(3)	0													
	Regular	None			0	0												

Employee Number and Employee Name		Fed: (1)	State (2)	Fed: (3)	State (4)	Rates / Salary & Raise Dates	Rate Chg.	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Limit	Balance
SSN No.	Federal Wt.	FED: (1)	STATE (2)	FED: (3)	STATE (4)								Description	Amount	
Birth Type	Pay Freq.	State Wt. (A)	State Wt. (B)	PA: No Status											
145	Zimmerman, Billy Joe	(1)	7,000 (09-26-07)					3							
01-03-2007	165-64-2665	Fed: Single 1	(2)	0											
	Bi-Weekly	PA: No Status	(3)	0											
Regular	None														

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 PAYROLL WORKSHEET
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Employee Name (State for)	SSN No.	UCI	Dept. No.	Description	Pays		Year-to-Date	Amount	Description	Taxes		YTD	Deductions & Menos		YTD	CK No.
					Current	Hours				Current	Amount		Current	Amount		
Bennett, Robin R.	193-88-8379	PA	1	0-Regular Pay	660.00	112.50	7,512.38	Federal WH OASDI Medicare PA: State WH PA: EE SUI	67.85 40.30 9.42 19.96 0.59	774.26 465.77 108.98 230.68 6.81	005173	NORMAL	511.88			
Employee Totals																
Maines, Beth A.	173-64-2852	PA	1	0-Regular Pay	970.00	112.50	18,340.00	Federal WH OASDI Medicare PA: State WH PA: EE SUI	76.62 61.14 14.07 29.78 0.87	1,334.64 1,137.08 285.94 563.04 16.47	005174	NORMAL	788.52			
Employee Totals																
Jughery, Rosemary	179-88-3010	PA	3	0-Regular Pay	79.50	79.50	528.68	Federal WH OASDI Medicare PA: State WH PA: EE SUI	0.00 32.78 7.67 16.23 0.48	0.00 32.78 7.67 16.23 0.48	005175	NORMAL	471.52			
Employee Totals																
Kumra, Christopher L.	205-88-5439	PA	3	0-Regular Pay	482.13	691.75	5,974.21	Federal WH OASDI Medicare PA: State WH PA: EE SUI	42.67 28.89 6.99 14.80 0.43	472.20 372.05 87.01 184.24 5.39	005176	NORMAL	387.35			
Employee Totals																
Strong, Kyle	181-80-7370	PA	3	0-Regular Pay	45.50	45.50	302.58	Federal WH OASDI Medicare PA: State WH PA: EE SUI	20.07 18.76 4.39 9.29 0.27	20.07 18.76 4.39 9.29 0.27	005177	NORMAL	249.80			
Employee Totals																
Varta, Donielle	204-66-6154	PA	3	0-Regular Pay	665	308.25	2,049.87	Federal WH OASDI Medicare PA: State WH PA: EE SUI	30.53 32.98 7.71 16.33 0.48	113.10 127.09 29.72 62.93 1.85	005178	NORMAL	443.97			
Employee Totals																
Zimmerman, Billy Joe	165-64-2865	PA	3	0-Regular Pay	700	799.75	12,131.35	Federal WH OASDI Medicare PA: State WH PA: EE SUI	34.73 34.72 8.12 17.19 0.50	862.81 769.29 179.91 380.94 11.19	005179	NORMAL	464.74			
Employee Totals																

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	State Wh * (M)	State Wh * (R)	F/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays Hours	Amount	Cd	Other Ded's Amount	Cd	Automatic Pays and Deductions Description	Amount	Limit	Balance	
145	Zimmerman, Billy Joe						(1) 7,000 (09-26-07)		3													
01-03-2007	165-64-2665		Perd:	Single	1		(2) 0															
	Bi-Weekly		PA:	No Status			(3) 0															
Regular			None				(04-20-07)															

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PAYROLL WORKSHEET
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Employee Name (State for)		Emp. No.	SSN No.	UCI	Dept. No.	Pays			Year-to-Date			Taxes			Deductions & Memos			Ch. No.								
Pay Freq.	Tax Status				Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type								
Employee 1 Totals																										
142	Bi-Weekly	193-68-8379	PA	0	0-Regular Pay	650.00	112.50	8,162.38	Federal WH	67.85	842.11	OASDI	40.30	506.07	Medicare	9.43	118.36	PA: State WH	19.96	280.64	PA: EE SUI	0.59	7.40	005180	NORMAL	511.87
Employee 2 Totals																										
Maines, Beth A.																										
3	Bi-Weekly	173-64-2652	PA	2	0-Regular Pay	970.00	12.50	19,310.00	Federal WH	76.62	1,411.26	OASDI	60.14	1,197.22	Medicare	14.06	280.00	PA: State WH	29.78	592.82	PA: EE SUI	0.87	17.34	005181	NORMAL	788.53
Employee 3 Totals																										
O'Leary, Rosemary																										
174	Bi-Weekly	179-68-3010	PA	4	0-Regular Pay	740.00	153.50	1,046.68	Federal WH	0.00	0.00	OASDI	32.12	64.90	Medicare	7.51	15.18	PA: State WH	15.90	32.13	PA: EE SUI	0.47	0.96	005182	NORMAL	462.00
Employee 4 Totals																										
Kumm, Christopher L.																										
136	Bi-Weekly	205-58-5439	PA	0	0-Regular Pay	655	58.00	385.70	Federal WH	28.38	500.58	OASDI	23.91	395.96	Medicare	5.59	92.60	PA: State WH	11.84	196.08	PA: EE SUI	0.35	5.74	005183	NORMAL	316.63
Employee 5 Totals																										
Strong, Kyle																										
173	Bi-Weekly	181-60-7370	PA	0	0-Regular Pay	655	42.00	279.30	Federal WH	17.74	37.81	OASDI	17.32	36.08	Medicare	8.44	17.86	PA: State WH	8.57	17.86	PA: EE SUI	0.25	0.52	005184	NORMAL	231.37
Employee 6 Totals																										
Vatta, Danielle																										
171	Bi-Weekly	204-66-6154	PA	1	0-Regular Pay	655	70.50	469.83	Federal WH	23.61	136.71	OASDI	29.07	156.16	Medicare	6.80	36.52	PA: State WH	14.39	77.32	PA: EE SUI	0.42	2.27	005185	NORMAL	394.54
Employee 7 Totals																										
Zimmerman, Billy Joe																										
145	Bi-Weekly	165-64-2685	PA	1	0-Regular Pay	700	60.00	420.00	Federal WH	18.73	891.54	OASDI	26.04	795.33	Medicare	6.99	186.00	PA: State WH	12.89	393.83	PA: EE SUI	0.38	11.57	005186	NORMAL	355.87
Employee Totals																										
Totals:						60.00	420.00	420.00	0-Regular Pay	799.75	12,561.35	0-Regular Pay	29.50	276.57	OverTime Pay			Total YTD:	823.25	12,827.92						

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh.	Ex/Ex	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions				
Birth Type	Pay Freq.	State Wh.	(W) State Wh.	(R) State Wh.	Ex/Ex	Chg				Amount	Cd	Amount	Description	Amount	Limit	Balance
145 Zimmerman, Billy Joe					(1)	7,000 (09-26-07)	3									
01-03-2007	165-64-2665	Fed:	Single	1	(2)	0										
	Bi-Weekly	PA:	No Status		(3)	0										
Regular		None				(06-20-07)										

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Employee Name (State for)	SSN No	UCI	Dept. No	Pay			Year-to-Date			Taxes			Deductions & Memos			CK No.	Type	Net Pay				
				Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD	Description	Amount				YTD	Amount		
Barnette, Robin R.	193-58-4379	PA	1	0-Regular Pay		650.00	0-Regular Pay	112.50	8,812.38	Federal WH	67.85	909.36					005187	NORMAL	511.88			
Bi-Weekly	Fed: Single	PA								OASDI	40.30	546.37										
	PA	No Status								Medicare	9.42	127.78										
	PA	No Status								PA: State WH	19.95	270.80										
	PA	No Status								PA: EE SUI	0.59	7.99										
Employee Totals				Totals:		650.00	Total YTD:	112.50	8,812.38		138.12									511.88		
Maines, Beth A.	173-54-2552	PA	1	0-Regular Pay		970.00	0-Regular Pay		20,280.00	Federal WH	76.62	1,487.88								005188	NORMAL	788.52
Bi-Weekly	Fed: Single	PA								OASDI	60.14	1,257.36										
	PA	No Status								Medicare	14.07	294.07										
	PA	No Status								PA: State WH	29.78	622.80										
	PA	No Status								PA: EE SUI	0.87	18.21										
Employee Totals				Totals:		970.00	Total YTD:		20,280.00		181.48										788.52	
Jugherty, Rosemary	179-59-3010	PA	3	0-Regular Pay		7.00	0-Regular Pay		233.50	Federal WH	0.00	0.00								005189	NORMAL	499.48
Bi-Weekly	Fed: Single	PA								OASDI	34.71	99.61										
	PA	No Status								Medicare	8.12	23.30										
	PA	No Status								PA: State WH	17.15	49.32										
	PA	No Status								PA: EE SUI	0.50	1.45										
Employee Totals				Totals:		80.00	Total YTD:		233.50		60.52										499.48	
Kurum, Christopher L.	205-58-5439	PA	3	0-Regular Pay		6.65	0-Regular Pay		799.25	Federal WH	22.73	523.31								005190	NORMAL	270.85
Bi-Weekly	Fed: Single	PA								OASDI	20.42	416.38										
	PA	No Status								Medicare	4.77	97.37										
	PA	No Status								PA: State WH	10.11	206.19										
	PA	No Status								PA: EE SUI	0.30	6.04										
Employee Totals				Totals:		49.50	Total YTD:		802.25		58.33										270.85	
Strong, Kyle	181-60-7370	PA	3	0-Regular Pay		6.65	0-Regular Pay		135.50	Federal WH	21.73	59.54								005191	NORMAL	262.95
Bi-Weekly	Fed: Single	PA								OASDI	19.79	55.87										
	PA	No Status								Medicare	4.63	13.07										
	PA	No Status								PA: State WH	9.80	27.66										
	PA	No Status								PA: EE SUI	0.29	0.81										
Employee Totals				Totals:		48.00	Total YTD:		135.50		35.24										262.95	
Yatta, Donnie	204-58-6154	PA	3	0-Regular Pay		6.65	0-Regular Pay		458.75	Federal WH	30.53	167.24								005192	NORMAL	443.97
Bi-Weekly	Fed: Single	PA								OASDI	32.98	189.14										
	PA	No Status								Medicare	7.71	44.23										
	PA	No Status								PA: State WH	16.33	93.65										
	PA	No Status								PA: EE SUI	0.48	2.75										
Employee Totals				Totals:		80.00	Total YTD:		458.75		88.03										443.97	
Zimmerman, Billy Joe	165-54-2865	PA	3	0-Regular Pay		7.00	0-Regular Pay		859.75	Federal WH	18.73	900.27								005193	NORMAL	355.87
Bi-Weekly	Fed: Single	PA								OASDI	26.04	821.37										
	PA	No Status								Medicare	6.09	192.09										
	PA	No Status								PA: State WH	12.89	406.72										
	PA	No Status								PA: EE SUI	0.38	11.55										
Employee Totals				Totals:		60.00	Total YTD:		889.25		64.13										355.87	

Employee Number and Employee Name		SSN No.	Federal Wh	F/Ex/	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions				
Hire	Birth	Pay Freq	State Wh	F/Ex/	& Rate Dates	Ctg	No.	Hours	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DD	DD	State Wh	F/Ex/												
142 Bennette, Robin R.																
06-01-2007	193-58-8379		Fed: Single	0	(2)		1									
	Bi-Weekly		P.A.: No Status		(3)											
Regular		None			650.00											
3 Malnes, Beth A.																
1-20-2006	173-64-2552		Fed: Single	2	(2)											
	Bi-Weekly		P.A.: No Status		(3)											
Regular		None			970.00 (02-14-07)											
174 Daugherty, Rosemary																
03-14-2007	179-58-3010		Fed: Single	4	(2)		3									
	Bi-Weekly		P.A.: No Status		(3)											
Regular		None			7.0000 (10-24-07)											
136 Kumm, Christopher L.																
06-20-2007	205-58-5439		Fed: Single	0	(2)		3									
	Bi-Weekly		P.A.: No Status		(3)											
Regular		None			6.6500 (07-18-07)											
173 Strong, Kylie																
2-4-2007	181-60-7370		Fed: Single	0	(2)		3									
	Bi-Weekly		P.A.: No Status		(3)											
Regular		None			6.6500											
171 Yatta, Danielle																
08-13-2007	204-66-6154		Fed: Single	1	(2)		3									
	Bi-Weekly		P.A.: No Status		(3)											
Regular		None			6.6500 (07-18-07)											

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* W = Work State * R = Resident State

Employee Number and Employee Name		Federal Wh		Rates / Salary		Rate		Dept.		Regular		Overtime		Other Pays		Other Ded's		Automatic Pays and Deductions			
Hire	SSN No.	State Wh	Fed Wh	Exempt	Exempt	Rate	Chg	No.	Hours	Hours	Cd	Hours	Amount	Cd	Amount	Cd	Amount	Description	Amount	Limit	Balance
Birth	Pay Freq	State Wh	Fed Wh	Exempt	Exempt																
Type	DD	EIC	State Wh	Fed Wh	Exempt																
145 Zimmermann, Billy Joe																					
01-03-2007	165-64-2665		Fed:	Single	1	(1)	7.0000 (09-26-07)	3													
	Bi-Weekly		P.A.:	No Status		(2)	0														
Regular		None				(3)	0														
							(06-20-07)														

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Employee Name (State for)	Emp. No.	SSN No.	UCI	Dept. No.	Pays			Taxes			Deductions & Memos			CK No.					
					Description	Current Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount		YTD Amount	Description	Current Amount	YTD Amount	Type
Bennett, Robin R.	142	193-98-8379	PA	1	0-Regular Pay	650.00	112.50	9,462.38	Federal WH	67.85	977.81					005194	NORMAL		
					Bi-Weekly	PA	0		Medicare	9.43	137.21								
					PA	No Status	0		PA: State WH	19.96	290.56								
					PA	No Status	0		PA: EE SUI	0.59	8.58								
Employee Totals					Totals:	650.00	112.50	9,462.38	138.13									511.87	
Malnes, Beth A.	3	173-94-2552	PA	1	0-Regular Pay	970.00	233.50	21,250.00	Federal WH	76.62	1,564.50							005195	
					Bi-Weekly	PA	2		OASDI	60.14	1,317.50								
					PA	No Status	2		Medicare	14.06	308.13								
					PA	No Status	2		PA: State WH	29.78	652.38								
					PA	No Status	2		PA: EE SUI	0.87	19.08								
Employee Totals					Totals:	970.00	233.50	21,250.00	181.47										788.53
Jugherty, Rosemary	14	179-98-3010	PA	3	0-Regular Pay	500.00	233.50	2,106.68	Federal WH	0.00	0.00							005195	
					Bi-Weekly	PA	4		OASDI	31.00	130.61								
					PA	No Status	4		Medicare	7.25	30.55								
					PA	No Status	4		PA: State WH	15.35	64.67								
					PA	No Status	4		PA: EE SUI	0.45	1.90								
Employee Totals					Totals:	500.00	233.50	2,106.68	54.05										445.95
Kumm, Christopher L.	136	205-98-5439	PA	3	0-Regular Pay	655	856.75	7,071.47	Federal WH	28.05	551.36							005197	
					Bi-Weekly	PA	0		OASDI	23.70	440.08								
					PA	No Status	0		Medicare	5.55	102.92								
					PA	No Status	0		PA: State WH	11.74	217.93								
					PA	No Status	0		PA: EE SUI	0.34	6.38								
Employee Totals					Totals:	655	856.75	7,071.47	69.38										313.00
Runyan, Christine	147	315-92-4638	PA	3	0-Regular Pay	325.00	145.50	1,193.13	Federal WH	22.31	64.90							005198	
					Bi-Weekly	PA	0		OASDI	20.15	73.97								
					PA	No Status	0		Medicare	4.72	17.30								
					PA	No Status	0		PA: State WH	9.98	36.64								
					PA	No Status	0		PA: EE SUI	0.29	1.07								
Employee Totals					Totals:	325.00	145.50	1,193.13	57.45										257.55
Strong, Kyle	173	181-80-7370	PA	3	0-Regular Pay	655	173.00	1,150.46	Federal WH	14.75	74.29							005199	
					Bi-Weekly	PA	0		OASDI	15.46	71.33								
					PA	No Status	0		Medicare	3.62	16.69								
					PA	No Status	0		PA: State WH	7.66	35.32								
					PA	No Status	0		PA: EE SUI	0.22	1.03								
Employee Totals					Totals:	655	173.00	1,150.46	41.71										207.67
Vata, Danielle	171	204-66-6154	PA	3	0-Regular Pay	655	498.75	3,316.70	Federal WH	3.33	170.57							005203	
					Bi-Weekly	PA	1		OASDI	16.49	205.63								
					PA	No Status	1		Medicare	3.87	48.10								
					PA	No Status	1		PA: State WH	8.17	101.82								
					PA	No Status	1		PA: EE SUI	0.24	2.99								
Employee Totals					Totals:	655	498.75	3,316.70	32.10										233.90
Zimmerman, Billy Joe	145	185-64-2865	PA	3	0-Regular Pay	7.00	919.75	13,391.35	Federal WH	18.73	919.00							005201	
					Bi-Weekly	PA	1		OASDI	28.04	847.41								
					PA	No Status	1		Medicare	6.09	198.18								
					PA	No Status	1		PA: State WH	12.89	419.61								
					PA	No Status	1		PA: EE SUI	0.38	12.33								
Employee Totals					Totals:	7.00	919.75	13,391.35	64.13										355.87

Employee Number and Employee Name										Rates / Salary		Rate		Dept. No.		Regular Hours		Overtime Hours		Other Pays		Other Ded's		Automatic Pays and Deductions	
Hire	SSN No.	Federal Wh	Fy/Ex	Birth	Pay Freq.	State Wh *	(v)	Fy/Ex	Rates & Raise Dates	Rate	Dept. No.	Regular Hours	Overtime Hours	Cd	Hours	Amount	Cd	Amount	Cd	Description	Amount	Limit	Balance		
Type	DD	EIC	State Wh	(a)	R/D/E					CUE															
142 Bennette, Robin R.																									
06-01-2007	193-56-8379	Fed:	Single	0	(2)				0	0	1														
	Bi-Weekly		PA: No Status		(3)				0																
Regular		None							650.00																
3 Moines, Beth A.																									
1-20-2006	173-64-2552	Fed:	Single	2	(2)				0																
	Bi-Weekly		PA: No Status		(3)				0																
Regular		None							970.00 (02-14-07)																
174 Daugherty, Rosemary																									
03-14-2007	179-58-3010	Fed:	Single	4	(2)				0																
	Bi-Weekly		PA: No Status		(3)				0																
Regular		None							500.00 (11-21-07)																
136 Kumm, Christopher L																									
06-20-2007	205-58-5439	Fed:	Single	0	(2)				0																
	Bi-Weekly		PA: No Status		(3)				0																
Regular		None							0																
147 Runyon, Christine																									
08-2007	315-92-4638	Fed:	Single	0	(2)				0																
	Bi-Weekly		PA: No Status		(3)				0																
Regular		None							325.00 (11-20-07)																
173 Strong, Kyle																									
09-24-2007	181-60-7370	Fed:	Single	0	(2)				0																
	Bi-Weekly		PA: No Status		(3)				0																
Regular		None							0																

Employee Number and Employee Name		Federal Wn	Ex/Ext	Rates/ Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions		
Birth	SSN No.	State Wn	Ex/Ext	& Raise Dates	Chg	No.	Hours	Hours	Amount	Amount	Description	Limit	Balance
Type	DD	EIC	State Wn	Ex/Ext									
145	Zimmerman, Billy Joe			(1) 7.0000 (09-26-07)		3							
01-03-2007	165-64-2665	Fed: Single 1		(2) 0									
	B: Weekly	P.A: No Status		(3) 0									
Regular	None			(06-20-07)									

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Employee Name	(State for)	Dept. No.	Pays			Taxes			Deductions & Memos			Ch. No.												
			Current	Year-to-Date	Total YTD	Current	YTD	Current	YTD	Net Pay														
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Amount	Description	Amount	Description	Amount	Type											
Bennette, Robin R.	PA	1	0-Regular Pay		112.50	650.00	Federal WH	67.85	OASDI	40.30	Medicare	9.42	PA, State WH	19.96	PA, EE SUI	0.59	10,112.38	1,045.66	146.63	310.52	9.17	511.88	NORMAL	
Employee Totals			Totals:		112.50	650.00	Total YTD:	138.12		1,641.12							10,112.38				9.17	511.88		
Malines, Beth A.	PA	1	0-Regular Pay		233.50	970.00	Federal WH	75.62	OASDI	60.14	Medicare	14.07	PA, State WH	29.78	PA, EE SUI	0.87	22,220.00	1,641.12	1,377.64	322.20	682.18	19.96	788.52	NORMAL
Employee Totals			Totals:		233.50	970.00	Total YTD:	181.48		0.00							22,220.00						788.52	
Ughreny, Rosemary A.	PA	3	0-Regular Pay		3.00	432.25	Federal WH	35.18	OASDI	26.80	Medicare	6.27	PA, State WH	13.27	PA, EE SUI	0.39	2,606.68	586.54	466.88	109.19	231.20	6.77	445.95	NORMAL
Employee Totals			Totals:		3.00	432.25	Total YTD:	54.05		0.00							2,606.68						445.95	
Kurum, Christopher L.	PA	3	0-Regular Pay		145.50	650.00	Federal WH	67.85	OASDI	40.30	Medicare	9.43	PA, State WH	19.96	PA, EE SUI	0.59	1,843.13	132.75	114.27	26.73	56.60	1.66	350.34	NORMAL
Employee Totals			Totals:		145.50	650.00	Total YTD:	138.13		0.00							1,843.13						350.34	
Runyan, Christine	PA	3	0-Regular Pay		227.00	359.10	Federal WH	25.72	OASDI	22.26	Medicare	5.20	PA, State WH	11.02	PA, EE SUI	0.32	1,509.56	100.01	93.59	21.89	46.34	1.35	294.58	NORMAL
Employee Totals			Totals:		227.00	359.10	Total YTD:	64.52		0.00							1,509.56						294.58	
Strong, Kyle	PA	3	0-Regular Pay		227.00	359.10	Federal WH	25.72	OASDI	22.26	Medicare	5.20	PA, State WH	11.02	PA, EE SUI	0.32	1,509.56	100.01	93.59	21.89	46.34	1.35	294.58	NORMAL
Employee Totals			Totals:		227.00	359.10	Total YTD:	64.52		0.00							1,509.56						294.58	

Employee Number and Employee Name				Rates/Salary		Rate	Dept.	Regular	Overtime	Other Pays		Other Ded's		Automatic Pays and Deductions		Balance		
Hire	SSN No.	Federal Wh	FV/Ex	Rates/	Rate	Chg	No.	Hours	Hours	Gd	Hours	Amount	Gd	Amount	Description	Amount	Limit	Balance
Birth	Pay Freq.	State Wh	FV/Ex	& Rate Dates														
Type	DD	EG	State Wh	* (R)	FV/Ex													
142 Bennette, Robin R.				(1)	0		1											
06-01-2007	193-58-8379	Fed:	Single	0														
		Bi-Weekly	PA: No Status	(3)	0													
Regular		None			650.00													
3 Malnes, Beth A.				(1)	0		1											
20-2006	173-64-2552	Fed:	Single	2														
		Bi-Weekly	PA: No Status	(3)	0													
Regular		None			970.00 (02-14-07)													
174 Daugherty, Rosemary				(1)	0		3											
03-14-2007	179-58-3010	Fed:	Single	4														
		Bi-Weekly	PA: No Status	(3)	0													
Regular		None			500.00 (11-21-07)													
136 Kumm, Christopher L.				(1)	6,650.00 (07-18-07)		3											
06-20-2007	205-58-5439	Fed:	Single	0														
		Bi-Weekly	PA: No Status	(3)	0													
Regular		None			0													
147 Runyan, Christine				(1)	0		3											
08-2007	315-92-4638	Fed:	Single	0														
		Bi-Weekly	PA: No Status	(3)	0													
Regular		None			650.00 (12-05-07)													
173 Strong, Kyle				(1)	6,650.00		3											
09-24-2007	181-60-7370	Fed:	Single	0														
		Bi-Weekly	PA: No Status	(3)	0													
Regular		None			0													

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* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	State Wh	Pay Freq	DD	EIC	State Wh	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Balance			
			(W)	(R)					Chg				Amount	Amount	Description	Amount	Limit	Balance	
145 Zimmerman, Billyce										3									
01-03-2007	165-64-2665		Ped:	Single	1				(2)										
	Bi-Weekly		P.A.:	No Status					(3)										
Regular																			

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Employee Name (State for)		Dept No.	Pays		Year-to-Date		Taxes		Deductions & Memos		Clk No.						
Emp No	SSN No.	UCI	Description	Current Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type	Net Pay
142	193-58-8379	PA	1-Salary	6.65	40.00	266.00	1-Salary	152.50	10,378.36	Federal WH	59.00	1,104.66	OASDI	663.61	663.61	NORMAL	
				0.00		325.00			325.00	Medicare	6.57	155.20	PA: State WH	18.14	328.66		
									0.53	PA: EE SUI	0.53	9.70					
			Totals:		40.00	591.00	Total YTD:	152.50	10,703.36		122.98						468.12
3	173-64-2552	PA	0-Regular Pay			970.00	0-Regular Pay		23,190.00	Federal WH	76.62	1,717.74	OASDI	60.14	1,437.78	NORMAL	
										Medicare	14.06	336.26	PA: State WH	29.78	711.94		
										PA: EE SUI	0.97	20.82					
			Totals:			970.00	Total YTD:		23,190.00		181.47						788.53
3	179-58-3010	PA	0-Regular Pay			500.00	0-Regular Pay		3,106.68	Federal WH	0.00	0.00	OASDI	31.00	192.61	NORMAL	
										Medicare	7.25	45.05	PA: State WH	15.35	95.37		
										PA: EE SUI	0.45	2.80					
			Totals:			500.00	Total YTD:		3,106.68		54.05						445.95
136	205-88-5439	PA	0-Regular Pay	6.65	61.50	408.98	0-Regular Pay	983.25	7,912.70	Federal WH	31.69	618.23	OASDI	25.36	492.24	NORMAL	
								3.00	26.63	Medicare	5.93	115.12	PA: State WH	12.56	243.76		
										PA: EE SUI	0.37	7.14					
			Totals:		61.50	408.98	Total YTD:	986.25	7,939.33		75.91						333.07
147	315-97-4638	PA	0-Regular Pay			650.00	0-Regular Pay	145.50	2,493.13	Federal WH	67.85	200.60	OASDI	40.30	154.57	NORMAL	
										Medicare	9.43	36.16	PA: State WH	19.95	76.56		
										PA: EE SUI	0.59	2.25					
			Totals:			650.00	Total YTD:	145.50	2,493.13		138.13						611.87
173	181-60-7370	PA	0-Regular Pay	6.65	72.25	480.46	0-Regular Pay	295.25	1,990.02	Federal WH	42.42	142.43	OASDI	29.79	123.38	NORMAL	
										Medicare	6.97	28.86	PA: State WH	14.75	61.09		
										PA: EE SUI	0.43	1.78					
			Totals:		72.25	480.46	Total YTD:	295.25	1,990.02		94.36						386.10
145	165-64-2665	PA	0-Regular Pay	7.00	25.00	175.00	0-Regular Pay	944.75	13,556.35	Federal WH	0.00	919.00	OASDI	10.65	856.26	NORMAL	
								29.50	276.57	Medicare	2.94	200.72	PA: State WH	5.37	424.96		
										PA: EE SUI	0.16	12.48					
			Totals:		25.00	175.00	Total YTD:	974.25	13,842.92		18.92						156.08

Employee Number and Employee Name		SSN No.	Federal Yr.	State Yr.	State Wh.	Rate	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Birth	Pay Freq.	State Wh.	Fed/1	State Wh.	Rate	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd.	Amount	Cd.	Amount	Description	Limit	Balance
Type	DD	EIC	State Wh.	Rate	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd.	Amount	Cd.	Amount	Description	Limit	Balance	
142 Bennette, Robin R.																
06-01-2007	193-58-8379		Fed: Single	0	(2)	6,6500 (12-10-07)		1								
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				0										
3 Maines, Beth A.																
11-20-2006	173-64-2552		Fed: Single	2	(2)	0										
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				970.00 (02-14-07)										
174 Daugherty, Rosemary																
09-14-2007	179-58-3010		Fed: Single	4	(2)	0		3								
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				500.00 (11-21-07)										
136 Kumm, Christopher L.																
06-20-2007	205-58-5439		Fed: Single	0	(2)	6,6500 (07-18-07)		3								
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				0										
147 Runyan, Christine																
08-20-2007	315-92-4638		Fed: Single	0	(2)	0		3								
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				650.00 (12-05-07)										
173 Strong, Kyle																
09-24-2007	181-60-7370		Fed: Single	0	(2)	6,6500		3								
	Bi-Weekly		PA: No Status		(3)	0										
Regular		None				0										

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	Pay/Freq	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Birth	Pay Freq.	State Wh	* (W)	Pay/Freq	& Raise Dates	Chg				Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh	* (R)	Pay/Freq										
145 Zimmerman, Billy Joe					(1) 7,000 (09-26-07)		3								
01-03-2007	165-64-2665		Fed:	Single	1				(2)						
	Bi-Weekly		P.A.:	No Status					(3)						
Regular		None				(06-26-07)									

Pay Period Start:	--	--	End:	--	--	Check Date:	--	--	Last Check Date:	12-21-2007
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Employee Name	(State for)	Dept	Pays	Year-to-Date	Taxes	Deductions & Memos	Cl. No.								
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Amount	YTD	Description	Current	YTD	Amount	YTD	Type
Pay Freq.	Tax Status	No.													Net Pay
Bennette, Robin R.	142	1	O-Regular Pay	6.65	80.00	532.00	Federal WH	49.80	49.80						NORMAL
Bi-Weekly	193-58-8379						OASDI	32.98	32.98						
	PA No Status						Medicare	7.71	7.71						
							PA State WH	16.33	16.33						
							PA EE SU	0.32	0.32						
Employee Totals			Totals:		80.00	532.00		107.14							424.86
Maines, Beth A.	3	1	O-Regular Pay			970.00	Federal WH	75.12	75.12						NORMAL
Bi-Weekly	173-84-2552						OASDI	60.14	60.14						
	PA No Status						Medicare	14.07	14.07						
							PA State WH	29.78	29.78						
							PA EE SU	0.58	0.58						
Employee Totals			Totals:			970.00		179.89							790.31
Jugerty, Rosemary	4	3	O-Regular Pay	7.00	27.50	192.50	Federal WH	0.00	0.00						NORMAL
Bi-Weekly	173-58-3010		O-Regular Pay			192.50	OASDI	33.60	33.60						
	PA No Status		Overtime Pay	14.1982	7.00	99.39	Medicare	7.86	7.86						
							PA State WH	16.84	16.84						
							PA EE SU	0.33	0.33						
Employee Totals			Totals:		34.50	541.89		58.43							483.46
Kumm, Christopher L.	136	3	O-Regular Pay	6.85	63.50	422.28	Federal WH	50.21	50.21						NORMAL
Bi-Weekly	205-58-5439		Overtime Pay	10.226	11.00	112.48	OASDI	33.16	33.16						
	PA No Status						Medicare	7.75	7.75						
							PA State WH	16.42	16.42						
							PA EE SU	0.32	0.32						
Employee Totals			Totals:		74.50	534.76		107.86							426.90
Runyan, Christine	147	3	O-Regular Pay			650.00	Federal WH	67.50	67.50						NORMAL
Bi-Weekly	315-92-4638						OASDI	40.30	40.30						
	PA No Status						Medicare	9.43	9.43						
							PA State WH	19.96	19.96						
							PA EE SU	0.39	0.39						
Employee Totals			Totals:			650.00		137.58							512.42
Strong, Kylie	173	3	O-Regular Pay	6.65	25.00	166.25	Federal WH	6.43	6.43						NORMAL
Bi-Weekly	181-60-7370						OASDI	10.31	10.31						
	PA No Status						Medicare	2.41	2.41						
							PA State WH	5.10	5.10						
							PA EE SU	0.10	0.10						
Employee Totals			Totals:		25.00	166.25		24.35							141.90
Zimmerman, Billy Joe	145	3	O-Regular Pay	7.00	60.00	420.00	Federal WH	18.35	18.35						NORMAL
Bi-Weekly	165-64-2665						OASDI	26.04	26.04						
	PA No Status						Medicare	6.09	6.09						
							PA State WH	12.89	12.89						
							PA EE SU	0.25	0.25						
Employee Totals			Totals:		60.00	420.00		63.62							356.38

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	Ex/Pr	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Birth Type	Pay Freq.	State Wh	(W)	Ex/Pr	& Raise Dates	Chg				Amount	Amount	Description	Amount	Limit	Balance
145 Zimmerman, Billyce					(1) 7.0000 (09-24-07)		3								
01-03-2007	165-44-2665	Ped:	Single	1	(2) 0										
	Bi-Weekly	P.A.:	No Status		(3) 0										
Regular	None					(06-20-07)									

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PAYROLL WORKSHEET			
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Employee Name (State for)	Emp. No.	SSN No.	UCI	Dept. No.	Pays				Taxes			Deductions & Memos			CL No.	
					Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current	YTD		YTD
Curn, Heather L.	126	176-66-381	PA	1	Q-Regular Pay	6.25	48.50	309.38	Q-Regular Pay	48.50	309.38	Federal W/H	8.05	8.05		005000
Employee Totals					Totals:		48.50	309.38	Total YTD:	48.50	309.38					267.88
Dowell, Joel	139	176-80-2093	PA	1	Q-Regular Pay	7.00	28.25	197.75	Q-Regular Pay	28.25	197.75	Federal W/H	0.00	0.00		005001
Employee Totals					Totals:		28.25	197.75	Total YTD:	28.25	197.75					176.37
Lutrick, Vicki J.	115	083-58-3912	PA	1	Q-Regular Pay	6.25	59.75	373.44	Q-Regular Pay	59.75	373.44	Federal W/H	0.00	0.00		005002
Employee Totals					Totals:		59.75	373.44	Total YTD:	59.75	373.44					333.08
Mills, Beth L.	160	185-66-3137	PA	1	Q-Regular Pay	5.75	73.50	422.63	Q-Regular Pay	73.50	422.63	Federal W/H	38.97	38.97		005003
Employee Totals					Totals:		73.50	422.63	Total YTD:	73.50	422.63					337.98
Curtis, Martha	77	547-86-4828	PA	3	Q-Regular Pay	8.00	80.00	640.00	Q-Regular Pay	80.00	640.00	Federal W/H	33.23	33.23		005004
Employee Totals					Totals:		80.00	640.00	Total YTD:	80.00	640.00					537.58
Houtreker Sr, Randy L.	93	289-56-8762	PA	3	Q-Regular Pay	6.50	6.00	39.00	Q-Regular Pay	6.00	39.00	Federal W/H	0.00	0.00		005005
Employee Totals					Totals:		6.00	39.00	Total YTD:	6.00	39.00					34.77
Jasturek, Darlene M.	55	179-50-2809	PA	3	Q-Regular Pay	8.15	34.75	283.21	Q-Regular Pay	34.75	283.21	Federal W/H	18.13	18.13		005006
Employee Totals					Totals:		34.75	283.21	Total YTD:	34.75	283.21					234.47
Oyer, Cindy	95	186-54-6190	PA	3	Q-Regular Pay			1,090.00	Q-Regular Pay		1,090.00	Federal W/H	88.69	88.69		005007
Employee Totals					Totals:			1,090.00	Total YTD:		1,090.00					883.48

Employee Name (State for)		Dept. No.	Pays		Year-to-Date		Taxes		Deductions & Memos		CL No.	
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	Type
59	169-58-6156	PA	0-Regular Pay	7.25	70.25	509.31	0-Regular Pay	70.25	509.31	Federal W/H	46.97	1005008
	EL-Weekly	PA								OASDI	31.58	
		PA								Medicare	7.38	
		PA								State W/H-PA	15.64	
										PA, EE, SU	0.46	
Employee Totals			Totals:		70.25	509.31	Total YTD:	70.25	509.31			407.28
											Net Pay	

Pay Period: BI-Weekly 11/04/08 - 11/7/08
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* W = Work State * R = Resident State

Employee Number and Employee Name		Fed: Wh	Fed: Ex	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hire	SSN No.	Federal Wh	Fed: Ex	Rates / Salary	Rate	Dept	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Birth	Pay Fed	State Wh	Fed: Ex	Rates / Salary	Rate	Dept	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh	Rates / Salary	Rate	Dept	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
55 Jashurek, Darlene M.														
11-20-2006	179-50-2909	Fed: Single	0	(2)	81500	0	(2)	0						
	Bi-Weekly	PA: No Status		(3)										
Regular	None													
95 Oylar, Cindy														
11-20-2006	186-54-6190	Fed: Married	0	(2)			(2)	0						
	Bi-Weekly	PA: No Status		(3)										
Regular	None				1,090.00									
59 Pugel, Kyle														
11-20-2006	169-58-6156	Fed: Single	0	(2)	72500	0	(2)	0						
	Bi-Weekly	PA: No Status		(3)										
Regular	None													
53 Wolff, Jennifer A.														
11-20-2006	194-64-4443	Fed: Single	1	(2)	70000	0	(2)	0						
	Bi-Weekly	PA: No Status		(3)										
Regular	None													

Pay Period Start: -- -- -- -- End: -- -- -- --
 Check Date: -- -- -- -- Last Check Date: 11-24-2006
 Co. No: 1412 PA 3 State Corporation
PAYROLL WORKSHEET
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Employee Name	(State for)	Dept. No.	Pays			Taxes			Deductions & Memos			Ck. No. Type			
			Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount		YTD Amount		
Crum, Heather L.	PA	1	0-Regular Pay	6.25	56.00	350.00	0-Regular Pay	105.50	659.38	Federal W/H	12.12	20.17	40.88	005009	NORMAL
Bi-Weekly	PA									Medicare	5.07	9.56	20.25		
	PA									State W/H: PA	10.75	20.25	0.50		
	PA									PA: EE SUI	0.32	0.50			
Employee Totals			Totals:		56.00	350.00	Total YTD:	105.50	659.38		49.96			300.04	
Dowell, Joel	PA	1	0-Regular Pay	7.00	22.50	157.50	0-Regular Pay	50.75	355.25	Federal W/H	0.00	0.00	0.00	005010	NORMAL
Bi-Weekly	PA									Medicare	9.77	22.03	5.15		
	PA									State W/H: PA	4.84	10.91	0.32		
	PA									PA: EE SUI	0.14	0.32			
Employee Totals			Totals:		22.50	157.50	Total YTD:	50.75	355.25		17.03			140.47	
Irlick, Vicki J.	PA	1	0-Regular Pay	6.25	49.50	309.38	0-Regular Pay	109.25	682.82	Federal W/H	0.00	0.00	0.00	005011	NORMAL
Bi-Weekly	PA									Medicare	19.18	42.33	9.50		
	PA									State W/H: PA	9.50	20.96	0.62		
	PA									PA: EE SUI	0.28	0.62			
Employee Totals			Totals:		49.50	309.38	Total YTD:	109.25	682.82		33.45			275.93	
Mills, Beth L.	PA	1	0-Regular Pay	5.75	41.75	240.06	0-Regular Pay	115.25	662.89	Federal W/H	18.81	57.78	41.09	005012	NORMAL
Bi-Weekly	PA									Medicare	14.89	36.21	9.61		
	PA									State W/H: PA	3.48	7.37	20.34		
	PA									PA: EE SUI	0.22	0.60			
Employee Totals			Totals:		41.75	240.06	Total YTD:	115.25	662.89		44.77			195.29	
Curtis, Martha	PA	3	0-Regular Pay	8.00	73.00	584.00	0-Regular Pay	153.00	1,224.00	Federal W/H	27.63	60.66	75.89	005013	NORMAL
Bi-Weekly	PA									Medicare	36.21	8.47	17.75		
	PA									State W/H: PA	8.47	17.93	1.11		
	PA									PA: EE SUI	0.53	1.11			
Employee Totals			Totals:		73.00	584.00	Total YTD:	153.00	1,224.00		90.77			493.23	
Jashurek, Darlene M.	PA	3	0-Regular Pay	8.15	35.50	289.33	0-Regular Pay	70.25	572.54	Federal W/H	18.74	36.87	35.50	005014	NORMAL
Bi-Weekly	PA									Medicare	17.94	8.30	17.57		
	PA									State W/H: PA	4.19	8.89	0.51		
	PA									PA: EE SUI	0.26	0.51			
Employee Totals			Totals:		35.50	289.33	Total YTD:	70.25	572.54		50.01			239.32	
Oyler, Cindy	PA	3	0-Regular Pay			1,090.00	0-Regular Pay		2,180.00	Federal W/H	88.69	177.38	135.16	005015	NORMAL
Bi-Weekly	PA									Medicare	67.58	15.80	33.46		
	PA									State W/H: PA	15.80	33.46	0.98		
	PA									PA: EE SUI	0.98	1.96			
Employee Totals			Totals:			1,090.00	Total YTD:		2,180.00		206.51			883.49	
Paget, Kyle	PA	3	0-Regular Pay	7.25	57.75	418.69	0-Regular Pay	128.00	928.00	Federal W/H	33.38	80.35	57.54	005015	NORMAL
Bi-Weekly	PA									Medicare	25.96	6.08	12.85		
	PA									State W/H: PA	6.08	12.85	0.39		
	PA									PA: EE SUI	0.39	0.84			
Employee Totals			Totals:		57.75	418.69	Total YTD:	128.00	928.00		78.65			340.04	

Employee Name (State for)		Pays				Taxes				Deductions & Memos			CK No.				
Emp. No.	SSN No.	UCL	Dept. No.	Current Description	Current Rate	Current Hours	Current Pay	Year-to-Date Description	Year-to-Date Hours	Year-to-Date Amount	Tax Description	Current Amount	YTD Amount	Deduction Description	Current Amount	YTD Amount	Type Net Pay
53	19464443	PA	3	0-Regular Pay	7.25	58.00	420.50	0-Regular Pay	58.00	420.50	Federal WH	19.17	19.17				005017
											OASDI	26.07	26.07				NORMAL
											Medicare	6.10	6.10				
											State WH: PA	12.91	12.91				
											PA: EE SUI	0.38	0.38				
Employee Totals				Totals:		58.00	420.50	Total YTD:	58.00	420.50		64.63					355.87

Pay Period: Bi-Weekly 1/1/06 - 1/15/06
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Employee Number and Employee Name		SSN No.	Federal Wh	State Wh	Local Wh	Foreign Wh	Exempt	Rates Salary & Raise Dates	Rate	Dept. No.	Regular Hours	Overtime Hours	Cd	Hours	Amount	Cd	Amount	Description	Amount	Limit	Balance
126	Cum, Heather L.							(1) 62500	0	1											
11-20-2006	176-66-3861		Fed: Single 1					(2)	0												
	Bi-Weekly		P.A.: No Status					(3)	0												
Regular	None								0												
139	Dowell, Jodi							(1) 7,0000	0	1											
11-20-2006	176-60-2093		Fed: Married 2					(2)	0												
	Bi-Weekly		P.A.: No Status					(3)	0												
Regular	None								0												
115	Herrick, Vicki J.							(1) 62500	0	1											
11-20-2006	083-58-3912		Fed: Exempt					(2)	0												
	Bi-Weekly		P.A.: No Status					(3)	0												
Regular	None								0												
160	Mills, Beth L.							(1) 5,7500	0	1											
10-20-2006	185-66-3137		Fed: Single 0					500 (2)	0												
	Bi-Weekly		P.A.: No Status					(3)	0												
Regular	None								0												
77	Curtis, Martha							(1) 8,0000	0	3											
10-20-2006	547-86-4828		Fed: Married 0					(2)	0												
	Bi-Weekly		P.A.: No Status					(3)	0												
Regular	None								0												
55	Jashurek, Darlene M.							(1) 8,1500	0	3											
11-20-2006	179-50-2909		Fed: Single 0					(2)	0												
	Bi-Weekly		P.A.: No Status					(3)	0												
Regular	None								0												

Pay Period Start: -- -- End: -- --
 Co. No: 1412 PA 3 Side Corporation
 Check Date: -- -- Last Check Date: 12-08-2006
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Employee Number and Employee Name		SSN No.	Federal Wh	PA/Ext	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions		
Birth Type	Pay Freq.	State Wh	PA/Ext	Rate	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Description	Amount	Limit	Balance
DD	DD	State Wh	PA/Ext	Rate	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Description	Amount	Limit	Balance
95 Oylar, Cindy														
11-20-2006	186-54-6190	Fed: Married	0	(1)	0	3								
	Bi-Weekly	PA: No Status		(2)	0									
Regular	None			(3)	0									
59 Paget, Kyle														
11-20-2006	169-58-6156	Fed: Single	0	(1)	72500	3								
	Bi-Weekly	PA: No Status		(2)	0									
Regular	None			(3)	0									
53 Wolff, Jennifer A.														
11-20-2006	194-64-4443	Fed: Single	1	(1)	72500 (12-06-06)	3								
	Bi-Weekly	PA: No Status		(2)	0									
Regular	None			(3)	0									

Pay Period Start: -- -- End: -- --
 Co. No: 1412 PA: 3 State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- Last Check Date: 12-08-2006
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* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	State Wh	State Wh	State Wh	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pys	Other Ded's	Automatic Pys and Deductions						
Hire	Birth	Pay Freq.	DD	ETC	State Wh	State Wh	State Wh	Chg	No.	Hours	Hours	Cd	Amount	Cd	Amount	Description	Amount	Limit	Balance	
59 Paget, Kyle																				
11-20-2006		169-58-6156			Fed: Single	0	(1) 72500	0	3											
		Bi-Weekly			P.A: No Status	0	(2) 0	0												
		Regular			None	0	(3) 0	0												
53 Wolff, Jennifer A.																				
11-20-2006		194-64-4443			Fed: Single	1	(1) 72500 (12-06-06)		3											
		Bi-Weekly			P.A: No Status	0	(2) 0	0												
		Regular			None	0	(3) 0	0												

Pay Period Start: -- -- End: -- --
 Co. No: 1412 PA 3 State Corporation
 Check Date: -- --
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Employee Name (State for)	Emp. No.	SSN No.	UCI	Dept. No.	Pays				Taxes				Deductions & Memos				Ck. No.						
					Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD	Description	Amount		YTD	Type				
Cum, Heather L		176-65-3861	PA	1	0-Regular Pay	6.25	57.50	359.38	0-Regular Pay	163.00	1,018.76	Federal W/H	13.05	33.22	63.16					005018	NORMAL		
		Fed: Single	1									Medicare	5.21	14.77	31.28								
		PA No Status										State W/H: PA	11.03	0.92	0.92								
		PA										PA: EE SU	0.32										
		Employee Totals			Totals:		57.50	359.38	Total YTD:	163.00	1,018.76		51.89									307.49	
Dowell, Jodi		176-60-2093	PA	1	0-Regular Pay	7.00	27.25	190.75	0-Regular Pay	78.00	546.00	Federal W/H	0.00	0.00									
		Fed: Married	2									OASDI	11.82	33.85									
		PA No Status										Medicare	2.77	7.92									
		PA										State W/H: PA	5.85	16.77									
		Employee Totals			Totals:		27.25	190.75	Total YTD:	78.00	546.00		20.62										170.13
Wick, Vicki J		083-55-3912	PA	1	0-Regular Pay	6.25	44.00	275.00	0-Regular Pay	153.25	957.82	Federal W/H	0.00	0.00									
		Fed: Exempt										OASDI	17.05	59.38									
		PA No Status										Medicare	3.99	13.89									
		PA										State W/H: PA	8.44	29.40									
		Employee Totals			Totals:		44.00	275.00	Total YTD:	153.25	957.82		29.73										245.27
Curtis, Martha		547-88-4828	PA	3	0-Regular Pay	8.00	77.50	620.00	0-Regular Pay	230.50	1,844.00	Federal W/H	31.23	92.09									
		Fed: Married	0									OASDI	38.44	114.33									
		PA No Status										Medicare	8.99	26.74									
		PA										State W/H: PA	19.03	56.61									
		Employee Totals			Totals:		77.50	620.00	Total YTD:	230.50	1,844.00		98.25										521.75
Jashurek, Darlene M		179-50-2909	PA	3	0-Regular Pay	8.15	32.50	264.88	0-Regular Pay	102.75	837.42	Federal W/H	16.30	53.17									
		Fed: Single	0									OASDI	16.42	51.92									
		PA No Status										Medicare	3.84	12.14									
		PA										State W/H: PA	8.13	25.70									
		Employee Totals			Totals:		32.50	264.88	Total YTD:	102.75	837.42		44.33										219.95
Olyer, Cindy		186-54-6190	PA	3	0-Regular Pay			1,090.00	0-Regular Pay		3,270.00	Federal W/H	88.69	266.07									
		Fed: Married	0									OASDI	67.88	202.74									
		PA No Status										Medicare	15.81	47.42									
		PA										State W/H: PA	33.46	100.38									
		Employee Totals			Totals:			1,090.00	Total YTD:		3,270.00		206.52										883.48
Paget, Kyle		169-88-6156	PA	3	0-Regular Pay	7.25	71.75	520.19	0-Regular Pay	199.75	1,448.19	Federal W/H	48.61	128.96									
		Fed: Single	0									OASDI	32.25	89.79									
		PA No Status										Medicare	7.54	21.00									
		PA										State W/H: PA	15.97	44.46									
		Employee Totals			Totals:		71.75	520.19	Total YTD:	199.75	1,448.19		104.84										415.35
Wolff, Jennifer A		104-64-4443	PA	3	0-Regular Pay	7.25	66.50	482.13	0-Regular Pay	124.50	902.63	Federal W/H	25.33	44.50									
		Fed: Single	1									OASDI	29.89	55.96									
		PA No Status										Medicare	6.99	13.09									
		PA										State W/H: PA	14.80	27.71									
		Employee Totals			Totals:		66.50	482.13	Total YTD:	124.50	902.63		77.44										404.89

Employee Name	(State for)	Dept	Pays			Taxes			Deductions & Memos			Cr. No.
			Description	Rate	Hours	Pay	Description	Amount	Description	Amount	Description	
Crum, Heather L.	176-66-3361 PA	1	O-Regular Pay	6.25	36.00	218.75	Federal W/H	0.00				005026 NORMAL
			Totals:		36.00	218.75	23.65					
Dowell, Jodi	176-60-2093 PA	1	O-Regular Pay	7.00	28.75	201.25	Federal W/H	0.00				005027 NORMAL
			Overtime Pay	10.50	4.50	47.25	OASDI	15.41	15.41			
Totals:					35.00	248.50	15.41	15.41				221.64
Curtis, Martha	547-66-4828 PA	3	O-Regular Pay	8.00	78.25	626.00	Federal W/H	36.03				005029 NORMAL
			Overtime Pay	12.00	3.50	42.00	OASDI	41.42	41.42			
Totals:					81.75	668.00	77.45	82.85				599.75
Jasniurek, Darlene M.	179-50-2009 PA	3	O-Regular Pay	8.15	34.75	283.21	Federal W/H	23.94				005030 NORMAL
			Overtime Pay	12.225	4.75	58.07	OASDI	21.16	21.16			
Totals:					39.50	341.28	45.10	42.30				280.44
Oyer, Cindy	186-54-6190 PA	3	O-Regular Pay			1,090.00	Federal W/H	92.33				005031 NORMAL
			3-Holiday			30.00	OASDI	69.44	69.44			
Totals:						1,120.00	161.77	161.77				908.60
Paget, Kyle	169-58-6156 PA	3	O-Regular Pay	7.25	59.00	427.75	Federal W/H	42.67				005032 NORMAL
			Overtime Pay	10.875	5.00	54.38	OASDI	29.89	29.89			
Totals:					64.00	482.13	72.56	72.56				387.35
Woff, Jennifer A.	194-84-4443 PA	3	O-Regular Pay	7.25	44.25	320.81	Federal W/H	18.06				005033 NORMAL
			Overtime Pay	10.875	8.50	92.44	OASDI	25.62	25.62			
Totals:					52.75	413.25	43.68	43.68				360.52

PAYROLL REGISTER

* W - Work State * R - Resident State

Employee Number and Employee Name				Rates / Salary		Rate		Dep.		Regular		Overtime		Other Pays		Other Ded's		Automatic Pays and Deductions	
Birth	SSN No.	Federal WA	Fyref	State WA	State WA	Chg	No.	Hours	Hours	Cd	Hours	Amount	Cd	Amount	Cd	Description	Amount	Limit	Balance
Type	DD	EIC	State WA	State WA	State WA														
126	Crum, Heather L.																		
11-20-2006	176-66-3361			Fed: Single	1														
	Bi-Weekly			PA: No Status															
Regular				None															
139	Dowell, Jodi																		
11-20-2006	176-60-2093			Fed: Married	2														
	Bi-Weekly			PA: No Status															
Regular				None															
115	Herrick, Vicki J.																		
11-20-2006	083-58-3912			Fed: Exempt															
	Bi-Weekly			PA: No Status															
Regular				None															
77	Curtis, Martha																		
11-20-2006	547-86-4828			Fed: Married	0														
	Bi-Weekly			PA: No Status															
Regular				None															
55	Jashurek, Darlene M.																		
10-2006	179-50-2909			Fed: Single	0														
	Bi-Weekly			PA: No Status															
Regular				None															
95	Oyler, Cindy																		
11-20-2006	186-54-6190			Fed: Married	0														
	Bi-Weekly			PA: No Status															
Regular				None															

Pay Period Start: -- -- -- -- End: -- -- -- --
 Co. No. 1412 PA-3 State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- -- -- Last Check Date: 01-05-2007
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Employee Name (State for)		Dept. No.	Pays		Year-to-Date		Taxes		Deductions & Memos		Clk. No.				
Emp. No.	SSN No.	U/CI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD Amount	YTD Amount	Type	Net Pay
139	176-80-2093	PA 2	0-Regular Pay	7.00	37.25	260.75	0-Regular Pay	66.00	462.00	Federal W/H	0.00	0.00	0.00	NORMAL	
							Medicare	4.50	47.25	OASDI	16.16	31.57	7.38		
							State W/H-PA		8.01	PA-EE SUI	0.23	15.64	0.45		
			Totals:			260.75	Total YTD:	70.50	509.25		23.18				232.57
115	083-88-3912	PA	0-Regular Pay	6.25	30.50	190.63	0-Regular Pay	67.75	423.44	Federal W/H	0.00	0.00	0.00	NORMAL	
							OASDI	12.25	76.56	Medicare	11.82	26.25	6.14		
							State W/H-PA		2.76	PA-EE SUI	2.76	13.00	2.35		
			Totals:			190.63	Total YTD:	67.75	423.44		20.60				170.03
116, Robert D.	123-44-4472	PA 0	0-Regular Pay	6.25	12.25	76.56	0-Regular Pay	12.25	76.56	Federal W/H	0.00	0.00	0.00	NORMAL	
							OASDI	12.25	76.56	Medicare	4.75	4.75	4.75		
							State W/H-PA		1.11	PA-EE SUI	1.11	1.11	0.07		
			Totals:			76.56	Total YTD:	12.25	76.56		8.28				68.28
77	547-86-4828	PA 0	0-Regular Pay	8.00	79.25	634.00	0-Regular Pay	157.50	1,290.00	Federal W/H	32.63	68.65	80.72	NORMAL	
							OASDI	3.50	42.00	Medicare	9.19	18.86	39.97		
							State W/H-PA		9.45	PA-EE SUI	0.57	1.17	0.59		
			Totals:			634.00	Total YTD:	167.00	1,302.00		101.15				532.85
55	179-50-2909	PA 0	0-Regular Pay	8.15	37.75	307.86	0-Regular Pay	72.50	590.87	Federal W/H	20.57	44.51	40.23	NORMAL	
							OASDI	4.75	58.07	Medicare	19.07	9.41	19.93		
							State W/H-PA		9.45	PA-EE SUI	0.28	0.59	0.59		
			Totals:			307.86	Total YTD:	77.25	648.94		53.83				253.83
95	186-54-6190	PA 0	0-Regular Pay			1,090.00	0-Regular Pay		2,180.00	Federal W/H	87.83	180.16	137.02	NORMAL	
							3-Holiday		30.00	OASDI	67.58	32.05	67.84		
							Medicare		33.46	State W/H-PA	15.81	1.99	1.99		
			Totals:			1,090.00	Total YTD:		2,210.00		205.65				884.34
59	169-58-6156	PA 0	0-Regular Pay	7.25	80.00	580.00	0-Regular Pay	139.00	1,007.75	Federal W/H	60.20	102.87	67.03	NORMAL	
							OASDI	6.75	73.41	Medicare	37.14	15.68	33.19		
							State W/H-PA		8.69	PA-EE SUI	18.39	0.97	0.97		
			Totals:			580.00	Total YTD:	145.75	1,081.16		124.96				382.69
53	194-64-4443	PA 1	0-Regular Pay	7.25	79.25	574.56	0-Regular Pay	123.50	893.37	Federal W/H	43.03	61.09	63.77	NORMAL	
							OASDI	12.25	133.22	Medicare	38.15	14.91	18.89		
							State W/H-PA		8.92	PA-EE SUI	0.55	0.92	0.92		
			Totals:			574.56	Total YTD:	135.75	1,028.59		109.54				505.80

* W = Work State * R = Resident State

Employee Number and Employee Name		Fed: Wh	State Wh	FY/EM	Rates / Salary	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions				
Hire	SSN No.	Federal Wh	State Wh	FY/EM						Amount	Cd	Description	Amount	Limit	Balance	
Birth	Pay Freq.	State Wh	State Wh	FY/EM												
Type	DD	ETC	State Wh	FY/EM												
139 Dowell, Jodi																
11-20-2006	176-60-2093	Fed:	Married	2	(2)	0	1									
	Bi-Weekly	P.A.:	No Status		(3)	0										
Regular		None				0										
115 Hendrick, Vicki J.																
11-20-2006	083-58-3912	Fed:	Exempt		(2)	0	1									
	Bi-Weekly	P.A.:	No Status		(3)	0										
Regular		None				0										
161 Wells, Robert D.																
01-05-2007	123-44-4472	Fed:	Married	0	(2)	0	1									
	Bi-Weekly	P.A.:	No Status		(3)	0										
Regular		None				0										
77 Curtis, Martha																
11-20-2006	547-86-4828	Fed:	Married	0	(2)	0	3									
	Bi-Weekly	P.A.:	No Status		(3)	0										
Regular		None				0										
55 Jashurek, Darlene M.																
11-20-2006	179-58-2909	Fed:	Single	0	(2)	0	3									
	Bi-Weekly	P.A.:	No Status		(3)	0										
Regular		None				0										
95 Oyler, Cindy																
11-20-2006	186-54-6190	Fed:	Married	0	(2)	0	3									
	Bi-Weekly	P.A.:	No Status		(3)	0										
Regular		None				1,090.00										

Pay Period Start: 11-20-2006 End: 11-20-2006 Check Date: 11-20-2006 Last Check Date: 01-19-2007

Co. No: 412 PA: 3 State Corporation **PAYROLL WORKSHEET** Page: 1

Employee Name (State for)		Dept. No.	Current		Year-to-Date		Taxes		Deductions & Memos		Ch. No.				
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current	YTD	YTD	Type	Net Pay
139			O-Regular Pay	7.00	38.00	266.00	O-Regular Pay	104.00	728.00	Federal W/H	0.00	0.00			005043
							OASDI	4.50	47.25	Medicare	16.50	48.07			
							State W/H: PA		3.86	PA EE SUI	8.17	11.24			
							PA EE SUI		0.24		0.24	23.81			
			Totals:		38.00	266.00	Total YTD:	108.50	775.25		28.77	0.00			237.23
115			O-Regular Pay	6.25	56.25	351.53	O-Regular Pay	124.00	775.00	Federal W/H	0.00	0.00			005044
							OASDI	4.50	47.25	Medicare	21.80	48.05			
							State W/H: PA		5.10	PA EE SUI	10.79	11.24			
							PA EE SUI		0.32		0.32	23.79			
			Totals:		56.25	351.53	Total YTD:	124.00	775.00		38.01	0.70			313.55
77			O-Regular Pay	8.00	71.50	572.00	O-Regular Pay	229.00	1,832.00	Federal W/H	26.43	95.09			005046
							OASDI	3.50	42.00	Medicare	6.00	10.75			
							State W/H: PA		8.29	PA EE SUI	1.40	2.51			
							PA EE SUI		0.09		0.09	5.32			
			Totals:		71.50	572.00	Total YTD:	229.00	1,832.00		10.46	0.16			86.42
55			O-Regular Pay	8.15	32.25	262.84	O-Regular Pay	104.75	853.71	Federal W/H	16.09	60.60			005047
							OASDI	4.75	58.07	Medicare	6.30	56.53			
							State W/H: PA		3.81	PA EE SUI	17.56	13.22			
							PA EE SUI		0.24		0.24	28.00			
			Totals:		32.25	262.84	Total YTD:	109.50	911.78		44.51	0.83			218.33
95			O-Regular Pay			1,090.00	O-Regular Pay		3,270.00	Federal W/H	87.83	267.99			005048
							3-Holiday		30.00	OASDI	67.89	204.60			
							Medicare		15.80	State W/H: PA	47.85	47.85			
							PA EE SUI		33.46		0.98	101.30			
			Totals:			1,090.00	Total YTD:		3,300.00		205.65	2.97			884.35
59			O-Regular Pay	7.25	73.00	529.25	O-Regular Pay	212.00	1,537.00	Federal W/H	49.73	152.60			005049
							OverTime Pay	6.75	73.41	OASDI	32.82	99.85			
							Medicare		7.67	State W/H: PA	16.25	23.35			
							PA EE SUI		0.48		0.48	49.44			
			Totals:		73.00	529.25	Total YTD:	218.75	1,610.41		106.95	1.45			330.92
53			O-Regular Pay	7.25	80.00	580.00	O-Regular Pay	203.50	1,475.37	Federal W/H	45.07	106.16			005051
							OverTime Pay	16.75	182.16	OASDI	39.00	102.77			
							Medicare		9.12	State W/H: PA	19.31	24.03			
							PA EE SUI		0.57		0.57	50.89			
			Totals:		84.50	628.94	Total YTD:	220.25	1,657.53		113.07	1.49			515.87

Employee Number and Employee Name		SSN/No.	Federal Wh.	Exempt	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Birth	Pay Freq.	State Wh.	** Wh.	Exempt	& Raise Dates	Chg	No.	Hours	Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DD	ETC	State Wh.	(R)	Exempt										
139 Dowell, Jodi															
11-20-2006	176-60-2093		Fed:	Married	2			(2)							
	Bi-Weekly		P.A:	No Status				(3)							
Regular		None													
115 Hetrick, Vicki J.															
20-2006	083-58-3912		Fed:	Exempt				(2)							
	Bi-Weekly		P.A:	No Status				(3)							
Regular		None													
161 Wells, Robert D.															
01-05-2007	123-44-4472		Fed:	Married	0			(2)							
	Bi-Weekly		P.A:	No Status				(3)							
Regular		None													
77 Curtis, Martha															
11-20-2006	547-86-4828		Fed:	Married	0			(2)							
	Bi-Weekly		P.A:	No Status				(3)							
Regular		None													
55 Jashurek, Darlene M.															
20-2006	179-50-2909		Fed:	Single	0			(2)							
	Bi-Weekly		P.A:	No Status				(3)							
Regular		None													
95 Oyler, Cindy															
11-20-2006	186-54-6190		Fed:	Married	0			(2)							
	Bi-Weekly		P.A:	No Status				(3)							
Regular		None													
								1,090.00							

Pay Period Start: -- -- -- -- End: -- -- -- --

Check Date: -- -- -- -- Last Check Date: 02-09-2007

Co. No: 1412 PA 3 State Corporation

PAYROLL WORKSHEET

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* W = Work State * R = Resident State

Employee Number and Employee Name		Federal Wh.		Federal Rates / Salary		Rate Chg.		Dept. No.		Regular Hours		Overtime Hours		Other Pays		Other Ded's		Automatic Pays and Deductions			
Birth	SSN No.	State Wh.	Fed. Wh.	Fed. Post. & Raise Dates	Rate	Chg.	Dept. No.	Regular Hours	Overtime Hours	Cd	Hours	Amount	Cd	Amount	Cd	Amount	Cd	Description	Amount	Limit	Balance
59	Pager, Kyle	11-20-2006	169-58-6156	Fed: Single 0	(2)	0	3											D	1-Child Support	91.38	
				Bi-Weekly PA: No Status	(3)	0															
				Regular: None		0															
53	Wolf, Jennifer A.	-20-2006	194-64-4443	Fed: Single 1	(2)	0	3														
				Bi-Weekly PA: No Status	(3)	0															
				Regular: None		0															

Pay Period Start: _____ End: _____
 Co. No: 1412 PA 3 State Corporation
PAYROLL WORKSHEET
 Check Date: _____ Last Check Date: 02-02-2007
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Employee Name (State for)		SSN No.	UOI	Dept. No.	Current		Year-to-Date		Taxes		Deductions & Memos		CK No.				
Emp. No.	SSN No.	UOI	Dept. No.	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current	YTD	Current	YTD	Type	
139	176-60-2093	PA	2	0-Regular Pay	7.00	34.00	238.00	0-Regular Pay	138.00	966.00	Federal W/H	0.00	0.00			NORMAL	
								OverTime Pay	4.50	47.25	OASDI	14.75	62.82				
											Medicare	3.45	14.69				
											State W/H-PA	7.31	31.12				
											PA: EE SUI	0.21	0.90				
				Totals:		34.00	238.00	Total YTD:	142.50	1,013.25		25.72				212.28	
Employee Totals																	
115	083-68-3912	PA	1	0-Regular Pay	6.25	19.75	123.44	0-Regular Pay	143.75	898.44	Federal W/H	0.00	0.00			NORMAL	
											OASDI	7.65	55.70				
											Medicare	1.79	13.03				
											State W/H-PA	3.79	27.58				
											PA: EE SUI	0.11	0.81				
				Totals:		19.75	123.44	Total YTD:	143.75	898.44		13.34				110.10	
Employee Totals																	
115	123-44-4472	PA	1	0-Regular Pay	6.25	20.00	125.00	0-Regular Pay	47.75	298.44	Federal W/H	0.00	0.00			NORMAL	
											OASDI	7.75	18.50				
											Medicare	1.82	4.33				
											State W/H-PA	3.84	9.16				
											PA: EE SUI	0.11	0.27				
				Totals:		20.00	125.00	Total YTD:	47.75	298.44		13.52				111.48	
Employee Totals																	
77	547-66-4828	PA	3	0-Regular Pay	8.00	71.50	572.00	0-Regular Pay	300.50	2,404.00	Federal W/H	26.43	121.52			NORMAL	
											OASDI	35.46	151.65				
											Medicare	8.30	35.47				
											State W/H-PA	17.56	75.09				
											PA: EE SUI	0.51	2.19				
				Totals:		71.50	572.00	Total YTD:	304.00	2,446.00		86.26				483.74	
Employee Totals																	
55	179-50-2909	PA	3	0-Regular Pay	8.15	51.25	417.69	0-Regular Pay	156.00	1,271.40	Federal W/H	33.80	93.60			NORMAL	
											OASDI	25.90	82.43				
											Medicare	6.06	19.28				
											State W/H-PA	12.82	40.82				
											PA: EE SUI	0.39	1.21				
				Totals:		51.25	417.69	Total YTD:	160.75	1,329.47		78.16				359.53	
Employee Totals																	
95	186-54-6190	PA	3	0-Regular Pay			1,090.00	0-Regular Pay		4,380.00	Federal W/H	87.83	355.82			NORMAL	
											OASDI	67.58	272.16				
											Medicare	15.81	63.66				
											State W/H-PA	33.46	134.76				
											PA: EE SUI	0.98	3.95				
				Totals:			1,090.00	Total YTD:	160.75	4,390.00		205.66				884.34	
Employee Totals																	
59	186-58-6156	PA	3	0-Regular Pay	7.25	76.50	554.63	0-Regular Pay	289.50	2,091.63	Federal W/H	60.47	213.07			NORMAL	
											OASDI	37.25	137.10				
											Medicare	8.71	32.06				
											State W/H-PA	18.45	67.89				
											PA: EE SUI	0.54	1.99				
				Totals:		80.75	600.85	Total YTD:	299.50	2,211.26		125.42				384.05	
Employee Totals																	
162	193-54-9031	PA	3	0-Regular Pay	6.25	17.00	106.25	0-Regular Pay	17.00	106.25	Federal W/H	0.00	0.00			NORMAL	
											OASDI	6.59	6.59				
											Medicare	1.54	1.54				
											State W/H-PA	3.26	3.26				
											PA: EE SUI	0.10	0.10				
				Totals:		17.00	106.25	Total YTD:	17.00	106.25		11.49				94.76	
Employee Totals																	

Employee Name (State for)		Dept. No.		Pays				Taxes			Deductions & Memos		CLC No.			
Emp. No.	SSN No.	UCI		Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Current Amount	YTD Amount	Type
Wolff, Jennifer A.	194-64-4443	PA	3	O-Regular Pay	7.25	76.00	551.00	O-Regular Pay	279.50	2,026.37	Federal W/H	39.91	146.07			005061
S3		PA		OverTime Pay	10.875	4.00	43.50	OverTime Pay	20.75	225.66	OASDI	36.86	139.63			NORMAL
Bi-Weekly	Fed. Single	PA									Medicare	8.62	32.65			
	PA No Status										State W/H: PA	18.25	69.14			
											PA EE SUI	0.54	2.03			
Employee Totals				Totals:		80.00	594.50	Total YTD:	300.25	2,252.03		104.18				490.32

Pay Period: Bi-Weekly 01/27/07 - 02/09/07 Check Date: 02/16/07
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PAYROLL REGISTER

* W = Work State * R = Resident State

Employee Number and Employee Name	SSN No.	Federal Ytd	Pr/Ex	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Limit	Balance
Hire	Pay Freq	State WA	Ex/Est	& Raise Dates	Chg				Amount	Amount	Description	Amount	
Birth	DD	State WA	Pr/Est										
Type	DD	State WA	Pr/Est										
139 Dowell, Jodi													
11-20-2006	176-60-2093	Fed: Married 2	(2)	7,000 0	0	1							
	Bi-Weekly	P.A.: No Status	(3)	0	0								
Regular	None			0	0								
115 Herrick, Vicki J.													
20-2006	088-58-3912	Fed: Exempt	(2)	6,250 0	0	1							
	Bi-Weekly	P.A.: No Status	(3)	0	0								
Regular	None			0	0								
161 Wells, Robert D.													
01-05-2007	123-44-4472	Fed: Married 0	(2)	6,250 0	0	1							
	Bi-Weekly	P.A.: No Status	(3)	0	0								
Regular	None			0	0								
77 Curtis, Martha													
11-20-2006	547-86-4828	Fed: Married 0	(2)	8,000 0	0	3							
	Bi-Weekly	P.A.: No Status	(3)	0	0								
Regular	None			0	0								
55 Jashurek, Darlene M.													
20-2006	179-50-2909	Fed: Single 0	(2)	8,150 0	0	3							
	Bi-Weekly	P.A.: No Status	(3)	0	0								
Regular	None			0	0								
95 Oyler, Cindy													
11-20-2006	186-54-6190	Fed: Married 0	(2)	1,090.00 0	0	3							
	Bi-Weekly	P.A.: No Status	(3)	0	0								
Regular	None			1,090.00 0	0								

Employee Name Emp. No. SSN No. UCI Pay Freq. Tax Status	Dept. No.	Pays			Year-to-Date			Taxes			Deductions & Memos			Ck. No. Type Net Pay				
		Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD Amount	Description	Amount		YTD Amount			
139 Dowell, Jodi 176-60-2093 PA Bi-Weekly Fed: Married PA No Status	1	0-Regular Pay	7.00	29.50	206.50	0-Regular Pay	167.50	1,172.50	Federa W/H	0.00	0.00				005067	NORMAL	47.25	
		OverTime Pay				4.50	47.25	1,172.50	OASDI	12.80	75.62						NORMAL	37.46
		Totals:		29.50	206.50	172.00	4.50	1,219.75	Medicare	3.00	17.69						NORMAL	1.09
		Employee Totals							PA EE SUI	0.19	1.09							
		Totals:								22.33								194.17
161 Wells, Robert D. 123-44-4472 PA Bi-Weekly Fed: Married PA No Status	3	0-Regular Pay	6.25	8.75	54.69	0-Regular Pay	56.50	353.13	Federal W/H	0.00	0.00						005063	NORMAL
		OverTime Pay				3.50	42.00	2,978.00	OASDI	3.39	21.89							NORMAL
		Totals:		8.75	54.69	56.50	3.50	3,020.00	Medicare	0.79	5.12							
		Employee Totals							State W/H: PA	1.66	10.94							
		Totals:							PA EE SUI	0.05	0.32							48.79
55 Jashurek, Darlene M. 179-50-2909 PA Bi-Weekly Fed: Single PA No Status	3	0-Regular Pay	8.16	75.25	613.29	0-Regular Pay	231.25	1,884.69	Federal W/H	62.34	155.94						005065	NORMAL
		OverTime Pay				4.75	68.07	58.07	OASDI	36.02	120.46							NORMAL
		Totals:		75.25	613.29	236.00	4.75	1,942.76	Medicare	8.89	28.17							
		Employee Totals							State W/H: PA	18.83	59.65							
		Totals:							PA EE SUI	0.55	1.76							494.66
95 Oyler, Cindy 186-54-6190 PA Bi-Weekly Fed: Married PA No Status	3	0-Regular Pay			1,090.00	0-Regular Pay		5,450.00	Federal W/H	97.83	443.65						005066	NORMAL
		OverTime Pay				3-Holiday	30.00	30.00	OASDI	67.58	339.76							NORMAL
		Totals:			1,090.00			5,480.00	Medicare	15.80	79.46							
		Employee Totals							State W/H: PA	33.46	168.22							
		Totals:							PA EE SUI	0.99	4.93							894.35
59 Paget, Kyle 169-58-6156 PA Bi-Weekly Fed: Single PA No Status	3	0-Regular Pay	7.25	80.00	580.00	0-Regular Pay	368.50	2,671.63	Federal W/H	63.08	276.13						005067	NORMAL
		OverTime Pay		3.50	38.06	OverTime Pay	14.50	157.69	OASDI	38.32	175.42							NORMAL
		Totals:		3.50	38.06			2,829.32	Medicare	8.97	41.03							
		Employee Totals							State W/H: PA	18.97	86.86							
		Totals:							PA EE SUI	0.56	2.55							396.80
162 Thomas, Lisa 193-54-9031 PA Bi-Weekly Fed: Married PA No Status	3	0-Regular Pay	6.25	25.75	160.94	0-Regular Pay	42.75	267.19	Federal W/H	0.00	0.00						005069	NORMAL
		OverTime Pay							OASDI	9.98	16.57							NORMAL
		Totals:		25.75	160.94			267.19	Medicare	2.33	3.87							
		Employee Totals							State W/H: PA	4.94	8.20							
		Totals:							PA EE SUI	0.14	0.24							143.55
53 Wolff, Jennifer A. 194-64-4443 PA Bi-Weekly Fed: Single PA No Status	3	0-Regular Pay	7.25	72.00	522.00	0-Regular Pay	351.50	2,548.37	Federal W/H	29.03	176.10						005070	NORMAL
		OverTime Pay				OverTime Pay	20.75	225.66	OASDI	32.36	171.99							NORMAL
		Totals:		72.00	522.00			2,774.03	Medicare	7.57	40.22							
		Employee Totals							State W/H: PA	16.03	85.17							
		Totals:							PA EE SUI	0.47	2.50							436.54

* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh.	Fv/Ext	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions	Balance		
Hire	Birth	Pay Freq.	State Wh.	Fv/Ext	& Raise Dates	Chg	No.	Hours	Hours	Cd	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	State Wh.	(*) (R)	Fv/Ext										
139 Dowell, Jodi															
11-20-2006	176-60-2093		Fed:	Married	2		(2)	7,0000	0	0					
	Bi-Weekly		P.A:	No Status			(3)	0	0						
Regular		None													
161 Wells, Robert D.															
11-20-2007	123-44-4472		Fed:	Married	0		(2)	6,2500	0	0					
	Bi-Weekly		P.A:	No Status			(3)	0	0						
Regular		None													
77 Curtis, Martha															
11-20-2006	547-86-4828		Fed:	Married	0		(2)	8,0000	0	0					
	Bi-Weekly		P.A:	No Status			(3)	0	0						
Regular		None													
55 Jashurek, Darlene M.															
11-20-2006	179-50-2909		Fed:	Single	0		(2)	8,1500	0	0					
	Bi-Weekly		P.A:	No Status			(3)	0	0						
Regular		None													
95 Oyer, Cindy															
1-20-2006	186-54-6190		Fed:	Married	0		(2)		0	0					
	Bi-Weekly		P.A:	No Status			(3)	1,090.00	0	0					
Regular		None													
59 Pegel, Kyle															
11-20-2006	169-58-6156		Fed:	Single	0		(2)	7,2500	0	0					
	Bi-Weekly		P.A:	No Status			(3)	0	0						
Regular		None													
												D	1-Child Support		91.38

* W - Work State * R - Resident State

Employee Number and Employee Name		Federal Wh	Fv/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays	Amount	Cd	Other Ded's	Amount	Cd	Description	Amount	Limit	Balance
162	Thomas, Lisa			(1) 62500	0	3													
02-02-2007	193-54-9031	Fed: Married	0	(2)	0														
	Bi-Weekly	P.A: No Status		(3)	0														
	Regular	None			0														
53	Wolf, Jennifer A.			(1) 72500 (12-06-06)		3													
11-20-2006	194-64-4443	Fed: Single	1	(2)	0														
	Bi-Weekly	P.A: No Status		(3)	0														
	Regular	None			0														

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Employee Name (State for)	Emp. No.	SSN No.	UCI	Tax Status	Dept. No.	Pays				Taxes				Deductions & Memos			Ck. No.	Type	Net Pay				
						Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD	Description				Current	YTD		
Dowell, Heidi	139	176-80-2093	PA	2	1	O-Regular Pay	7.00	29.00	203.00	O-Regular Pay	196.50	1,375.50	Federal W/H	0.00	0.00				005071	NORMAL			
						O-Regular Pay				Overtime Pay	4.50	47.25	OASDI	12.99	88.21								
													Medicare	2.94	20.63								
													State W/H: PA	6.23	43.69								
													PA: EE SUI	0.18	1.27								
						Totals:		29.00	203.00	Total YTD:	201.00	1,422.75		21.94								191.06	
Wells, Robert D.	161	123-44-4472	PA	0	1	O-Regular Pay	6.25	18.00	112.50	O-Regular Pay	74.50	465.63	Federal W/H	0.00	0.00								
													OASDI	6.98	28.87								
													Medicare	1.63	6.75								
													State W/H: PA	3.45	14.29								
													PA: EE SUI	0.10	0.42								
						Totals:		18.00	112.50	Total YTD:	74.50	465.63		12.16									100.34
Jrds, Madha	77	647-86-4828	PA	0	3	O-Regular Pay	8.00	72.25	578.00	O-Regular Pay	444.50	3,556.00	Federal W/H	27.03	175.18								
													OASDI	35.84	223.08								
													Medicare	8.38	52.17								
													State W/H: PA	17.74	110.45								
													PA: EE SUI	0.92	3.23								
						Totals:		72.25	578.00	Total YTD:	448.00	3,598.00		89.51									488.49
Jashurek, Darlene M.	55	178-50-2909	PA	0	3	O-Regular Pay	8.15	78.50	639.78	O-Regular Pay	309.75	2,524.47	Federal W/H	66.31	222.25								
													OASDI	39.67	160.12								
													Medicare	9.28	37.45								
													State W/H: PA	19.64	79.29								
													PA: EE SUI	0.99	2.34								
						Totals:		78.50	639.78	Total YTD:	314.50	2,582.54		135.48									504.30
Oyler, Cindy	95	186-54-0190	PA	0	3	O-Regular Pay			1,090.00	O-Regular Pay		6,540.00	Federal W/H	87.83	531.48								
													OASDI	67.58	407.34								
													Medicare	15.81	95.27								
													State W/H: PA	33.46	201.68								
													PA: EE SUI	0.99	5.91								
						Totals:			1,090.00	Total YTD:		6,570.00		205.86									884.34
Paget, Kyle	59	166-58-6156	PA	0	3	O-Regular Pay	7.25	70.75	512.54	O-Regular Pay	439.25	3,184.57	Federal W/H	47.28	323.42								
													OASDI	31.80	207.22								
													Medicare	7.43	48.46								
													State W/H: PA	15.75	102.61								
													PA: EE SUI	0.46	3.01								
						Totals:		70.75	512.54	Total YTD:	453.75	3,342.26		102.73									318.83
Thomas, Lisa	162	193-54-9031	PA	0	3	O-Regular Pay	6.25	26.00	162.50	O-Regular Pay	68.75	429.09	Federal W/H	0.00	0.00								
													OASDI	10.07	26.64								
													Medicare	2.36	6.23								
													State W/H: PA	4.99	13.19								
													PA: EE SUI	0.15	0.39								
						Totals:		26.00	162.50	Total YTD:	68.75	429.09		17.57									144.93
Wolff, Jennifer A.	53	194-64-4443	PA	1	3	O-Regular Pay	7.25	76.00	551.00	O-Regular Pay	427.50	3,099.37	Federal W/H	40.72	215.62								
													OASDI	37.20	209.19								
													Medicare	8.70	48.92								
													State W/H: PA	18.42	103.59								
													PA: EE SUI	0.54	3.04								
						Totals:		80.50	599.54	Total YTD:	452.75	3,373.97		105.98									494.36

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PAYROLL REGISTER

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Check Date: 03/16/07

Employee Name (State for)	Emp. No.	SSN/No.	UCI	Tax Status	Dept. No.	Pays				Taxes			Deductions & Memos			Cl. No.			
						Description	Current Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount		Description	Current Amount	YTD Amount
Dowell, Jodi	139	176-60-2093	PA	2	1	0-Regular Pay	7.00	29.00	203.00	0-Regular Pay	253.50	1,774.50	Federal W/H	0.00	0.00				005098
									OverTime Pay	4.50	47.25		Medicare	12.59	112.95				
Employee Totals						Totals:		29.00	203.00	Total YTD:	258.00	1,821.75	PA EE SUI	21.94					181.06
Wells, Robert D.	161	123-44-4472	PA	0	1	0-Regular Pay	6.25	5.00	31.25	0-Regular Pay	79.50	496.88	Federal W/H	0.00	0.00				005098
													Medicare	1.94	30.81				
Employee Totals						Totals:		5.00	31.25	Total YTD:	79.50	496.88	PA EE SUI	3.38					27.87
Jaris, Nadia	17	547-86-4828	PA	0	3	0-Regular Pay	8.00	76.75	614.00	0-Regular Pay	594.50	4,756.00	Federal W/H	42.53	245.64				005099
									OverTime Pay	12.00	10.00	120.00	OverTime Pay	13.50	162.00				
Employee Totals						Totals:		86.75	734.00	Total YTD:	608.00	4,918.00	PA EE SUI	121.97					612.03
Jasturek, Darlene M.	55	179-50-2909	PA	0	3	0-Regular Pay	8.15	80.00	652.00	0-Regular Pay	488.75	3,820.32	Federal W/H	108.96	398.12				005090
									OverTime Pay	12.225	22.25	272.01	OverTime Pay	27.00	330.08				
Employee Totals						Totals:		102.25	924.01	Total YTD:	495.75	4,150.40	PA EE SUI	208.94					715.17
Oyer, Cindy	95	186-54-5190	PA	0	3	0-Regular Pay			1,090.00	3-Holiday		30.00	Federal W/H	87.83	707.14				005091
													Medicare	67.58	542.50				
Employee Totals						Totals:			1,090.00	Total YTD:	8,750.00	PA EE SUI	205.66						894.34
Paget, Kyle	59	169-56-5156	PA	0	3	0-Regular Pay	7.25	80.00	580.00	0-Regular Pay	596.00	4,313.76	Federal W/H	69.58	447.36	1-Child Support	91.38	639.66	005092
									OverTime Pay	10.875	7.50	81.66	OverTime Pay	23.00	250.13				
Employee Totals						Totals:		87.50	661.66	Total YTD:	618.00	4,563.89	PA EE SUI	141.10		91.38			423.08
Wolff, Jennifer A.	53	194-64-4443	PA	1	3	0-Regular Pay	7.25	36.25	262.81	0-Regular Pay	539.75	3,913.18	Federal W/H	3.01	252.21				005094
													OverTime Pay	25.25	274.60				
Employee Totals						Totals:		36.25	262.81	Total YTD:	565.00	4,187.78	PA EE SUI	31.42					231.39

* W - Work State * R - Resident State

Employee Number and Employee Name				Fed/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions				
Hire	SSN No.	Federal Wh	F/Ext	State Wh * (M)	F/Ext					Amount	Cd	Amount	Description	Amount	Limit	Balance
Birth	Pay Freq.	State Wh * (N)	F/Ext	State Wh * (R)	F/Ext											
Type	DD	EIC														
162	00	Thomas, Lisa		(1)	6.2500	0	3									
02-02-2007	193-54-9031	Fed: Married	0	(2)		0										
		Bi-Weekly	PA: No Status	(3)		0										
Regular		None				0										
S3	Wolff, Jennifer A.			(1)	7.2500 (12-06-06)		3									
11-20-2006	194-64-4443	Fed: Single	1	(2)		0										
		Bi-Weekly	PA: No Status	(3)		0										
Regular		None				0										

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W = Work State R = Resident State

Employee Number and Employee Name		Federal Vth	Ex/Ex	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays		Other Ded's		Automatic Pays and Deductions		Balance		
Hire	SSN No.	Fed: Vth	Ex/Ex	& Raise Dates	Chg	No.	Hours	Hours	Cd	Hours	Amount	Cd	Amount	Description	Amount	Limit	Balance
Birth	Pay Freq.	State Vth	Ex/Ex														
Type	DD	EIC	State Vth	* (R)													
139 Dowell, Jodi																	
11-20-2006	176-60-2093	Fed: Married	2	(2)	0	1											
	Bi-Weekly	P.A: No Status		(3)	0												
Regular	None				0												
161 Wells, Robert D.																	
05-2007	123-44-4472	Fed: Married	0	(2)	0	1											
	Bi-Weekly	P.A: No Status		(3)	0												
Regular	None				0												
77 Curtis, Martha																	
11-20-2006	547-86-4828	Fed: Married	0	(2)	0	3											
	Bi-Weekly	P.A: No Status		(3)	0												
Regular	None				0												
55 Joshurek, Darlene M.																	
11-20-2006	179-50-2909	Fed: Single	0	(2)	0	3											
	Bi-Weekly	P.A: No Status		(3)	0												
Regular	None				0												
95 Oyler, Cindy																	
11-20-2006	186-54-6190	Fed: Married	0	(2)	0	3											
	Bi-Weekly	P.A: No Status		(3)	0												
Regular	None				1,090.00												
59 Poger, Kyle																	
11-20-2006	169-58-6156	Fed: Single	0	(2)	0	3											
	Bi-Weekly	P.A: No Status		(3)	0												
Regular	None				0												
														D	1-Child Support	91.38	

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 Co. No. 1412 PA 3 State Corporation
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* W - Work State * R - Resident State

Employee Number and Employee Name				Federal Wt.		Ex/Ext		Rates / Salary & Raise Dates		Rate Chg	Dept No.	Regular Hours	Overtime Hours	Other Pays		Other Ded's		Automatic Pays and Deductions		Balance
Emp No	SSN No.	Federal Wt.	Ex/Ext	State Wt.	Ex/Ext	Rate	Sal	Chg	Dept No.	Reg Hours	Overtime	Other Pays Cd	Other Pays Amount	Other Ded's Cd	Other Ded's Amount	Auto Pay Description	Auto Pay Amount	Auto Ded Limit	Balance	
162 Thomas, Lisa																				
07-02-2007	193-54-9031	Fed: Married 0				(1)	6,2500	0	3											
2006 Bi-Weekly P.A: No Status (3)																				
Regular: None 0																				
53 Wolff, Jennifer A.																				
20-2006	194-64-4443	Fed: Single 1				(1)	7,2500 (12-06-06)		3											
2006 Bi-Weekly P.A: No Status (3)																				
Regular: None 0																				

Pay Period Start: -- -- End: -- --

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Employee Number and Employee Name		SSN No.	Federal Wh	F/Fed	Rates / Salary	Rate Chg	Dept No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Hi	Lo	Pay Freq	State Wh	F/Fed						Amount	Amount	Description	Amount	Limit	Balance
Type	DD	EIC	Scale Wh	(R)	F/Fed										
139 Dowell, Jodi															
11-20-2006	176-60-2093		Fed: Married	2	(2)	7,000	0	1							
	Bi-Weekly		P.A: No Status		(3)		0								
Regular:		None					0								
161 Wells, Robert D.															
01-05-2007	123-44-4472		Fed: Married	0	(2)	6,250	0	1							
	Bi-Weekly		P.A: No Status		(3)		0								
Regular:		None					0								
77 Curtis, Martha															
11-20-2006	547-86-4828		Fed: Married	0	(2)	8,000	0	3							
	Bi-Weekly		P.A: No Status		(3)		0								
Regular:		None					0								
55 Jashurek, Darlene M.															
11-20-2006	179-50-2909		Fed: Single	0	(2)	8,150	0	3							
	Bi-Weekly		P.A: No Status		(3)		0								
Regular:		None					0								
95 Oyler, Cindy															
11-20-2006	186-54-6190		Fed: Married	0	(2)		0								
	Bi-Weekly		P.A: No Status		(3)		0								
Regular:		None				1,090.00	0								
59 Pagel, Kyle															
11-20-2006	169-58-6156		Fed: Single	0	(2)	7,250	0	3							
	Bi-Weekly		P.A: No Status		(3)		0								
Regular:		None					0								
												D	1-Child Support		91.38

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* W - Work State * R - Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	State Wh (W)	FY/BA	Rates / Salary & Rate Dates	Rate Chg	Dept No.	Regular Hours	Overtime Hours	Other Pays Cd	Hours	Amount	Other Ded's Cd	Amount	Automatic Pays and Deductions Description	Amount	Limit	Balance
162 Thomas, Lisa						(1) 6,250 0		3											
02-02-2007	193-54-9031		Ped: Married 0			(2) 0													
	Bi-Weekly		PA: No Status			(3) 0													
	Regular		None			0													
53 Wolf, Jennifer A						(1) 7,250 (12-06-06)		3											
11-20-2006	194-64-4443		Fed: Single 1			(2) 0													
	Bi-Weekly		PA: No Status			(3) 0													
	Regular		None			0													

Pay Period Start: -- -- -- -- End: -- -- -- --
 Co. No: 1412 PA 3 State Corporation
PAYROLL WORKSHEET
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Employee Name (State for)		Dept. No.	Current		Year-to-Date		Taxes		Deductions & Memos		Ch. No.						
Emp. No.	SSN No.	UOI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD	Description	Current	YTD	Type	Net Pay
139	176-60-2093	PA	0-Regular Pay	7.00	32.50	227.50	0-Regular Pay	335.75	2,350.25	Federal W/H	0.00	0.00	1-Child Support	91.38	822.42	NORMAL	202.91
			OverTime Pay				OverTime Pay	4.50	47.25	OASDI	14.11	148.65					
			Totals:			227.50	Total YTD:	340.25	2,397.50	Medicare	3.30	34.77					
										PA: EE SUI	0.20	73.61					
			Employee Totals			227.50	Total YTD:	340.25	2,397.50	PA: EE SUI	2.99	2.14					
161	123-44-4472	PA	0-Regular Pay	6.25	16.00	100.00	0-Regular Pay	111.00	693.76	Federal W/H	0.00	0.00					
			Totals:			100.00	Total YTD:	111.00	693.76	OASDI	6.19	43.01					
										Medicare	1.46	10.06					
										State W/H: PA	3.07	21.29					
										PA: EE SUI	0.09	0.63					
			Employee Totals			100.00	Total YTD:	111.00	693.76		10.81	73.99					
175, Martha	547-86-4828	PA	0-Regular Pay	8.00	71.50	572.00	0-Regular Pay	706.75	5,654.00	Federal W/H	26.43	273.90					
			Totals:			572.00	Total YTD:	720.25	5,916.00	OASDI	35.46	360.59					
										Medicare	8.29	84.33					
										State W/H: PA	17.56	178.54					
										PA: EE SUI	0.51	5.22					
			Employee Totals			572.00	Total YTD:	720.25	5,916.00		89.25	483.75					
55	179-50-2909	PA	0-Regular Pay	8.15	80.00	652.00	0-Regular Pay	628.75	5,124.32	Federal W/H	83.28	661.92					
			OverTime Pay	12.225	8.25	100.86	OverTime Pay	42.00	513.46	OASDI	46.89	349.56					
			Totals:			752.86	Total YTD:	670.75	5,637.78	Medicare	10.92	81.75					
										State W/H: PA	23.11	173.09					
										PA: EE SUI	0.68	5.09					
			Employee Totals			752.86	Total YTD:	670.75	5,637.78		164.68	588.18					
95	186-54-6190	PA	0-Regular Pay			1,090.00	0-Regular Pay		10,900.00	Federal W/H	87.83	882.80					
			Totals:			1,090.00	Total YTD:	670.75	5,637.78	OASDI	67.58	677.66					
										Medicare	15.80	158.49					
										State W/H: PA	33.46	335.52					
										PA: EE SUI	0.98	9.83					
			Employee Totals			1,090.00	Total YTD:	670.75	5,637.78		205.65	884.35					
59	169-58-5156	PA	0-Regular Pay	7.25	82.75	599.34	0-Regular Pay	757.75	5,493.70	Federal W/H	71.35	615.21					
			OverTime Pay	10.875	6.75	73.41	OverTime Pay	53.75	584.54	OASDI	41.75	376.85					
			Totals:			673.35	Total YTD:	811.50	6,078.24	Medicare	9.76	88.13					
										State W/H: PA	20.67	186.60					
										PA: EE SUI	0.61	5.48					
			Employee Totals			673.35	Total YTD:	811.50	6,078.24		144.14	437.83					
53	194-64-4443	PA	0-Regular Pay	7.25	70.25	509.31	0-Regular Pay	672.50	4,875.62	Federal W/H	27.66	301.91					
			OverTime Pay				OverTime Pay	25.25	274.60	OASDI	34.99	349.92					
			Totals:			509.31	Total YTD:	697.75	5,150.22	Medicare	7.36	74.67					
										State W/H: PA	15.64	158.13					
										PA: EE SUI	0.46	4.65					
			Employee Totals			509.31	Total YTD:	697.75	5,150.22		82.73	426.58					

Employee Number and Employee Name	SSN No.	Federal Wn.	FED/EXT	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Balance		
Hire	Pay Freq.	State Wn.	FED/EXT						Amount	Amount	Description	Amount	Limit	Balance
Type	DD	ETC	State Wn.	*FD	REG/EXT									
139	Dowell, Jodi			(1)	7,0000	0	1							
11-20-2006	176-60-2093	Fed:	Married	2			(2)							
	Bi-Weekly	P.A:	No Status				(3)							
Regular		None												
161	Wells, Robert D.			(1)	6,2500	0	1							
05-2007	123-44-4472	Fed:	Married	0			(2)							
	Bi-Weekly	P.A:	No Status				(3)							
Regular		None												
77	Curtis, Martha			(1)	8,0000	0	3							
11-20-2006	541-86-4828	Fed:	Married	0			(2)							
	Bi-Weekly	P.A:	No Status				(3)							
Regular		None												
55	Jashurek, Darlene M.			(1)	8,1500	0	3							
11-20-2006	179-50-2909	Fed:	Single	0			(2)							
	Bi-Weekly	P.A:	No Status				(3)							
Regular		None												
95	Oyler, Cindy			(1)		0	3							
20-2006	186-54-6190	Fed:	Married	0			(2)							
	Bi-Weekly	P.A:	No Status				(3)							
Regular		None			1,090.00	0								
59	Paget, Kyle			(1)	7,2500	0	3							
11-20-2006	169-58-6156	Fed:	Single	0			(2)							
	Bi-Weekly	P.A:	No Status				(3)							
Regular		None				0								
											D	1-Child Support	91.38	

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Employee Name (State for)		Dept. No.	Current		Year-to-Date		Taxes		Deductions & Memos		Ch. No.			
Emp. No.	SSN No.	UGI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	YTD Amount	Type
139	176-60-2093	PA	0-Regular Pay	7.00	34.50	241.50	0-Regular Pay	370.25	2,591.75	Federal W/H	0.00	0.00		005111
		PA	0-OverTime Pay				0-OverTime Pay	4.50	47.25	OASDI	14.97	163.62		NORMAL
		PA								Medicare	3.49	38.26		
		PA								State W/H: PA	7.41	81.02		
		PA								PA: EE SUI	0.22	2.36		
			Totals:		34.50	241.50	Total YTD:	374.75	2,639.00		26.09			215.41
161	123-44-4472	PA	0-Regular Pay	6.25	16.00	100.00	0-Regular Pay	127.00	793.76	Federal W/H	0.00	0.00		005112
		PA								OASDI	6.20	49.21		NORMAL
		PA								Medicare	1.45	11.51		
		PA								State W/H: PA	3.07	24.36		
		PA								PA: EE SUI	0.09	0.72		
			Totals:		16.00	100.00	Total YTD:	127.00	793.76		10.81			89.19
55	178-50-2909	PA	0-Regular Pay	8.15	80.00	652.00	0-Regular Pay	708.75	5,776.32	Federal W/H	30.83	304.73		005113
		PA	0-OverTime Pay	12.225	6.25	76.41	0-OverTime Pay	48.25	599.87	OASDI	38.19	398.78		NORMAL
		PA								Medicare	8.93	93.26		
		PA								State W/H: PA	18.91	197.45		
		PA								PA: EE SUI	0.55	5.77		
			Totals:		77.00	616.00	Total YTD:	797.25	6,432.00		97.41			518.59
95	186-64-6190	PA	0-Regular Pay			1,090.00	0-Regular Pay	708.75	11,990.00	Federal W/H	79.61	641.53		005114
		PA					3-Holiday	30.00	30.00	OASDI	45.15	394.70		NORMAL
		PA								Medicare	10.56	92.31		
		PA								State W/H: PA	22.36	195.45		
		PA								PA: EE SUI	0.66	5.75		
			Totals:		88.25	728.41	Total YTD:	757.00	6,365.19		158.34			570.07
59	169-58-6156	PA	0-Regular Pay	7.25	72.50	525.63	0-Regular Pay	830.25	6,019.33	Federal W/H	87.83	970.53		005115
		PA					0-OverTime Pay	53.75	594.54	OASDI	67.58	745.24		NORMAL
		PA								Medicare	15.81	174.30		
		PA								State W/H: PA	33.46	368.98		
		PA								PA: EE SUI	0.98	10.81		
			Totals:		1,090.00	1,090.00	Total YTD:	884.00	6,613.87		205.66			884.34
53	194-64-4443	PA	0-Regular Pay	7.25	79.75	578.19	0-Regular Pay	752.25	5,453.81	Federal W/H	43.96	345.89		005118
		PA	0-OverTime Pay	10.875	4.00	43.50	0-OverTime Pay	29.25	318.10	OASDI	38.63	357.85		NORMAL
		PA								Medicare	9.02	83.69		
		PA								State W/H: PA	19.09	177.22		
		PA								PA: EE SUI	0.56	5.21		
			Totals:		83.75	621.69	Total YTD:	781.50	5,771.91		111.18			510.51

W = Work State R = Resident State

Employee Number and Employee Name		Fed: Married	Rate / Salary	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
Elite	SSN No.	Federal Vn	Rate	Rate	Dept. No.	Regular Hours	Overtime Hours	Amount	Amount	Description	Amount	Limit	Balance
Birth	Pay/Freq	State Vn	Rate	Rate	Dept. No.	Regular Hours	Overtime Hours	Amount	Amount	Description	Amount	Limit	Balance
Type	DB	BIC	State Vn	Rate	Dept. No.	Regular Hours	Overtime Hours	Amount	Amount	Description	Amount	Limit	Balance
139	Dowell, Jodi	Fed: Married 2	(1) 7,0000	0	1								
11-20-2006	176-60-2093		(2)	0									
	Bi-Weekly	PA: No Status	(3)	0									
Regular	None			0									
161	Wells, Robert D.	Fed: Married 0	(1) 6,2500	0	1								
05-2007	123-44-4472		(2)	0									
	Bi-Weekly	PA: No Status	(3)	0									
Regular	None			0									
77	Curtis, Martha	Fed: Married 0	(1) 8,0000	0	3								
11-20-2006	547-86-4828		(2)	0									
	Bi-Weekly	PA: No Status	(3)	0									
Regular	None			0									
55	Jashurek, Darlene M.	Fed: Married 0	(1) 8,1500	0	3								
11-20-2006	179-50-2909		(2)	0									
	Bi-Weekly	PA: No Status	(3)	0									
Regular	None			0									
95	Oyler, Cindy	Fed: Married 0	(1) 7,2500	0	3								
11-20-2006	186-54-6190		(2)	0									
	Bi-Weekly	PA: No Status	(3)	0									
Regular	None			1,090.00									
59	Paget, Kyle	Fed: Single 0	(1) 7,2500	0	3								
11-20-2006	169-58-6156		(2)	0									
	Bi-Weekly	PA: No Status	(3)	0									
Regular	None			0									
										D 1-Child Support	91.38		

Employee Number and Employee Name		SSN No.	Federal Vn	Fx/Fed	Rates / Salary & Raise Dates	Rate Chg	Dept No.	Regular Hours	Overtime Hours	Cd	Other Pays Hours	Amount	Cd	Other Ded's Amount	Cd	Description	Amount	Limit	Balance
53	Wolff, Jennifer A.				(1) 72900 (12-06-06)		3												
11-20-2006	194-64-4443	Fed: Single 1			(2) 0														
	Bi-Weekly	PA: No Status			(3) 0														
Regular		None			0														

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Employee Name (State for)		Dept. No.	Pays		Year-to-Date		Taxes		Deductions & Memos		CK. No.			
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD Amount	YTD Amount	Type
161	123-44-4472	PA	0-Regular Pay	6.25	10.00	62.50	0-Regular Pay	137.00	856.26	Federal W/H	0.00	0.00	0.00	005120
			Bi-Weekly				Medicare		3.88	OASDI	0.91	53.09	12.42	NORMAL
			PA	No Status			State W/H-PA		1.92	PA: EE SUI	0.06	26.28	0.78	
Employee Totals			Totals:		28.75	201.25	Total YTD:	403.50	2,840.26		21.77			179.48
	547-46-4828	PA	0-Regular Pay	8.00	73.75	590.00	0-Regular Pay	857.50	6,880.00	Federal W/H	28.23	332.96	435.36	005121
			Bi-Weekly				OASDI		36.58	Medicare	8.56	101.82	18.11	NORMAL
			PA	No Status			State W/H-PA		18.11	PA: EE SUI	0.53	215.56	6.30	
Employee Totals			Totals:		10.00	62.50	Total YTD:	137.00	656.26		6.77			55.73
55	179-50-2909	PA	0-Regular Pay	8.15	80.00	652.00	0-Regular Pay	788.75	6,428.32	Federal W/H	63.15	709.68	435.12	005122
			Bi-Weekly				OASDI		40.42	Medicare	9.45	101.76	215.47	NORMAL
			PA	No Status			State W/H-PA		20.02	PA: EE SUI	0.59	6.34		
Employee Totals			Totals:		80.00	652.00	Total YTD:	837.00	7,022.00		92.01			497.99
95	186-54-5190	PA	0-Regular Pay			1,090.00	0-Regular Pay		13,080.00	Federal W/H	87.83	1,058.46	812.82	005123
			Bi-Weekly				3-Holiday		30.00	OASDI	67.58	190.10	402.44	NORMAL
			PA	No Status			Medicare		15.80	State W/H-PA	33.46	11.79		
Employee Totals			Totals:			1,090.00	Total YTD:	13,110.00		205.65				894.35
59	189-58-5156	PA	0-Regular Pay	7.25	80.00	580.00	0-Regular Pay	910.25	6,599.33	Federal W/H	62.65	727.05	447.59	005124
			Bi-Weekly				OverTime Pay		35.34	OASDI	38.15	104.68	221.63	NORMAL
			PA	No Status			Medicare		8.93	State W/H-PA	18.89	6.50		
Employee Totals			Totals:		83.25	615.34	Total YTD:	987.25	7,219.21		129.17			394.79
53	194-64-4443	PA	0-Regular Pay	7.25	70.75	512.94	0-Regular Pay	823.00	5,965.75	Federal W/H	28.02	373.91	389.66	005126
			Bi-Weekly				OverTime Pay		29.25	OASDI	31.81	91.13	192.97	NORMAL
			PA	No Status			Medicare		7.44	State W/H-PA	15.75	5.67		
Employee Totals			Totals:		70.75	512.94	Total YTD:	852.25	6,284.65		83.46			429.46

Employee Number and Employee Name	SSN No.	Federal Wh	Fed/Ex	Rates / Salary	Rate	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automate Pays and Deductions	Balance	
Birth	Pay Freq.	State Wh	Fed/Ex	& Raise Dates	Clg				Amount	Amount	Description	Amount	
Type	DD	EIC	State Wh	(R)	Fy/Ex				Cd	Cd		Limit	
139 Dowell, Jodi													
11-20-2006	176-60-2093	Fed:	Married	2		(1)	7,000	0					
	Bi-Weekly	PA:	No Status			(2)		0					
						(3)		0					
Regular		None						0					
161 Wells, Robert D.													
11-05-2007	123-44-4472	Fed:	Married	0		(1)	6,250	0					
	Bi-Weekly	PA:	No Status			(2)		0					
						(3)		0					
Regular		None						0					
77 Curtis, Martha													
11-20-2006	547-86-4828	Fed:	Married	0		(1)	8,000	0					
	Bi-Weekly	PA:	No Status			(2)		0					
						(3)		0					
Regular		None						0					
55 Jashurek, Darlene M.													
11-20-2006	179-50-2909	Fed:	Single	0		(1)	8,150	0					
	Bi-Weekly	PA:	No Status			(2)		0					
						(3)		0					
Regular		None						0					
95 Oyler, Cindy													
11-20-2006	186-54-6190	Fed:	Married	0		(1)		0					
	Bi-Weekly	PA:	No Status			(2)		0					
						(3)		0					
Regular		None						1,090.00					
59 Pagel, Kyle													
11-20-2006	169-58-6156	Fed:	Single	0		(1)	7,250	0					
	Bi-Weekly	PA:	No Status			(2)		0					
						(3)		0					
Regular		None						0					
											D	1-Child Support	91.38

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Employee Name (State for)		Dept. No.	Pays		Year-to-Date		Taxes		Deductions & Memos		Ck. No.						
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type	
161	123-44-4472	PA	0-Regular Pay	6.25	20.75	129.69	0-Reguar Pay	157.75	985.95	Federal W/H	0.00	0.00				005128	
			BI-Weekly				Medicare		8.04	OASDI	1.88	61.13				NORMAL	
							State W/H-PA		3.98	PA-EE SUI	0.12	30.26					
			PA				PA-EE SUI		0.12		14.02	0.90					
			Employee Totals		18.50	129.50	Total YTD:	422.00	2,959.75								115.50
			0-Regular Pay	8.00	72.25	578.00	0-Regular Pay	929.75	7,438.00	Federal W/H	27.03	359.99				005129	
			BI-Weekly				OverTime Pay	13.50	182.00	OASDI	35.94	471.20				NORMAL	
			PA				Medicare		8.38	State W/H-PA	17.74	233.30					
			PA				PA-EE SUI		0.52		89.51	6.82					
			Employee Totals		72.25	578.00	Total YTD:	943.25	7,600.00								488.49
			0-Regular Pay	8.15	80.00	652.00	0-Regular Pay	868.75	7,080.32	Federal W/H	94.28	803.96				005130	
			BI-Weekly				OverTime Pay	62.50	764.08	OASDI	51.24	486.36				NORMAL	
			PA				Medicare		11.98	State W/H-PA	23.36	240.83					
			PA				PA-EE SUI		0.74		183.60	7.08					
			Employee Totals		94.25	828.21	Total YTD:	931.25	7,844.40								642.61
			0-Regular Pay			1,090.00	0-Regular Pay		14,170.00	Federal W/H	87.83	1,146.29				005131	
			BI-Weekly				3-Holiday		30.00	OASDI	67.58	880.40				NORMAL	
			PA				Medicare		15.81	State W/H-PA	33.46	205.91					
			PA				PA-EE SUI		0.98		205.66	12.77					
			Employee Totals			1,090.00	Total YTD:		14,200.00								884.34
			0-Regular Pay	7.25	80.00	580.00	0-Regular Pay	999.25	7,179.33	Federal W/H	76.15	805.20	1-Child Support	91.38	1,096.56	005132	
			BI-Weekly				OverTime Pay	89.75	788.54	OASDI	44.56	492.15				NORMAL	
			PA				Medicare		10.42	State W/H-PA	22.06	243.69					
			PA				PA-EE SUI		0.85		155.84	7.15					
			Employee Totals		92.75	718.66	Total YTD:	1,090.00	7,937.87								471.44
			0-Regular Pay	7.25	79.75	578.19	0-Regular Pay	902.75	6,544.94	Federal W/H	37.46	411.37				005134	
			BI-Weekly				OverTime Pay	29.25	318.10	OASDI	35.85	425.51				NORMAL	
			PA				Medicare		8.38	State W/H-PA	17.75	99.51					
			PA				PA-EE SUI		0.52		99.96	6.19					
			Employee Totals		79.75	578.19	Total YTD:	932.00	6,863.04								478.23

* W = Work State * R = Resident State

Employee Number and Employee Name		Fed: Single	Rates / Salary & Raise Dates	Rate Chg	Dept No	Regular Hours	Overtime Hours	Other Pays		Other Ded's		Automatic Pays and Deductions				
SSN No.	Federal Wh. (NY)							Cd	Hours	Amount	Cd	Amount	Description	Amount	Limit	Balance
53 Wolff, Jennifer A.																
11-20-2006	194-64-4443	Fed: Single 1	(1) 7250 (12-06-06)		3											
	Bi-Weekly	P.A.: No Status	(2) 0													
Regular		None	(3) 0													

Pay Period Start: -- -- End: -- --
 Co. No. 1412 PA 3 State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- Last Check Date: 06-22-2007
 Page: F 2

Employee Name (State for)	Emp. No.	SSN No.	Tax Status	Dept. No.	Pay				Taxes				Deductions & Memos			CK No.											
					Description	Current Rate	Hours	Pay	Description	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type												
Dowell, Joel	139	176-60-2093	PA 2	1	0-Regular Pay	7.00	27.75	194.25	0-Regular Pay	445.25	3,116.75	Federal W/H	0.00	0.00				005133	NORMAL	173.27							
		Fed: Married	PA		OverTime Pay			47.25	Medicare	12.03	196.16	State W/H-PA	2.82	45.89													
		PA No Status			Totals:		27.75	194.25	PA: EE SUI	5.96	97.14		0.17	2.83													
Employee Totals							27.75	194.25		20.96	3,164.00																
Curtis, Martha	77	547-86-4828	PA 0	3	0-Regular Pay	8.00	72.50	580.00	0-Regular Pay	1,002.25	8,018.00	Federal W/H	27.23	387.22							005138	NORMAL	490.07				
		Fed: Married	PA		OverTime Pay			13.50	Medicare	35.96	507.16	State W/H-PA	8.41	118.61													
		PA No Status			Totals:		72.50	593.50	PA: EE SUI	17.81	251.11		0.52	7.34													
Employee Totals							72.50	593.50		89.93	8,180.00																
Shurek, Darlene M.		179-50-2909	PA 0	3	0-Regular Pay	8.15	80.00	652.00	0-Regular Pay	948.75	7,732.32	Federal W/H	68.15	872.11									005137	NORMAL	613.38		
		Fed: Single	PA		OverTime Pay			62.50	Medicare	40.41	526.77	State W/H-PA	9.45	123.19													
		PA No Status			Totals:		80.00	714.50	PA: EE SUI	20.02	260.85		0.59	7.67													
Employee Totals							80.00	714.50		138.62	8,496.40																
Oyler, Cindy	95	186-54-6190	PA 0	3	0-Regular Pay			1,090.00	0-Regular Pay	1,065.50	15,260.00	Federal W/H	87.83	1,234.12										005138	NORMAL	894.35	
		Fed: Married	PA		3-Holiday				Medicare	15.80	221.71	State W/H-PA	33.46	469.35													
		PA No Status			Totals:			1,090.00	PA: EE SUI	0.96	13.75		205.65														
Employee Totals								1,090.00		1,011.25	15,290.00																
Page, Kyle	59	169-58-6156	PA 0	3	0-Regular Pay	7.25	75.25	545.56	0-Regular Pay	1,065.50	7,724.89	Federal W/H	52.18	857.38	1-Child Support	91.38	1,187.94								005139	NORMAL	894.35
		Fed: Single	PA		OverTime Pay			69.75	Medicare	7.91	123.01	State W/H-PA	16.75	260.44													
		PA No Status			Totals:		75.25	615.31	PA: EE SUI	0.49	7.64		111.15														
Employee Totals							75.25	615.31		1,136.25	8,483.43																
Wolff, Jennifer A.	53	194-64-4443	PA 1	3	0-Regular Pay	7.25	72.25	523.81	0-Regular Pay	975.00	7,058.75	Federal W/H	29.30	440.67											005141	NORMAL	343.03
		Fed: Single	PA		OverTime Pay			29.25	Medicare	7.60	107.11	State W/H-PA	16.08	226.80													
		PA No Status			Totals:		72.25	553.06	PA: EE SUI	0.47	6.65		85.93														
Employee Totals							72.25	553.06		1,004.25	7,386.65																

Employee Number and Employee Name		SSN No.	Federal Wh.	Ever	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions				
Birth	Pay Freq	DD	State Wh.	Exempt						Amount	Amount	Description	Amount	Limit	Balance	
Type	DD	EC	State Wh.	Exempt												
139 Dowell, Jodi																
11-20-2006	176-40-2093		Fed: Married	2	(2)	0	1									
	Bi-Weekly		P.A.: No Status		(3)	0										
Regular		None				0										
77 Curtis, Martha																
20-2006	547-86-4828		Fed: Married	0	(2)	0	3									
	Bi-Weekly		P.A.: No Status		(3)	0										
Regular		None				0										
55 Jashurek, Dorene M.																
11-20-2006	179-50-2909		Fed: Single	0	(2)	0	3									
	Bi-Weekly		P.A.: No Status		(3)	0										
Regular		None				0										
95 Oyler, Cindy																
11-20-2006	186-54-6190		Fed: Married	0	(2)	0	3									
	Bi-Weekly		P.A.: No Status		(3)	0										
Regular		None				1,090.00										
59 Pagel, Kyle																
20-2006	169-58-6156		Fed: Single	0	(2)	0	3					0	1-Child Support	91.38		
	Bi-Weekly		P.A.: No Status		(3)	0										
Regular		None				0										
53 Wolff, Jennifer A.																
11-20-2006	194-64-4443		Fed: Single	1	(2)	0	3									
	Bi-Weekly		P.A.: No Status		(3)	0										
Regular		None				0										

Employee Name (State for)	Emp. No.	SSN No.	UCI	Dept. No.	Pays			Taxes			Deductions & Memos			Cl. No.	
					Description	Rate	Hours	Description	Hours	Amount	Description	Amount	YTD Amount		Description
Dowell, Joel	139	176-60-2093	PA	1	O-Regular Pay	7.00	29.50	206.50	O-Regular Pay	474.75	3,323.25	Federal WH	0.00	0.00	005142
		Fed. Married	PA		Overtime Pay				Overtime Pay	4.50	47.25	Medicare	12.61	208.97	NORMAL
		PA No Status	2						PA, State WH	6.34	103.48	PA, EE SUI	0.19	3.02	
Employee Totals					Totals:		29.50	206.50	Total YTD:	479.25	3,370.50				184.17
Curtis, Martha	77	647-86-4828	PA	3	O-Regular Pay	8.00	80.00	640.00	O-Regular Pay	1,082.25	8,658.09	Federal WH	33.23	420.45	005143
		Fed. Married	PA		Overtime Pay				Overtime Pay	13.50	162.00	QASDI	39.68	546.84	NORMAL
		PA No Status	0						Medicare	9.28	127.89	PA, State WH	19.65	270.76	
Employee Totals					Totals:		80.00	640.00	Total YTD:	1,095.75	8,820.09				537.58
Shurek, Darlene M.	3	179-50-2909	PA	3	O-Regular Pay	8.15	80.00	652.00	O-Regular Pay	1,028.75	8,384.32	Federal WH	84.19	966.30	005144
		Fed. Single	PA		Overtime Pay	12.225	8.75	106.97	Overtime Pay	71.25	871.05	QASDI	47.07	573.84	NORMAL
		PA No Status	0						Medicare	11.02	134.21	PA, State WH	23.30	284.15	
Employee Totals					Totals:		88.75	758.97	Total YTD:	1,100.00	9,255.37				592.71
Oyer, Cindy	95	186-54-6190	PA	3	O-Regular Pay			1,080.00	O-Regular Pay		16,350.00	Federal WH	87.83	1,321.95	005145
		Fed. Married	PA						3-Holiday		30.00	QASDI	67.58	1,015.58	NORMAL
		PA No Status	0									Medicare	15.81	237.52	
Employee Totals					Totals:			1,080.00	Total YTD:		16,380.00				884.34
Paget, Kyle	59	169-88-6156	PA	3	O-Regular Pay	7.25	77.25	560.06	O-Regular Pay	1,142.75	8,284.59	Federal WH	54.36	911.74	1-Child Support
		Fed. Single	PA						Overtime Pay	69.75	758.54	QASDI	34.72	560.69	91.38
		PA No Status	0									Medicare	8.12	131.13	
Employee Totals					Totals:		77.25	560.06	Total YTD:	1,212.50	9,043.49				353.79
Wolff, Jennifer A.	53	194-54-4443	PA	3	O-Regular Pay	7.25	58.50	424.13	O-Regular Pay	1,033.50	7,492.88	Federal WH	19.14	459.81	005148
		Fed. Single	PA						Overtime Pay	29.25	318.10	QASDI	26.29	494.28	NORMAL
		PA No Status	1									Medicare	6.15	113.26	
Employee Totals					Totals:		58.50	424.13	Total YTD:	1,062.75	7,810.98				359.15

PAYROLL REGISTER

Employee Name Emp. No. Pay Freq.	(State for) SSN No. Tax Status	UJI	Dept. No.	Pay			Description	Year-to-Date Hours	Amount	Tax Description	Taxes			Deductions & Memos			Ch. No. Type Net Pay			
				Current Rate	Hours	Pay					Current Amount	YTD Amount	Description	Current Amount	YTD Amount					
Dowell, Jodi 139 Bi-Weekly	176-50-2093 PA Married PA No Status		1	0-Regular Pay	7.00	28.50	198.50	503.25	3,522.75	Federal WH OASDI Medicare PA: State WH PA: EE SUI	0.00 12.37 2.89 6.12 0.16	0.00 221.34 51.76 109.60 3.29				005149 NORMAL	177.94			
Employee Totals				Totals:	23.50	198.50	307.25	3,570.00	21.56									177.94		
Curtis, Martha 77 Bi-Weekly	547-86-4828 PA Married PA No Status		3	0-Regular Pay	8.00	75.00	600.00	1,157.25	9,258.00	Federal WH OASDI Medicare PA: State WH PA: EE SUI	29.23 37.20 8.70 18.42 0.54	449.68 594.04 136.59 289.18 8.46				005150 NORMAL				
Employee Totals				Totals:	75.00	600.00	1,170.75	9,420.00	94.09										505.91	
Shurek, Darlene M. 5 Bi-Weekly	179-50-2809 PA Single PA No Status		3	0-Regular Pay	8.15	80.00	652.00	1,108.75	9,036.32	Federal WH OASDI Medicare PA: State WH PA: EE SUI	68.15 40.41 9.44 20.02 0.59	1,024.45 614.25 143.65 304.17 8.94				005151 NORMAL				
Employee Totals				Totals:	80.00	652.00	1,180.00	9,307.37	138.61										513.39	
Oyler, Cindy 95 Bi-Weekly	186-54-6190 PA Married PA No Status		3	0-Regular Pay			1,090.00	3-Holiday	17,440.00	Federal WH OASDI Medicare PA: State WH PA: EE SUI	87.83 67.58 15.80 33.46 0.98	1,409.78 1,083.14 253.32 536.28 15.71				005152 NORMAL				
Employee Totals				Totals:			1,090.00	Total YTD:	17,470.00	205.65								884.35		
Paget, Kyle 59 Bi-Weekly	169-58-6156 PA Single PA No Status		3	0-Regular Pay	7.25	80.00	580.00	1,222.75	8,864.99	Federal WH OASDI Medicare PA: State WH PA: EE SUI	57.35 35.97 8.41 17.81 0.52	969.09 596.66 139.54 255.44 8.66				1-Child Support	91.38	1,370.70	005153 NORMAL	
Employee Totals				Totals:	80.00	580.00	1,292.50	9,623.49	120.65										368.55	
Wolff, Jennifer A. 53 Bi-Weekly	194-64-4443 PA Single PA No Status		3	0-Regular Pay	7.25	71.00	514.75	1,104.50	8,007.63	Federal WH OASDI Medicare PA: State WH PA: EE SUI	28.21 31.91 7.46 15.80 0.46	488.02 516.19 120.72 255.62 7.50						005155 NORMAL		
Employee Totals				Totals:	71.00	514.75	1,183.75	8,325.73	83.84										430.91	

Employee Number and Employee Name		Federal Wk	Fed/Fed	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions	
Hire	SSN No.	Federal Wk	Fed/Fed		Chg	No.	Hours	Hours	Amount	Amount	Description	Amount
Birth	Pay Freq	State Wk	Fed/Fed									Limit
Type	DD	E/C	State Wk	Fed/Fed								Balance
139	Dowell, Jodi			(1) 7,0000	0	1						
11-20-2006	176-60-2093	Fed: Married 2	(2)	0								
	Bi-Weekly	PA: No Status	(3)	0								
	Regular	None		0								
77	Curtis, Martha			(1) 8,0000	0	3						
11-20-2006	547-86-4828	Fed: Married 0	(2)	0								
	Bi-Weekly	PA: No Status	(3)	0								
	Regular	None		0								
55	Jashurek, Darlene M.			(1) 8,1500	0	3						
11-20-2006	179-50-2909	Fed: Single 0	(2)	0								
	Bi-Weekly	PA: No Status	(3)	0								
	Regular	None		0								
95	Oyler, Andy			(1) 0	0	3						
11-20-2006	186-54-6190	Fed: Married 0	(2)	0								
	Bi-Weekly	PA: No Status	(3)	0								
	Regular	None		1,090.00	0							
59	Paget, Kyle			(1) 7,2500	0	3					D 1-Child Support	91.38
11-20-2006	169-58-6156	Fed: Single 0	(2)	0								
	Bi-Weekly	PA: No Status	(3)	0								
	Regular	None		0								
53	Wolff, Jennifer A.			(1) 7,2500 (12-06-06)	0	3						
11-20-2006	194-64-4443	Fed: Single 1	(2)	0								
	Bi-Weekly	PA: No Status	(3)	0								
	Regular	None		0								

Employee Name (State for)		Dept. No.	Pays			Year-to-Date			Taxes			Deductions & Memos			Cl. No.	
Emp. No.	SSN No.	UCI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Amount	YTD Amount	Description	Current Amount	YTD Amount	Type
139	176-60-2093	PA	0-Regular Pay	7.00	8.50	59.50	0-Regular Pay	511.75	3,582.25	Federal WH	0.00	0.00				NORMAL
							OverTime Pay	4.50	47.25	OASDI	0.87	225.03				
										Medicare	0.05	52.63				
										PA: State WH	1.83	111.43				
										PA: EE SUI	0.05	3.25				
			Totals:		8.50	59.50	Total YTD:	516.25	3,629.50		6.44					53.06
			Employee Totals													
77	547-86-4828	PA	0-Regular Pay	8.00	73.25	586.00	0-Regular Pay	1,230.50	9,844.00	Federal WH	27.83	477.51				NORMAL
							OverTime Pay	13.50	162.00	OASDI	36.33	620.37				
										Medicare	8.50	145.09				
										PA: State WH	17.99	307.17				
										PA: EE SUI	0.53	8.99				
			Totals:		83.25	586.00	Total YTD:	1,244.00	10,005.00		91.18					494.82
			Employee Totals													
95	186-54-6190	PA	0-Regular Pay	8.15	80.00	652.00	0-Regular Pay	1,188.75	9,688.32	Federal WH	86.15	1,092.60				NORMAL
							OverTime Pay	71.25	871.05	OASDI	40.43	654.68				
										Medicare	9.46	153.11				
										PA: State WH	20.02	324.19				
										PA: EE SUI	0.93	9.53				
			Totals:		80.00	652.00	Total YTD:	1,260.00	10,559.37		138.65					513.35
			Employee Totals													
59	169-56-6196	PA	0-Regular Pay	7.25	77.75	563.69	0-Regular Pay	1,300.50	9,428.64	Federal WH	56.12	1,025.21	1-Child Support	\$1.38	1,462.08	NORMAL
			OverTime Pay	10.875	0.75	8.16	OverTime Pay	70.50	766.70	OASDI	35.45	632.11				
										Medicare	8.29	147.83				
										PA: State WH	17.56	313.00				
										PA: EE SUI	0.51	9.17				
			Totals:		78.50	571.85	Total YTD:	1,371.00	10,195.34		117.93			\$1.38		362.54
			Employee Totals													
53	194-64-4443	PA	0-Regular Pay	7.25	70.25	509.31	0-Regular Pay	1,174.75	8,516.94	Federal WH	27.86	515.68				NORMAL
							OverTime Pay	29.25	318.10	OASDI	31.59	547.78				
										Medicare	7.38	128.10				
										PA: State WH	15.64	271.26				
										PA: EE SUI	0.46	7.96				
			Totals:		70.25	509.31	Total YTD:	1,204.00	8,838.04		82.73					426.58
			Employee Totals													

Employee Name (State for)		Dept	Pays			Taxes			Deductions & Menos			Cl. No.				
Emp. No.	SSN No.	UICI	Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current	YTD	Description	Current	YTD	Type
139	176-60-2093	PA	O-Regular Pay	7.00	40.75	285.25	O-Regular Pay	552.50	3,867.50	Federal WH	0.00	0.00				005163
			Overtime Pay				Overtime Pay	4.50	47.25	OASDI	17.69	242.72				NORMAL
			Totals:		40.75	285.25	Total YTD:	557.00	3,914.75	Medicare	4.14	56.77				
										PA, State WH	8.76	120.19				
										PA, EE SUI	0.26	3.51				
											30.66					264.40
Employee Totals																
77	547-86-4828	PA	O-Regular Pay	8.00	64.00	512.00	O-Regular Pay	1,294.50	10,356.00	Federal WH	20.43	497.94				005164
			Overtime Pay				Overtime Pay	13.50	162.00	OASDI	31.74	652.11				NORMAL
			Totals:		64.00	512.00	Total YTD:	1,308.00	10,518.00	Medicare	7.42	152.51				
										PA, State WH	15.72	322.89				
										PA, EE SUI	0.46	9.45				
											75.77					436.23
Employee Totals																
55	179-50-2909	PA	O-Regular Pay	8.15	78.00	636.70	O-Regular Pay	1,265.75	10,324.02	Federal WH	65.70	1,158.30				005165
			Overtime Pay				Overtime Pay	71.25	871.05	OASDI	39.41	694.09				NORMAL
			Totals:		78.00	636.70	Total YTD:	1,338.00	11,195.07	Medicare	9.22	162.33				
										PA, State WH	19.62	343.71				
										PA, EE SUI	0.57	10.10				
											134.42					501.28
Employee Totals																
95	186-54-6190	PA	O-Regular Pay			1,090.00	O-Regular Pay	1,969.25	19,620.00	Federal WH	68.21	1,565.82				005166
			Overtime Pay				Overtime Pay	70.50	766.70	OASDI	67.58	1,218.30				NORMAL
			Totals:			1,090.00	Total YTD:	1,939.75	19,650.00	Medicare	15.90	284.93				
										PA, State WH	33.46	603.20				
										PA, EE SUI	0.98	17.67				
											186.03					903.97
Employee Totals																
59	169-58-6156	PA	O-Regular Pay	7.25	68.75	498.44	O-Regular Pay	1,369.25	9,927.08	Federal WH	45.11	1,070.32				005167
			Overtime Pay				Overtime Pay	70.50	766.70	OASDI	30.30	663.01				NORMAL
			Totals:		68.75	498.44	Total YTD:	1,439.75	10,693.78	Medicare	7.23	155.06				
										PA, State WH	15.30	328.30				
										PA, EE SUI	0.45	9.62				
											98.99					308.07
Employee Totals																
163	211-56-3417	PA	O-Regular Pay	6.55	30.00	196.50	O-Regular Pay	30.00	196.50	Federal WH	9.46	9.46				005169
			Overtime Pay				Overtime Pay	29.25	318.10	OASDI	12.18	12.18				NORMAL
			Totals:		30.00	196.50	Total YTD:	30.00	196.50	Medicare	2.85	2.85				
										PA, State WH	6.03	6.03				
										PA, EE SUI	0.18	0.18				
											30.70					165.80
Employee Totals																
53	194-64-4443	PA	O-Regular Pay	7.25	71.25	516.56	O-Regular Pay	1,246.00	9,033.50	Federal WH	28.39	544.07				005170
			Overtime Pay				Overtime Pay	29.25	318.10	OASDI	32.02	579.80				NORMAL
			Totals:		71.25	516.56	Total YTD:	1,275.25	9,351.60	Medicare	15.86	287.12				
										PA, State WH	0.46	8.42				
										PA, EE SUI	84.23					
																432.33
Employee Totals																

Employee Name (State)	SSN No.	Tax Status	Dept. No.	Current			Year-to-Date			Taxes			Deductions & Menus			CL No.	
				Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount		YTD Amount
Dowell, Jodi	176-50-2093	PA	1	0-Regular Pay	7.00	27.50	192.50	0-Regular Pay	580.00	4,060.00	Federal WH	0.00	0.00			005171	
								OverTime Pay	4.50	47.25	Medicare	2.78	254.65				
Employee Totals				Totals:		27.50	192.50	Total YTD:	584.50	4,107.25		20.79				171.71	
Curtis, Martha	547-56-4828	PA	3	0-Regular Pay	8.00	61.25	490.00	0-Regular Pay	1,355.75	10,846.00	Federal WH	18.23	516.17			005172	
								OverTime Pay	13.50	162.00	OASDI	30.36	682.50				
Employee Totals				Totals:		61.25	490.00	Total YTD:	1,369.25	11,008.00		71.21				418.79	
Shurek, Darlene M.	179-50-2939	PA	3	0-Regular Pay	8.15	77.50	631.63	0-Regular Pay	1,344.25	10,955.69	Federal WH	65.09	1,223.39			005173	
								OverTime Pay	71.25	871.05	OASDI	39.16	733.25				
Employee Totals				Totals:		77.50	631.63	Total YTD:	1,415.50	11,826.70		133.37				498.26	
Oyler, Cindy	186-54-6190	PA	3	0-Regular Pay			1,090.00	0-Regular Pay	20,710.00	30.00	69.21	1,634.03			005174		
								3-Holiday	70.50	766.70	OASDI	67.58	1,285.88				
Employee Totals				Totals:			1,090.00	Total YTD:	20,780.50		186.04					903.96	
Sage, Janet	211-56-3417	PA	3	0-Regular Pay	7.25	77.25	560.06	0-Regular Pay	1,448.50	10,487.14	Federal WH	54.36	1,124.68	1-Child Support	91.38	1,644.84	005175
								OverTime Pay	70.50	766.70	OASDI	34.72	697.73				
Employee Totals				Totals:		77.25	560.06	Total YTD:	1,517.00	11,253.88		114.89		91.38		353.79	
Wolff, Jennifer A.	194-04-4443	PA	3	0-Regular Pay	7.25	71.25	516.56	0-Regular Pay	1,317.25	9,550.06	Federal WH	28.39	572.46			005178	
								OverTime Pay	29.25	318.10	OASDI	32.03	611.83				
Employee Totals				Totals:		42.75	280.01	Total YTD:	72.75	476.51		48.08				231.93	

Employee Number and Employee Name	SSN No.	Federal Wh	Fed/PA	Rates / Salary	Rate Chg	Dept No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Balance	
Birth Type	Pay Freq	State Wh	PA/Reg						Cd	Amount	Cd	Amount	Limit
DD	EIC	State Wh	*/(0)	Fed/PA									
139 Dowell, Jodi													
11-20-2006	176-60-2093	Fed: Married 2		(1) 7,000	0	1							
	Bi-Weekly	PA: No Status		(2)	0								
	Regular	None		(3)	0								
77 Curtis, Martha													
1-20-2006	547-86-4828	Fed: Married 0		(1) 8,000	0	3							
	Bi-Weekly	PA: No Status		(2)	0								
	Regular	None		(3)	0								
55 Jashurek, Darlene M.													
11-20-2006	179-50-2909	Fed: Single 0		(1) 8,150	0	3							
	Bi-Weekly	PA: No Status		(2)	0								
	Regular	None		(3)	0								
95 Oyer, Andy													
11-20-2006	186-54-6190	Fed: Married 1		(1) 0	0	3							
	Bi-Weekly	PA: No Status		(2)	0								
	Regular	None		(3)	0								
59 Pagel, Kyle													
1-20-2006	169-58-6156	Fed: Single 0		(1) 7,250	0	3					D	1-Child Support	91.38
	Bi-Weekly	PA: No Status		(2)	0								
	Regular	None		(3)	0								
163 Sage, Janet													
08-17-2007	211-56-3417	Fed: Single 0		(1) 6,550	0	3							
	Bi-Weekly	PA: No Status		(2)	0								
	Regular	None		(3)	0								

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Employee Number and Employee Name													
Employee Number	SSN No.	Federal W/H	P/L	Rates / Salary & Raise Dates	Rate Chg.	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Balance	
Birth	Pay Freq	State W/H	F/T/Ex						Ed	Ed	Description	Amount	Limit
Type	DD	EIC	State W/H	(R)	F/T/Ex								
53	Wolf, Jennifer A.			(1)	72500 (12-06-06)		3						
11-20-2006	194-64-4443	Fed: Single	1	(2)	0								
	Bi-Weekly	PA: No Status		(3)	0								
Regular		None			0								

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Employee Name (State for)		Dept. No.	Pays		Year-to-Date		Taxes		Deductions & Memos		CK No.		
Emp No.	SSN No. UCI	No.	Current Rate	Hours	Pay	Hours	Amount	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type
139	176-60-2093 PA	1	7.00	17.75	124.25	4.50	4,184.25	0.00	282.35				005179
	Bi-Weekly Fed: Married PA No Status						47.25	1.81	61.36				NORMAL
	Employee Totals				174.25	602.25	4,231.50	13.43	379				110.82
77	547-96-4828 PA	3	8.00	56.50	452.00	13.50	11,298.00	14.43	530.60				005180
	Bi-Weekly Fed: Married PA No Status						162.00	28.02	710.52				NORMAL
	Employee Totals				174.25	602.25	4,231.50	13.43	379				110.82
55	179-50-2909 PA	3	8.15	80.00	652.00	71.25	11,607.65	68.15	1,291.54				005181
	Bi-Weekly Fed: Single PA No Status						871.05	40.43	773.68				NORMAL
	Employee Totals				80.00	1,495.50	12,478.70	138.64	1,286				513.36
95	186-54-6190 PA	3	0.00	0.00	1,090.00	3-Hockey	21,800.00	68.21	1,702.24				005182
	Bi-Weekly Fed: Married PA No Status						30.00	67.80	1,353.46				NORMAL
	Employee Totals				0.00	1,090.00	21,830.00	166.03	1,763.77	1-Child Support	91.38	1,736.22	903.97
59	169-58-6156 PA	3	7.25	74.25	538.31	70.50	11,025.45	51.03	1,175.77				005183
	Bi-Weekly Fed: Single PA No Status						766.70	33.33	731.12				NORMAL
	Employee Totals				538.31	1,581.25	11,792.15	109.30	1,060				337.63
163	211-55-3417 PA	3	6.55	26.75	175.21	99.50	651.72	7.33	34.50				005185
	Bi-Weekly Fed: Single PA No Status						651.72	10.86	40.40				NORMAL
	Employee Totals				175.21	99.50	651.72	26.27	0.59				148.94
53	194-64-4443 PA	3	7.25	71.75	520.19	29.25	10,070.25	28.76	601.22				005186
	Bi-Weekly Fed: Single PA No Status						318.10	32.25	644.08				NORMAL
	Employee Totals				520.19	1,418.25	10,388.35	84.99	9.35				435.20

Employee Number and Employee Name		SSN No.	Federal W/H	pa/ea	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pys and Deductions	Balance
Birth	Pay Freq.	State W/H	pa/ea	Rates / Salary	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pys and Deductions	Balance	
Type	DD	ETC	State W/H	pa/ea	Rate	Dept.	Regular	Overtime	Other Pays	Other Ded's	Automatic Pys and Deductions	Balance	
139 Dowell, Jodi													
11-20-2006	176-60-2093		Fed: Married 2	(2)	7,000	0	1						
	Bi-Weekly		PA: No Status	(3)		0							
Regular		None				0							
77 Curtis, Martha													
11-20-2006	547-86-4828		Fed: Married 0	(2)	8,000	0	3						
	Bi-Weekly		PA: No Status	(3)		0							
Regular		None				0							
55 Jashurek, Darlene M.													
11-20-2006	179-50-2909		Fed: Single 0	(2)	8,150	0	3						
	Bi-Weekly		PA: No Status	(3)		0							
Regular		None				0							
95 Oyer, Cindy													
11-20-2006	186-54-6190		Fed: Married 1	(2)		0							
	Bi-Weekly		PA: No Status	(3)		0							
Regular		None			1,090.00	0							
59 Pagel, Kyle													
11-20-2006	169-58-6156		Fed: Single 0	(2)	7,250	0	3				D 1-Child Support	91.38	
	Bi-Weekly		PA: No Status	(3)		0							
Regular		None				0							
163 Soge, Janette													
08-17-2007	211-56-3417		Fed: Single 0	(2)	6,550	0	3						
	Bi-Weekly		PA: No Status	(3)		0							
Regular		None				0							

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* W = Work State * R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	P/Ex	Rates / Salary	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other D&D's	Automatic Pays and Deductions	
Birth	Pay Freq.	State Wh	(Y)	Y/Ex	& Raise Dates					Amount	Amount	Description	Amount
Type	DD	EIC	State Wh	(R)	P/Ex								Limit
53	Wolff, Jennifer A.				(1) 7,250 (12-06-06)		3						
11-20-2006	194-64-4443	Fed: Single 1			(2) 0								
	Bi-Weekly	PA: No Status			(3) 0								
Regular		None			0								

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Employee Number and Employee Name	Hire	SSN No.	Federal Wh	F/Fed	Rates / Salary & Raise Dates	Rate Ctg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions	Balance		
Birth Type	DB	Pay Freq	State Wh	F/Fed						Amount	Amount	Description	Amount	Limit	
139 Dowell, Jodi															
11-20-2006		176-60-2093	Fed: Married 2	(2)	0		1								
		Bi-Weekly	P.A.: No Status	(3)	0										
Regular		None			0										
161 Wells, Robert D.															
11-05-2007		123-44-4472	Fed: Married 0	(2)	0										
		Bi-Weekly	P.A.: No Status	(3)	0										
Regular		None			0										
77 Curtis, Martha															
11-20-2006		547-86-4828	Fed: Married 0	(2)	0		3								
		Bi-Weekly	P.A.: No Status	(3)	0										
Regular		None			0										
55 Jashurek, Darlene M.															
11-20-2006		179-50-2909	Fed: Single 0	(2)	0		3								
		Bi-Weekly	P.A.: No Status	(3)	0										
Regular		None			0										
95 Oylar, Cindy															
20-2006		186-54-6190	Fed: Married 1	(2)	0										
		Bi-Weekly	P.A.: No Status	(3)	0										
Regular		None			1,090.00										
59 Paget, Kyle															
11-20-2006		169-58-6156	Fed: Single 0	(2)	0		3								
		Bi-Weekly	P.A.: No Status	(3)	0										
Regular		None			0										
												D 1-Child Support	91.38		

Employee Number and Employee Name		Fed: State Wh	Fed: State Wh	Fed: State Wh	Rates / Salary & Raise Dates	Rate E/ing	Dept. No.	Regular Hours	Overtime Hours	Cd Hours	Other Pays Amount	Other Ded's Amount	Cd Amount	Description	Amount	Limit	Balance
163 Sage, Janette					(1) 6,500	0	3										
08-17-2007	211-56-3417	Fed: Single	0		(2)	0											
	Bi-Weekly	P.A.: No Status			(3)	0											
	Regular	None				0											
53 Wolff, Jennifer A.					(1) 7,250 (12-06-06)		3										
20-2006	194-64-4443	Fed: Single	1		(2)	0											
	Bi-Weekly	P.A.: No Status			(3)	0											
	Regular	None				0											

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Employee Name	(State for)	Dept. No.	Pays			Taxes			Deductions & Memos			Ck. No. Type		
			Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount		YTD Amount	YTD Amount
Dowell, Joel	176-60-2093	1	0-Regular Pay	7.00	17.00	119.00	0-Regular Pay	641.25	4.488.75	0.00	0.00	281.23	005196	
			0-OverTime Pay				OverTime Pay	4.50	47.25		7.38	66.78	139.26	NORMAL
Employee Totals			Totals:		17.00	119.00	Totals:	645.75	4,536.00	12.87			106.13	
Wells, Robert D.	123-44-4472	1	0-Regular Pay	6.25	11.00	68.75	0-Regular Pay	180.50	1,128.14	0.00	0.00	69.94	005197	
			0-OverTime Pay				OverTime Pay				4.26	16.36		NORMAL
Employee Totals			Totals:		11.00	68.75	Totals:	180.50	1,128.14	4.26			106.13	
61s, Martha	647-86-4828	3	0-Regular Pay	8.00	53.50	428.00	0-Regular Pay	1,517.75	12,142.00	12.03	553.46	762.85	005198	
			0-OverTime Pay				OverTime Pay	13.50	162.00		26.54	178.41		NORMAL
Employee Totals			Totals:		53.50	428.00	Totals:	1,531.25	12,304.00	13.14			61.32	
Jashurek, Darlene M.	179-30-2899	3	0-Regular Pay	8.15	77.00	627.55	0-Regular Pay	1,579.50	12,872.94	64.46	1,422.03	852.13	005199	
			0-OverTime Pay				OverTime Pay	71.25	871.05		38.91	199.29		NORMAL
Employee Totals			Totals:		77.00	627.55	Totals:	1,650.75	13,743.99	103.32			495.23	
Oyler, Cindy	186-54-6190	3	0-Regular Pay			1,090.00	0-Regular Pay		23,980.00	66.27	1,838.66	67.58	005200	
			0-OverTime Pay				3-Holiday	30.00			67.58	1,488.62		NORMAL
Employee Totals			Totals:			1,090.00	Totals:	24,010.00	186.03				903.97	
Paget, Kyle	169-58-6156	3	0-Regular Pay	7.25	37.25	270.05	0-Regular Pay	1,628.75	12,158.45	63.36	1,286.42	1-Child Support	91.38	005201
			0-OverTime Pay				OverTime Pay	70.50	766.70		38.45	801.36		NORMAL
Employee Totals			Totals:		37.25	270.05	Totals:	1,699.25	12,925.15	101.81			398.29	
Sage, Janette	211-56-3417	3	0-Regular Pay	6.55	37.25	243.99	0-Regular Pay	184.25	1,206.64	14.21	69.73		005203	
			0-OverTime Pay				OverTime Pay				15.13	74.83		NORMAL
Employee Totals			Totals:		37.25	243.99	Totals:	184.25	1,206.64	29.34			203.40	
Wolff, Jennifer A.	194-54-4443	3	0-Regular Pay	7.25	70.50	511.13	0-Regular Pay	1,530.00	11,092.51	27.84	656.90	707.46	005204	
			0-OverTime Pay				OverTime Pay	29.25	318.10		31.69	165.45		NORMAL
Employee Totals			Totals:		70.50	511.13	Totals:	1,559.25	11,410.61	59.53			428.04	

Employee Number and Employee Name		SSN No.	Federal Wh	Pay/Ext	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions	Limit	Balance
Dir	SSN No.	Federal Wh	Pay/Ext	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions	Limit	Balance	
Birth	Pay Freq	State Wh	Pay/Ext	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions	Limit	Balance	
Type	DD	EIC	State Wh	Rates / Salary	Rate	Dept	Regular	Overtime	Other Pays	Other Ded's	Automatic Pays and Deductions	Limit	Balance	
			(B)		Ctg	No	Hours	Hours	Amount	Amount	Description	Amount		
139 Dowell, Jodi														
11-20-2006	176-60-2093	Fed:	Married	2	(2)	1								
	Bi-Weekly	P.A:	No Status	(3)	0									
Regular	None				0									
161 Wells, Robert D.														
11-05-2007	123-44-4472	Fed:	Married	0	(2)	1								
	Bi-Weekly	P.A:	No Status	(3)	0									
Regular	None				0									
77 Curtis, Martha														
11-20-2006	547-86-4828	Fed:	Married	0	(2)	3								
	Bi-Weekly	P.A:	No Status	(3)	0									
Regular	None				0									
55 Josturek, Dorene M.														
11-20-2006	179-50-2909	Fed:	Single	0	(2)	3								
	Bi-Weekly	P.A:	No Status	(3)	0									
Regular	None				0									
95 Dyer, Cindy														
11-20-2006	186-54-6190	Fed:	Married	1	(2)	3								
	Bi-Weekly	P.A:	No Status	(3)	0									
Regular	None				1,090.00									
59 Paget, Kyle														
11-20-2006	169-58-6156	Fed:	Single	0	(2)	3								
	Bi-Weekly	P.A:	No Status	(3)	0									
Regular	None				700.00 (10-24-07)									
											D 1-Child Support	91.38		

Employee Name (State for)		SSN No.	UCI	Dept. No.	Pays		Year-to-Date		Taxes		Deductions & Memos		Ch. No.						
Emp. No.	Tax Status				Description	Current Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount	YTD Amount	Type	Net Pay
161	PA	123-44-4472	PA	1	0-Regular Pay	6.25	23.50	146.88	0-Regular Pay	204.00	1,275.02	Federal WH	0.00	0.00				005205	113.96
	Bi-Weekly											OASDI	9.11	79.05				NORMAL	
												Medicare	2.13	18.49					
												PA. State WH	4.51	39.13					
												PA. EE SUI	0.13	1.16					
					Totals:		18.25	127.75	Total YTD:	664.00	4,663.75		13.79						
55	PA	179-50-2909	PA	3	0-Regular Pay	8.15	75.50	615.33	0-Regular Pay	1,655.00	13,488.27	Federal WH	70.90	1,492.93				005208	372.98
	Bi-Weekly											OASDI	41.56	893.69				NORMAL	
												Medicare	9.72	209.01					
												PA. State WH	20.58	442.55					
												PA. EE SUI	0.60	12.99					
					Totals:		80.00	670.34	Total YTD:	1,790.75	14,414.33		143.36						
95	PA	186-54-6190	PA	3	0-Regular Pay			1,090.00	0-Regular Pay	1,628.75	12,698.45	Federal WH	68.21	1,906.87				005209	526.98
	Bi-Weekly											OASDI	67.58	1,556.20				NORMAL	
												Medicare	15.81	363.96					
												PA. State WH	33.46	770.50					
												PA. EE SUI	0.98	22.57					
					Totals:			1,090.00	Total YTD:	25,100.00			186.04						
163	PA	211-66-3417	PA	3	0-Regular Pay	6.55	17.25	112.99	0-Regular Pay	201.50	1,319.83	Federal WH	1.11	70.84				005212	457.60
	Bi-Weekly											OASDI	7.00	81.83				NORMAL	
												Medicare	1.64	19.14					
												PA. State WH	3.47	40.52					
												PA. EE SUI	0.10	1.19					
					Totals:		17.25	112.99	Total YTD:	201.50	1,319.83		13.32						
53	PA	194-64-4443	PA	3	0-Regular Pay	7.25	70.75	512.94	0-Regular Pay	1,600.75	11,605.45	Federal WH	28.02	694.92				005213	99.67
	Bi-Weekly											OASDI	31.80	739.26				NORMAL	
												Medicare	7.44	172.88					
												PA. State WH	15.75	366.08					
												PA. EE SUI	0.46	10.73					
					Totals:		70.75	512.94	Total YTD:	1,600.75	11,923.55		83.47						

Employee Name (State for) Emp. No. SSN No. UCI Pay Freq. Tax Status	Dept. No.	Pays			Year-to-Date			Taxes			Deductions & Memos			Ck. No. Type Net Pay	
		Description	Rate	Hours	Pay	Description	Hours	Amount	Description	Current Amount	YTD Amount	Description	Current Amount		YTD Amount
Dowell, Joel 139 Bi-Weekly 176-60-2093 PA Fed: Married PA: No Status	1	0-Regular Pay	7.00	22.50	157.50	0-Regular Pay	682.00	4,774.00	Federal WH	0.00	0.00				005214 NORMAL
		0-OverTime Pay				0-OverTime Pay	4.50	47.25	Medicare	9.77	298.92				
Employee Totals		Totals:		22.50	157.50	Total YTD:	686.50	4,821.25	PA: State WH	4.84	148.01				140.47
Wells, Robert D. 161 Bi-Weekly 123-44-4172 PA Fed: Married PA: No Status	1	0-Regular Pay	6.25	19.50	121.88	0-Regular Pay	223.50	1,396.50	Federal WH	0.00	0.00				005215 NORMAL
		0-OverTime Pay				0-OverTime Pay			Medicare	7.56	86.61				
Employee Totals		Totals:		19.50	121.88	Total YTD:	223.50	1,396.50	PA: State WH	3.74	42.87				108.70
Witts, Martha 175 Bi-Weekly 647-96-4828 PA Fed: Married PA: No Status	3	0-Regular Pay	8.00	51.25	410.00	0-Regular Pay	1,623.00	12,984.00	Federal WH	10.23	576.12				005216 NORMAL
		0-OverTime Pay				0-OverTime Pay	13.50	162.00	Medicare	25.42	815.05				
Employee Totals		Totals:		51.25	410.00	Total YTD:	1,636.50	13,146.00	PA: State WH	5.95	190.62				355.44
Jashurek, Darlene M. 55 Bi-Weekly 179-50-2908 PA Fed: Single PA: No Status	3	0-Regular Pay	8.15	78.25	637.74	0-Regular Pay	1,733.25	14,126.01	Federal WH	66.01	1,558.94				005217 NORMAL
		0-OverTime Pay				0-OverTime Pay	75.75	926.06	Medicare	39.54	933.23				
Employee Totals		Totals:		78.25	637.74	Total YTD:	1,809.00	15,052.07	PA: State WH	9.25	218.26				502.79
Oyer, Cindy 95 Bi-Weekly 186-54-6190 PA Fed: Married PA: No Status	3	0-Regular Pay			1,090.00	0-Regular Pay	26,160.00	26,160.00	Federal WH	63.21	1,975.08				005218 NORMAL
		0-OverTime Pay				3-Holiday	30.00		Medicare	67.58	1,623.76				
Employee Totals		Totals:			1,090.00	Total YTD:	26,190.00		PA: State WH	15.80	379.76				903.97
Paget, Kyle 59 Bi-Weekly 169-58-6156 PA Fed: Single PA: No Status	3	0-Regular Pay			700.00	0-Regular Pay	1,629.75	13,558.45	Federal WH	75.35	1,437.12	1-Child Support	91.38	2,101.74	005219 NORMAL
		0-OverTime Pay				OverTime Pay	70.50	766.70	Medicare	43.40	888.16				
Employee Totals		Totals:			700.00	Total YTD:	1,699.25	14,325.15	PA: State WH	10.15	207.71				457.60
Sage, Janelle 163 Bi-Weekly 211-56-3417 PA Fed: Single PA: No Status	3	0-Regular Pay	6.55	21.00	176.85	0-Regular Pay	228.50	1,456.68	Federal WH	7.49	78.33				005221 NORMAL
		0-OverTime Pay				0-OverTime Pay			Medicare	10.96	92.78				
Employee Totals		Totals:		21.00	176.85	Total YTD:	228.50	1,456.68	PA: State WH	2.56	21.70				150.25
Wolff, Jennifer A. 53 Bi-Weekly 194-54-4443 PA Fed: Single PA: No Status	3	0-Regular Pay	7.25	70.25	509.31	0-Regular Pay	1,671.00	12,114.76	Federal WH	27.66	712.58				005222 NORMAL
		0-OverTime Pay				OverTime Pay	29.25	318.10	Medicare	31.58	770.84				
Employee Totals		Totals:		70.25	509.31	Total YTD:	1,700.25	12,432.86	PA: State WH	15.64	381.72				426.59

Employee Number and Employee Name		Fed: Married	Fed: Single	Fed: No Status	Rate	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Other Ded's	Automatic Pays and Deductions			
SSN No.	Federal Wh. (00)	Fy/Fzd	Fy/Fzd	Fy/Fzd						Cd	Amount	Cd	Amount	Limit	Balance
Birth	Pay Freq.	State Wh. (00)	Fy/Fzd	Fy/Fzd								Description	Amount	Limit	Balance
Type	DD	EIC	State Wh. (00)	Fy/Fzd											
139 Dowell, Jodi															
11-20-2006	176-60-2093		Fed: Married	2	(2)	0	1								
	Bi-Weekly		P.A.: No Status		(3)	0									
Regular		None				0									
161 Wells, Robert D.															
11-05-2007	123-44-4472		Fed: Married	0	(2)	0									
	Bi-Weekly		P.A.: No Status		(3)	0									
Regular		None				0									
77 Curtis, Martha															
11-20-2006	547-86-4828		Fed: Married	0	(2)	0	3								
	Bi-Weekly		P.A.: No Status		(3)	0									
Regular		None				0									
55 Jasturek, Darlene M.															
11-20-2006	179-50-2909		Fed: Single	0	(2)	0									
	Bi-Weekly		P.A.: No Status		(3)	0									
Regular		None				0									
95 Oylar, Gindy															
11-20-2006	186-54-6190		Fed: Married	1	(2)	0	3								
	Bi-Weekly		P.A.: No Status		(3)	0									
Regular		None				1,090.00									
59 Pagel, Kyle															
11-20-2006	169-58-6156		Fed: Single	0	(2)	0	3								
	Bi-Weekly		P.A.: No Status		(3)	0									
Regular		None				700.00 (10-24-07)									
												D	I-Child Support		91.38

Pay Period Start: 11-20-2006 End: 11-23-2007 Check Date: 11-23-2007 Last Check Date: 11-23-2007
 Co. No: 1412 PA 3 State Corporation **PAYROLL WORKSHEET** Page: F-1

Employee Number and Employee Name				Rates / Salary & Raise Dates		Rate Chg.		Dept. No.		Regular Hours		Overtime Hours		Other Pays		Other Ded's		Automatic Pay's and Deductions		Balance		
Hire	SSN No.	Federal Wh	State Wh	Rate	Effective Date	Rate	Effective Date	Dept. No.	Regular Hours	Overtime Hours	Other Pays	Amount	Other Ded's	Amount	Description	Amount	Limit	Balance				
163 Sage, Jonette																						
08-17-2007	211-56-3417	Fed: Single	0	(1)	6.5500	0		3														
53 Wolff, Jennifer A.																						
11-20-2006	194-64-4443	Fed: Single	1	(2)		0																
Regular																						
None																						
None																						

Pay Period Start: -- -- End: -- --
 Co. No: 1412 PA 3 State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- Last Check Date: 11-23-2007
 Page: F - 2

Employee Number and Name	SSN No.	Federal Yth. Ex/Ext	State Yth. * (R)	Ex/Ext	Rates / Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays	Amount	Cd	Other Ded's	Amount	Cd	Automatic Pays and Deductions	Description	Amount	Limit	Balance
139 Dowell, Jodi					(1) 70000	0	1														
11-20-2006	176-60-2093	Fed: Married	2	(2)	0																
Regular	Bi-Weekly	P.A.: No Status		(3)	0																
Regular	None				0																
161 Wells, Robert D.					(1) 62500	0	1														
01-05-2007	123-44-4472	Fed: Married	0	(2)	0																
Regular	Bi-Weekly	P.A.: No Status		(3)	0																
Regular	None				0																
77 Curtis, Martha					(1) 80000	0	3														
11-20-2006	547-86-4828	Fed: Married	0	(2)	0																
Regular	Bi-Weekly	P.A.: No Status		(3)	0																
Regular	None				0																
55 Jashurek, Darlene M.					(1) 81500	0	3														
11-20-2006	179-50-2909	Fed: Single	0	(2)	0																
Regular	Bi-Weekly	P.A.: No Status		(3)	0																
Regular	None				0																
95 Oylar, Cindy					(1) 0	0	3														
11-20-2006	186-54-6190	Fed: Married	1	(2)	0																
Regular	Bi-Weekly	P.A.: No Status		(3)	0																
Regular	None				1,090.00	0															
59 Pagef, Kyle					(1) 0	0	3														
11-20-2006	169-58-6156	Fed: Single	0	(2)	0																
Regular	Bi-Weekly	P.A.: No Status		(3)	0																
Regular	None				700.00 (10-24-07)	0															

Pay Period Start: -- -- Pnd: -- --
 Co. No: 1412 PA 3 State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- Last Check Date: 12-07-2007
 Page: F 1

Employee Number and Employee Name				Rates / Salary & Raise Dates		Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Other Pays		Other Ded's		Automatic Pays and Deductions		Balance			
Birth	SSN No.	Federal Wh	F/Ext	State Wh	F/Ext					Cd	Hours	Amount	Cd	Amount	Description	Amount	Limit		
Type	DD	EJC	State Wh	*IR*	F/Ext														
163 Sage, Janette				(1)	6.5500	0	3												
08-17-2007	211-56-3417	Fed: Single	0			(2)													
	Bi-Weekly	P.A: No Status				(3)													
Regular		None																	
53 Wolff, Jennifer A.				(1)	7.2500 (12-06-06)		3												
08-20-2006	194-64-4443	Fed: Single	1			(2)													
	Bi-Weekly	P.A: No Status				(3)													
Regular		None																	

Pay Period Start: -- -- End: -- --
 Co. No: 1412 PA 3 State Corporation
PAYROLL WORKSHEET
 Check Date: -- -- Last Check Date: 12-07-2007
 Page: F - 2

• W = Work State • R = Resident State

Employee Number and Employee Name		SSN No.	Federal Wh	Ex/Ex	Rates Salary & Raise Dates	Rate Chg	Dept. No.	Regular Hours	Overtime Hours	Cd	Other Pays Hours	Amount	Cd	Other Ded's Amount	Cd	Automatic Pays and Deductions Description	Amount	Limit	Balance
163	Sage, Jannette				(1) 6,550	0	3												
08-17-2007	211-56-3417		Fed: Single	0	(2)	0													
	Bi-Weekly		P.A.: No Status		(3)	0													
	Regular		None			0													
53	Wolff, Jennifer A.				(1) 7,250 (12-06-06)		3												
11-20-2006	194-64-4443		Fed: Single	1	(2)	0													
	Bi-Weekly		P.A.: No Status		(3)	0													
	Regular		None			0													

Pay Period Start: -- -- End: -- --
 Co. No: 1412 PA 3 State Corporation
 Check Date: -- -- Last Check Date: 12-21-2007
PAYROLL WORKSHEET
 Page F 2



REAL ESTATE SALES AGREEMENT

This agreement is entered into by and between Spencer and Kristie Young, individuals with an address of 211 Filbert Street, Curwensville, PA 16833 ("Seller"), and NAHEED S. MALIK, individual(s) with an address of 395 W. BLACKWELL ST. DOVER NJ., ("Buyer").
07801

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Seller and Buyer agree as follows:

1. **SALE OF PREMISES.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following Premises:

209-211 Filbert Street, Curwensville, PA 16833, a two-story duplex residential building.

2. **PURCHASE PRICE.** The purchase price for the Premises and any items of personal property is \$66,000.00. Seller acknowledges receipt from Buyer of a deposit in the sum of \$1,000.00 to be held in escrow pending the closing. The deposit will be applied to the purchase price at the closing.

In addition, the Buyer agrees that Seller will be allowed to stay in the Premises for six (6) months from the date of this sales agreement, with no rent due to Buyer. If Seller is not ready to vacate Premises at six (6) months, Seller will pay rent in the amount of \$375.00 to the Buyer.

3. **DEED.** On the closing, Seller will convey the Premises by a good and sufficient deed conveying a good and marketable title, free of all liens and encumbrances.
4. **CLOSING.** The deed will be delivered and the purchase price paid on August 1, 2006, unless extended in writing by the parties. The sale will be closed according to the usual and customary closing procedures in effect in the country where the Premises is located. At the closing, Seller and Buyer agree to execute and deliver to the other all instruments required by law or which may reasonably be requested by the other party or closing agent.
5. **DEFECTIVE TITLE.** If Seller shall be unable to deliver title or make conveyance as provided herein, Buyer, at its option, may (i) terminate this Agreement whereupon the deposit shall be refunded to Buyer and all obligations of the parties shall cease, or (ii) waive the defects and accept whatever title Seller is able to convey, without any reduction in the purchase price and as full performance by Seller.
6. **POSSESSION.** On the closing, the Premises and all improvements, fixtures and items of personal property, if any, will be delivered to Buyer in their present

- condition, reasonable wear and tear excepted. Buyer shall be allowed to inspect the Premises prior to the closing to determine whether the Premises complies with this section.
7. **ADJUSTMENTS.** Current property taxes, regular and special assessments, water and sewer charges, fuel, rents, interest, insurance, operating expenses and other customary matters, if any, shall be prorated between the parties on the closing.
 8. **RISK OF LOSS.** Seller, at its sole cost, shall keep the Premises insured for the full insurable value until the closing. Seller shall bear the risk of all loss or damage to the Premises from all causes until the closing. Should there be any damage that is not restored by Seller to its former condition by the closing, Buyer, at its sole option, may (i) terminate this Agreement and any deposit shall be refunded to Buyer, or (ii) purchase the Premises and be entitled to all insurance proceeds upon payment of the purchase price.
 9. **MORTGAGE CONTINGENCY.** The obligations of Buyer under this Agreement are expressly subject to Buyer obtaining a written commitment for a mortgage loan in the amount of \$66,000.00 at prevailing interest rates. Buyer agrees to apply for such mortgage with all due diligence. If Buyer shall be unable to obtain such mortgage commitment this Agreement will terminate and any deposit will be forfeited to Seller.
 10. **BROKER'S COMMISSION.** Seller and Buyer promise that they have not dealt with any broker or finder in connection with this sale. In the event of any claim by any broker or finder, the party who procured such broker or finder will pay the claim in full.
 11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding between the parties and is subject to no understandings, conditions or representations that are not set forth herein. This Agreement may only be amended in writing and signed by both parties. Time is of the essence in the performance of this Agreement.
 12. **JOINT AND SEVERAL LIABILITY.** Each person signing this Agreement as Seller and Buyer shall be jointly and severally liable for the performance of every term and condition of this Agreement.
 13. **INVALID PROVISION.** If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 14. **PARTIES BOUND.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
 15. **GOVERNING LAW.** This Agreement shall be governed by and enforced in accordance with the laws of the state of Pennsylvania.



16. CAPTIONS. The captions in this Agreement are inserted only for convenience and in no way construe or interpret the provisions hereof or affect their scope or intent.

17. ADDITIONAL PROVISIONS:

Included in the sale of said property, Seller agrees to leave all appliances when they vacate Premises, to include: two (2) refrigerators, two (2) stove/ovens, one (1) dishwasher, one (1) washer and one (1) dryer.

THIS IS A BINDING LEGAL CONTRACT. IF ANY PROVISIONS ARE NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

This Agreement is executed on the 7th day of JULY 2006.

[Signature]
SELLER signature

Kristie L Young
SELLER signature

Mahud S Malik
BUYER signature

BUYER signature

**Settlement Statement
Transactions without Sellers**

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

OMB Approval No. 2502-149

Name and Address of Borrower Naheed S. Malik 395 W. Blackwell Street Dover, NJ 07801 Property Location (if different from above): 200-211 Filbert Street Curwensville, PA 16833		Name and Address of Lender Homecomings Financial LLC 9 Sylvan Way, Suite 310 Parsippany, NJ 07054 Settlement Agent: Ciamacco Settlement Services 411 Bloomington Avenue, Curwensville, PA 16033 Place of Settlement: 113 E. Locust Street Clearfield, PA 16830 Settlement Date: 11/02/2006 Financing Date:	
Loan Number: 047-044042-1			
I. SETTLEMENT CHARGES		M. DISBURSEMENT TO OTHERS	
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee \$		1501.	
802. Loan Discount \$			
803. Appraisal Fee to		1502.	
804. Credit report to			
805. Inspection Fee			
806. Mortgage Insurance Application Fee to		1503.	
807. Mortgage Broker Fee to Jordan Mortgage	475.00		
808. Broker Fee from HEIR to Jordan Mfg (POC \$25)		1504.	
809.			
810.			
811.		1505.	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from 11/02/2006 to 11/30/2006 @ 3.25% /day	94.35		
902. Mortgage Insurance Premium for		1506.	
903. Hazard insurance Premium for 1 year(s) to			
All state insurance (POC \$379.75)		1507.	
904.			
905.			
1000. RESERVES DEPOSITED WITH LENDER		1508.	
1001. Hazard insurance			
1002. Mortgage insurance			
1003. City Property Taxes		1509.	
1004. County Property Taxes			
1005. Annual assessments			
1006.		1510.	
1007.			
1008. Appropriate Accounting Adjustment	0.00		
1100. TITLE CHARGES		1511.	
1101. Settlement or closing fee to			
1102. Abstract or title search to			
1103. Title Examination to		1512.	
1104. Title insurance binder to			
1105. Document preparation to			
1106. Notary fees to Ciamacco Settlement Service	25.00	1513.	
1107. Attorney's fees to			
(includes above line numbers)			
1108. Title Insurance to		1514.	
(includes above line numbers)			
1109. Lender's coverage \$			
1110. Owner's coverage \$		1515.	
1111.			
1112.			
1113.			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		1520.	
1201. Recording fees: Moz Lodge	65.00	TOTAL DISBURSED	
1202. County tax/stamps		(enter on line 1603)	
1203. State tax/stamps		N. NET SETTLEMENT	
1204.		1600. Loan Amount	
1205.		10,000.00	
1300. ADDITIONAL SETTLEMENT CHARGES		1601. PLUS Cash/Check from Borrower	
1301. Survey to			
1302. Post inspection to		1602. MINUS Total Settlement Charges	
1303. Architectural/engineering services to		(line 1400)	
1304. Building permit to		702.35	
1305. Copy and recording fee to Ciamacco Settle	50.00	1603. MINUS Total Disbursements	
1306.		to others (line 1520)	
1307.		1604. EQUALS Disbursement to Borrower	
1400. TOTAL SETTLEMENT CHARGES (copy on line 1602)	702.35	(after expiration of any applicable	
		resuspension period required by law)	
		9,297.65	

The undersigned hereby acknowledges receipt of a completed copy of this document. To the best of my knowledge the HUD-1A ref RESPA Settlement Statement is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent: Ciamacco Settlement Services

Borrower: Naheed S. Malik

Disbursement Date
Form HUD-1A (rel. R6-SPA (2/94))

Borrower: © EASY SOFT. 2006 Previous editions are obsolete

LA

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates
of CHANDLER R. ROSS and DAWSON H. ROSS,
Plaintiff

*
*
*
*
*
*
*
*

No. 08-1221-CD

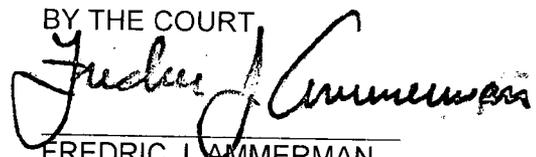
vs.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual,
Defendants

ORDER

AND NOW, this 25th day of February, 2009, the date set for argument on the Plaintiff's Motion for Sanctions and/or Contempt, the Court noting that counsel for the Plaintiff has certified that all discovery has been received, it is the ORDER of this Court that the Motion for Sanctions and/or Contempt be and is hereby DENIED.

BY THE COURT



FREDRIC J. WIMMERMAN
President Judge

FILED
014:00/BD
FEB 27 2009

2CC Atty's:
Noble
Geachart

5
William A. Shaw
Prothonotary/Clerk of Courts

(610)

FILED

FEB 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE 2/27/09

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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

^S FILED
APR 03 2009
m/12:30/W
William A. Shaw
Prothonotary/Clerk of Courts
no c/c

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

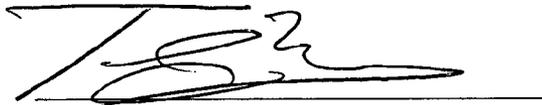
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 1st day of April, 2009, that I did propound on the defendant's her THIRD SET OF DISCOVERY MATERIALS CONSISTING OF AN INTERROGATORY, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

FILED No. 08-1221-CD

m/12:10am
APR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

No. 08- 1221 -CD

Type of Pleading:

MOTION TO COMPEL
: (as to 2nd Set of Discovery Materials)

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)	
individually and as Administratrix of the Estates of)	
CHANDLER R. ROSS and DAWSON H. ROSS,)	
)	
PLAINTIFF,)	
)	No. 08- <u>1221</u> -CD
v.)	
)	
NAHEED S. MALIK, an adult individual, and)	
SHAUKAT I. MALIK, an adult individual)	
)	
DEFENDANTS.)	

PLAINTIFF'S MOTION TO COMPEL
(as to 2nd Set of Discovery Materials)

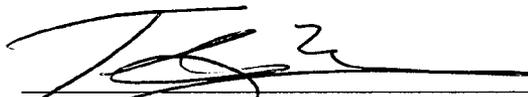
AND NOW comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her MOTION TO COMPEL:

1. This matter was commenced by the filing of a CIVIL COMPLAINT on July 2, 2008.
2. The nexus of the matter is a fire in an apartment rented by Plaintiff from Defendants in which her two minor children were killed.
3. The central issue appears to be whether or not the defendants maintained adequate smoke detectors in the premises as required under ordinance and as reasonably required.
4. That on February 4, 2009, Plaintiff did propound its second set of discovery materials, consisting of Interrogatories, Request for Production of Documents and Requests for Admissions, aimed primarily at the possibility of partial summary judgment.
5. That more than thirty (30) days have passed for proper response and despite other

communications to defense counsel requesting progress of response, no such communications has been forthcoming.

WHEREFORE, Plaintiff requests an ORDER compelling response to Plaintiff's FIRST SET OF DISCOVERY MATERIALS.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

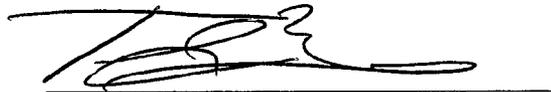
No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 7th day of April, 2009, that I did serve on counsel of record for defendants the Plaintiff's MOTION TO COMPEL (as to 2nd Set of Discovery Materials), via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)
)
PLAINTIFF,)
)
v.)
)
NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)
)
DEFENDANTS.)

FILED

APR 14 2009

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William A. Shaw
Prothonotary/Clerk of Courts

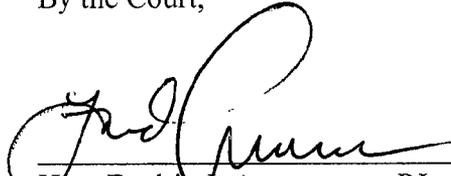
No. 08- 1221 -CD 1 Cont to

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(6)

ORDER

AND NOW this 13th day of April 2009, Plaintiff's MOTION TO COMPEL (as to
2nd Set of Discovery Materials) is hereby GRANTED. Defendants shall fully respond to
Plaintiff's 2nd Set of Discovery Materials, consisting of Interrogatories; Request for Production
of Documents; and Requests for Admissions, within 25 days hereof.

By the Court,



Hon. Fredrick J. Ammerman, PJ

DATE: 4-14-09
X You are responsible for serving all appropriate parties.
The Prothonotary's office has provided service to the following parties:
Plaintiff(s) _____
Defendant(s) Attorney _____
Defendant(s) _____
Special Intervenor(s) _____
Other _____

FILED
APR 14 2009
William A. Straw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

^S FILED No. cc.
m/jj: 5/4m
APR 21 2009

William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08-1221-CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 17th day of April, 2009, that I did serve on counsel of record for defendants the ORDER issued upon Plaintiff's MOTION TO COMPEL (as to 2nd Set of Discovery Materials), via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

MOTION TO COMPEL

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

5 FILED NO
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MAY 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08-1221-CD

PLAINTIFF'S MOTION TO COMPEL
(as to Requests for Admissions)

AND NOW comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her MOTION TO COMPEL:

1. This matter was commenced by the filing of a CIVIL COMPLAINT on July 2, 2008.
2. The nexus of the matter is a fire in an apartment rented by Plaintiff from Defendants in which her two minor children were killed.
3. The central issue appears to be whether or not the defendants maintained adequate smoke detectors in the premises as required under ordinance and as reasonably required.
4. That on February 4, 2009, Plaintiff did propound its second set of discovery materials, consisting of Interrogatories, Request for Production of Documents and Requests for Admissions, aimed primarily at the possibility of partial summary judgment.
5. That following a MOTION TO COMPEL this Court did order responses to said discovery

requests, which have now been submitted.

6. That as to some Requests, which follow, Defendants did not answer stating that the same were legal questions.

7. That said questions, identified as the number as presented, were as follows:

5. That the premises known as 209 Filbert Street were subject to the provisions of ORDINANCE No. 457 as enacted by Curwensville Borough on June 13, 2005.

6. That the 2003 Edition of the International Property Maintenance Code, as incorporated in ORDINANCE No. 457, specifically [F] Section 704, "Fire Protection Systems", required that smoke detectors be placed, for the premises known as 209 Filbert Street, in each bedroom, on the ceiling or wall outside of each bedroom in the immediate vicinity of each bedroom and in each story of the premises, such that there should have been a total of eight (8) operable smoke detectors in said premises.

9. That the defendants, as owners of the premises, had the duty to comply with ORDINANCE of No. 457 of Curwensville Borough concerning the premises known as 209 Filbert Street.

8. That Plaintiff is permitted to seek as a REQUEST FOR ADMISSION Defendant's position as to legal issues, such that Defendants' refusal to answer is not correct. Specifically, as per explanatory comment (1) to Pa. R. Civ.P. 4014, the above REQUESTS FOR ADMISSIONS merely seek requests as to application of law to facts in this case and fall within the enlarged scope of REQUESTS FOR ADMISSIONS.

WHEREFORE, Plaintiff requests an ORDER compelling response to REQUESTS FOR ADMISSION Numbers 5, 6 and 9 as contained in Plaintiff's Second Set of Discovery Materials.

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

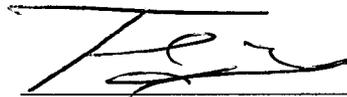
No. 08-1221-CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 7th day of May, 2009, that I did serve on the defendant's counsel Plaintiff's MOTION TO COMPEL as to her REQUESTS FOR ADMISSIONS, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

CR

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

RULE TO SHOW CAUSE

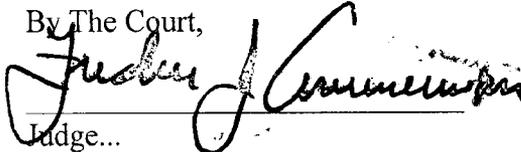
Now, this 11th day of May, 2009, upon consideration of the attached MOTION TO COMPEL, a RULE is hereby issued upon the Defendants to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the 1st day of June, 2009, and hearing will be held on the 10th day of June, 2009, commencing at 2 : 00, P.M., Courtroom No.1, Clearfield County Courthouse.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

By The Court,

Judge...

FILED ^{1cc}
09:21 AM
MAY 12 2009
Atty Noble
(60)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 12 2009

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

DATE: 5/12/09

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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

FILED
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MAY 15 2009
William A. Shaw
Prothonotary/Clerk of Courts
Not
LN

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 14th day of May, 2009, that I did serve on counsel of record for defendants the ORDER issued upon Plaintiff's MOTION TO COMPEL (as to the most recently filed MOTION TO COMPEL), via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED No CC
m/12:38
JUN 09 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)
)
PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)
)
DEFENDANTS.)

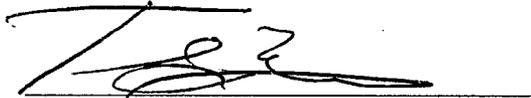
No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 8th day of June, 2009, that I did serve on counsel of record for defendants Plaintiff's FOURTH SET OF DISCOVERY MATERIALS CONSISTING OF INTERROGATORIES, via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

**PLAINTIFF'S MOTION FOR LEAVE OF COURT
TO AMEND CIVIL COMPLAINT**

AND NOW comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her MOTION TO AMEND CIVIL COMPLAINT:

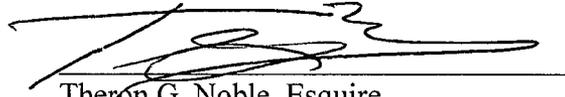
Background

1. This matter was commenced by the filing of a CIVIL COMPLAINT on July 2, 2008.
2. The nexus of the matter is a fire in an apartment rented by Plaintiff from Defendants in which her two minor children were killed on July 22, 2007.
3. The central issue appears to be whether or not the defendants maintained adequate smoke detectors in the premises as required under ordinance and as reasonably required.
4. That this MOTION is being brought within the applicable statute of limitation period.
5. That counsel for Defendant opposes this MOTION the grounds for which has not been shared with Plaintiff's counsel.

6. That attached hereto as Exhibit "A", is the proposed First Amended Civil Complaint (without Exhibits which would remain the same), and without a proper cover page, notice to defend or verification, all of which would be properly attached if so permitted to amend.
7. That the proposed amendments seek to include (at averment 22) a clause to be in compliance with Pa.R.Civ.P. 2204 identifying the decedents' father, Travis Ross, along with his current address as so required.
8. In addition, some minor changes would be made to conform to the facts as developed such as the rental period beginning in February 2007 (instead of October, 2006) and that besides the babysitter, the decedents' sister, Kiana was also unable to assist the boys to escape the perils of said fire.
9. Lastly, to also specifically include that even if some smoke detectors were in the premises, which seems to be at issue in the case, that the Defendants violated the applicable Ordinance, were negligent and breached the contract for failing to have smoke detectors in and immediately outside of each bedroom as required.
10. That all such proposed amendments are as permitted by Pa.R.Civ.P. 1033 and applicable case law.

WHEREFORE, Plaintiff requests leave of court to be permitted to AMEND CIVIL COMPLAINT as attached hereto as Exhibit "A", subject to the other matters herein discussed.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)	
individually and as Administratrix of the Estates of)	
CHANDLER R. ROSS and DAWSON H. ROSS,)	
)	
PLAINTIFF,)	
)	No. 08-_____ -CD
v.)	
)	
NAHEED S. MALIK, an adult individual, and)	
SHAUKAT I. MALIK, an adult individual)	
)	
DEFENDANTS.)	

**FIRST AMENDED
CIVIL COMPLAINT**

NOW COMES Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her FIRST AMENDED CIVIL COMPLAINT:

The Parties

1. Plaintiff is Megan N. Lanich Ross, an adult individual, who does reside at 430 West Front Street, Clearfield , PA 16830 Meadow Wood Lane, Woodland, Clearfield County, Pennsylvania 16881, in her individual capacity and as Administratrix of the Estate of Dawson H. Ross and Chandler R. Ross.
2. That first defendant is Naheed S. Malik, upon information and belief, an adult individual, who does, and at all material times, did reside at 2359 Meadow Road, Clearfield, Clearfield County, Pennsylvania 16830.

Exhibit "A"

3. That first defendant is Shaukat I. Malik, upon information and belief, an adult individual, who does, and at all material times, did reside at 2359 Meadow Road, Clearfield, Clearfield County, Pennsylvania 16830.
4. That, upon information and belief, that defendants are, and at all material times, were married to each other, living together as husband and wife.

Background

5. That the averments of paragraphs 1 - 4, inclusive, are hereby incorporated as if again fully set forth at length.
6. That, upon information and belief, amongst various business enterprises that the defendants jointly own and operate, is a real estate business in which they rent residential homes to various tenants.
7. That amongst the real estate that defendants offer to rent was a structure located at 209 and 211 Filbert Street, Curwensville, Clearfield County, Pennsylvania, best described as a “duplex”, being housing for two families under one common roof.
8. That for a period of time, commencing approximately in February, 2007 through July, 2007, Plaintiff rented from the Defendants the portion of the above identified premises, specifically the one with address of 209 Filbert Street, to house her family, including her three minor (3) children, Kiana Ross (DOB: 10/13/99); Dawson H. Ross (DOB: 4/5/02); and Chandler R. Ross (DOB: 2/9/04).
9. That on the morning of July 22, 2007, being a Sunday, Plaintiff awoke sometime shortly before 7:00 A.M., as she was to go to work at her regular place of employment as a waitress at a restaurant located about 10 minutes away.
10. At the above identified time, sleeping in Plaintiff's home were her three (3) minor

children and her niece Brittany Graham, who was the children's babysitter while Plaintiff was to be at work.

11. That Brittany Graham and Kiana Ross were sleeping in one room, located in the "back of the house" (being farthest from Filbert Street), while Dawson was asleep in his and Chandler's room, located on the second floor towards the left of the house as you look towards Filbert Street), and Chandler was asleep in his mother's room, having come into her room at about 5:00 A.M., located in the "front of the house".

12. That Plaintiff left for work around 7:00 A.M., on the morning of July 22, 200 and all other occupants of the home were asleep.

13. That, upon information and belief, sometime within an hour or so after Plaintiff had left for work, Dawson had awoken and went downstairs into the living room area, located on the first floor nearest Filbert Street and apparently played with a lighter that he had taken from someplace he had hidden the lighter.

14. That, upon information and belief, Dawson, then five (5) years of age, successfully but tragically ignited the lighter and started a fire beginning with the couch and continuing through the house.

15. That, upon information and belief, Dawson, most likely in fear of what happened, retreated to his and Chandler's bedroom.

16. That shortly before 9:00 A.M., as the fire and accompanying smoke spread throughout the house, Brittany Graham and Kiana Ross awoke to screams which were coming from Dawson, however, due to the heavy smoke and tremendous heat, neither Brittany nor Kiana were not able to advance into the house and a neighbor had come to

the back window with a ladder which provided escape from the structure for Brittany and Kiana.

17. That Dawson H. Ross remained trapped in the structure and was killed, presumably from smoke inhalation, and also suffering from significant burns, his remains found in his bedroom.

18. That Chandler R. Ross also was not able to be rescued, was also trapped in the home, and also perished in the fire, presumably from smoke inhalation and also suffering from significant burns, his remains found in his mother's bedroom.

19. That there was no smoke detectors in the Lanich/Ross home.

20. That well before the fire, Plaintiff has requested that smoke detectors be installed in the home and although Defendants and their representatives indicated they would do so, never did install said smoke detectors.

21. That upon information and belief, if smoke detectors had been installed as requested and as required, pursuant to applicable statutes, codes and standards of negligence, Dawson H. Ross and Chandler R. Ross would not have been killed and would not have suffered the significant injuries from which they died.

22. That Plaintiff brings this suit in her individual right and for the benefit of those entitled to bring a wrongful death action, as well as the survival action for the benefit of Dawson's and Chandler's heirs at law, each of which solely include Plaintiff and her husband, Travis Ross, whom is also the father of Dawson and Chandler and who resides with Plaintiff at the aforementioned address.

**Count I: Plaintiff v. Defendant Naheed S. Malik;
Statutory Violations**

23. That the averments of paragraphs 1 - 22, inclusive, are hereby incorporated as if again fully set forth at length.
24. That by ORDINANCE, duly adopted on June 13, 2005, by the Borough of Curwensville, a duly formed and existing political subdivision, specifically ORDINANCE 457, a true and correct copy of which is attached hereto as Exhibit "A", Curwensville Borough adopted the 2003 International Property Maintenance Code.
25. § 704.2 of the 2003 International Property Maintenance Code, a true and correct copy of which is attached hereto as Exhibit "B", required that numerous smoke detectors be installed and maintained in the Lanich/Ross home, located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.
26. Specifically, said Defendant should have installed and maintained at least eight (8) smoke detectors in the Lanich/Ross home, located in each of the three bedrooms, immediately outside of each bedroom, one on the first floor and one in the basement.
27. That said Defendant neither installed nor maintained any smoke detectors on the Lanich/Ross premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania at any time during the Lanich/Ross tenancy.
28. In the alternative, if said premises had any smoke detectors, it did not have any such smoke detectors either in any of the three bedrooms nor immediately outside any of the three bedrooms as required pursuant to said ordinance.
29. That the Defendant Naheed S. Malik acquired the property on October 9, 2006, for purposes of the Defendant's real estate business, after Curwensville Borough had duly and properly adopted ORDINANCE 457. A true and correct copy of the deed conveying

said property to Defendant Naheed S. Malik is attached hereto as Exhibit "C".

30. That as a direct and proximate result of said Defendant's failure to install and properly maintain the smoke detectors as required by Curwensville Borough's ORDINANCE 457, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count II: Plaintiff v. Defendant Shaukat I. Malik;
Statutory Violations**

31. That the averments of paragraphs 1 - 30, inclusive, are hereby incorporated as if again fully set forth at length.

32. That said Defendant has an ownership interest and participated in the operation of the real estate business.

33. Said Defendant, as one who participated in this real estate venture as an owner and in its operation and control, should have complied with Curwensville Borough ORDINANCE 457 and as such should have installed and maintained at least eight (8)

smoke detectors in the Lanich/Ross home, located in each of the three bedrooms, immediately outside of each bedroom, one on the first floor and one in the basement.

34. That said Defendant neither installed nor maintained any smoke detectors on the Lanich/Ross premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania at any time during the Lanich/Ross tenancy.

35. In the alternative, if said premises had any smoke detectors, it did not have any such smoke detectors either in any of the three bedrooms nor immediately outside any of the three bedrooms as required pursuant to said ordinance.

36. That as a direct and proximate result of said Defendant's failure to install and properly maintain the smoke detectors as required by Curwensville Borough's ORDINANCE 457, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

- (d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count III: Plaintiff v. Defendant Naheed S. Malik;
Negligence**

37. That the averments of paragraphs 1 - 36, inclusive, are hereby incorporated as if again fully set forth at length.

38. That Defendant Naheed S. Malik, as the owner of record and as a person who had an interest in this real estate business with the other Defendant and whom together jointly operated and controlled the same, owed a duty of care to Plaintiff and her children as tenants of the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

39. That said Defendant negligently breached said duty of care by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville ORDINANCE 457.

40. That as a direct and proximate result of said Defendant's aforementioned negligence, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count IV: Plaintiff v. Defendant Shaukat I. Malik;
Negligence**

41. That the averments of paragraphs 1 - 40, inclusive, are hereby incorporated as if again fully set forth at length.

42. That Defendant Shaukat I. Malik, as a person who had an ownership interest in this real estate business with the other Defendant and whom together jointly operated and controlled the same, owed a duty of care to Plaintiff and her children as tenants of the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

43. That said Defendant negligently breached said duty of care by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville ORDINANCE 457.

44. That as a direct and proximate result of said Defendant's aforementioned negligence, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count V: Plaintiff v. Defendant Naheed S. Malik;
Breach of Contract**

45. That the averments of paragraphs 1 - 44, inclusive, are hereby incorporated as if again fully set forth at length.

46. That Plaintiff contracted with Defendant Naheed S. Malik to lease the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania as her residence for her and her family.

47. That as a residential lease, said Defendant owed an implied warranty of fitness and habitability to Plaintiff and her children.

48. That said Defendant breached said implied warranties of fitness and habitability by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville Borough ORDINANCE 457 in the premises.

49. That as a direct and proximate result of said Defendant's aforementioned breach of contract, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S.

Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VI: Plaintiff v. Defendant Shaukat I. Malik;
Breach of Contract**

50. That the averments of paragraphs 1 - 49, inclusive, are hereby incorporated as if again fully set forth at length.

51. That Plaintiff contracted with Defendant Shaukat I. Malik, as an owner and as a person who controlled and/or participated in the control of this real estate business, to lease the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania as her residence for her and her family.

52. That as a residential lease, said Defendant owed an implied warranty of fitness and habitability to Plaintiff and her children.

53. That said Defendant breached said implied warranties of fitness and habitability by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville Borough ORDINANCE 457 in the premises.

54. That as a direct and proximate result of said Defendant's aforementioned breach of contract, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

- (d) each of their beneficiaries and representatives, sustained economic and general

damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VII: Plaintiff v. All Defendants;
Wrongful Death (Dawson H. Ross)**

55. That the averments of paragraphs 1 - 54, inclusive, are hereby incorporated as if again fully set forth at length.

56. Due to the conduct of the defendants, as aforesaid, Dawson H. Ross died and left individuals entitled to recover for his death.

57. Said Decedent's statutory beneficiaries, by reason of the death of Decedent, have suffered such losses as are permitted for recovery, including funeral expenses, financial losses, and other expenses of the administration of the estate.

58. In addition, said Decedent's statutory survivors have suffered the loss of Decedent's society and comfort, friendship, guidance, love, tutelage, affection, services, and other damages as are recoverable under the Wrongful Death Act of Pennsylvania.

59. Plaintiff, as Representative and as Administratrix of said Decedent's Estate, therefore brings this action under and by virtue of the Act of 1885, P.L. 309, as amended, 42 Pa.C.S.A. §8031 and Pa.R.C.P. 2202(a).

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VIII: Plaintiff v. All Defendants;
Wrongful Death (Chandler R. Ross)**

60. That the averments of paragraphs 1 - 59, inclusive, are hereby incorporated as if again fully set forth at length.

61. Due to the conduct of the defendants, as aforesaid, Chandler R. Ross died and left individuals entitled to recover for his death.

62. Said Decedent's statutory beneficiaries, by reason of the death of Decedent, have suffered such losses as are permitted for recovery, including funeral expenses, financial losses, and other expenses of the administration of the estate.

63. In addition, said Decedent's statutory survivors have suffered the loss of Decedent's society and comfort, friendship, guidance, love, tutelage, affection, services, and other damages as are recoverable under the Wrongful Death Act of Pennsylvania.

64. Plaintiff, as Representative and as Administratrix of said Decedent's Estate, therefore brings this action under and by virtue of the Act of 1885, P.L. 309, as amended, 42 Pa.C.S.A. §8031 and Pa.R.C.P. 2202(a).

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count IX: Plaintiff v. All Defendants;
Survival Action (Dawson H. Ross)**

65. That the averments of paragraphs 1 - 64, inclusive, are hereby incorporated as if again fully set forth at length.

66. Plaintiff brings this action on behalf of the Estate of Dawson H. Ross under and by virtue of the Act of June 30, 1972, P.L. 500, No. 164, effective July 1, 1972; 20 Pa.C.S.A. § 3373, 42 Pa.C.S.A. § 8302 and Pa.R.C.P. 2352 (a).

67. Said Plaintiff's estate claims all damages suffered by reason of the death of Dawson H. Ross, including the following:

- (a) His mental and physical pain, suffering and inconvenience prior to his death on July 22, 2007;
- (b) His future earning and loss of future earning capacity;
- (c) His other financial losses suffered as a result of his death;
- (d) His loss of enjoyment of life; and
- (e) Such other damages as are recoverable in a survival action.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count X: Plaintiff v. All Defendants;
Survival Action (Chandler R. Ross)**

68. That the averments of paragraphs 1 - 67, inclusive, are hereby incorporated as if again fully set forth at length.

69. Plaintiff brings this action on behalf of the Estate of Chandler R. Ross under and by virtue of the Act of June 30, 1972, P.L. 500, No. 164, effective July 1, 1972; 20 Pa.C.S.A. § 3373, 42 Pa.C.S.A. § 8302 and Pa.R.C.P. 2352 (a).

70. Said Plaintiff's estate claims all damages suffered by reason of the death of Chandler

R. Ross, including the following:

- (a) His mental and physical pain, suffering and inconvenience prior to his death on July 22, 2007;
- (b) His future earning and loss of future earning capacity;
- (c) His other financial losses suffered as a result of his death;
- (d) His loss of enjoyment of life; and
- (e) Such other damages as are recoverable in a survival action.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

Miscellaneous Averments

- 71. That the liability of each defendant is joint and several.
- 72. That venue is proper.
- 73. That jurisdiction is proper.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

Respectfully Submitted,

Theron G. Noble, Esquire
Attorney for Petitioner
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. #: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

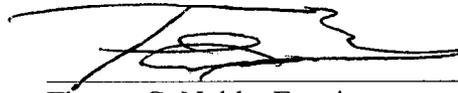
No. 08-1221-CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 22nd day of June, 2009, that I did serve on the defendant's counsel Plaintiff's MOTION FOR LEAVE OF COURT TO AMEND CIVIL COMPLAINT, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

FILED NOCC.

m/11:42am
JUN 24 2009

S

LM

William A. Shaw
Prothonotary/Clerk of Courts

No. 08- 1221 -CD

Type of Pleading:

**NOTICE OF INTENT TO
SERVE SUBPOENA**

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

**NOTICE OF INTENT TO SERVE SUBPOENA TO PRODUCE DOCUMENTS AND
THINGS FOR DISCOVERY PURSUANT TO RULE 4009.21**

Date: June 23, 2009

Plaintiff intends to serve a subpoena identical to that attached to this notice to Cen-Clear Child Services, Inc.. You have twenty (20) days from the date listed below in which to file of record and serve upon the undersigned any objection to the subpoena. If no objection is made, the subpoena may be served.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CLEARFIELD

Megan N. Lanich Ross
Estate of Chandler R. Ross
Estate of Dawson H. Ross
Plaintiff(s)

Vs.

Naheed S. Malik
Shaukat I. Malik
Defendant(s)

*

*

*

No. 2008-01221-CD

SUBPOENA TO PRODUCE DOCUMENTS OR THINGS FOR DISCOVERY PURSUANT TO
RULE 4009.22

TO: Cen-Clear Child Services, Inc.
(Name of Person or Entity)

Within twenty (20) days after service of this subpoena, you are ordered by the Court to produce the following documents or things:
all documents which establish or tend to establish: (i) any facts associated with the safety checks performed by Dixie Polites concerning the Lanich Ross home; and (ii) the Lanich-Ross address for services provided during January 1 through February 28, 2007.

You may deliver or mail legible copies of the documents or produce things requested by this subpoena, together with the certificate of compliance, to the party making this request at the address listed above. You have the right to seek in advance the reasonable cost of preparing the copies or producing the things sought.

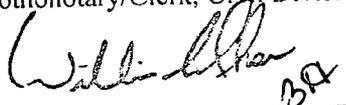
If you fail to produce the documents or things required by this subpoena within twenty (20) days after its service, the party serving this subpoena may seek a court order compelling you to comply with it.

THIS SUBPOENA WAS ISSUED AT THE REQUEST OF THE FOLLOWING PERSON:

NAME: Theron G. Noble, Esquire
ADDRESS: 301 E. Pine Street
Clearfield, PA 16830
TELEPHONE: (814)-375-2221
SUPREME COURT ID # 55942
ATTORNEY FOR: Plaintiff

BY THE COURT:

William A. Shaw
Prothonotary/Clerk, Civil Division



Deputy

DATE: Monday, June 22, 2009
Seal of the Court

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

COPY

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

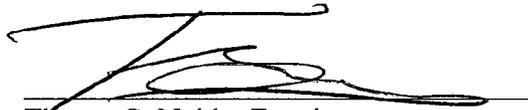
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 23rd day of June, 2009, that I did serve on the defendant's counsel Plaintiff's NOTICE OF INTENT TO SERVE SUBPOENA (with the proposed subpoena), via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

U

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

RULE TO SHOW CAUSE

Now, this 29th day of June, 2009, upon consideration of the attached MOTION FOR LEAVE OF COURT TO AMEND CIVIL COMPLAINT, a RULE is hereby issued upon the Defendants to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the 20th day of July, 2009, and hearing will be held on the 4th day of September, 2009, commencing at 2 : 30, P.M., Courtroom No.1, Clearfield County Courthouse.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

By The Court,
Judith A. Cameron
Judge...

FILED ^{icc}
014:0061
JUN 29 2009
Atty Noble
William A. Shaw
Prothonotary/Clerk of Courts

FILED

JUN 29 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 6/29/09

- 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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED

M 7:50 P.M. GK
JUL 08 2009

William A. Shaw
Prothonotary/Clerk of Courts

NO CC

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

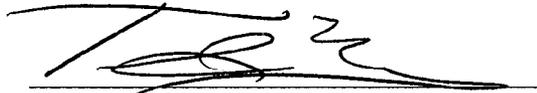
No. 08- 1221 -CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 7th day of July, 2009, that I did serve on counsel of record for defendants, the RULE TO SHOW CAUSE issued upon Plaintiff's MOTION FOR LEAVE TO AMEND CIVIL COMPLAINT, via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as :
Administratrix of the Estates of :
CHANDLER R. ROSS and : No. 08-1221-CD
And DAWSON H. ROSS, :
Plaintiff :
:
Vs. :
:
NAHEED MALIK, an adult :
Individual, and :
SHAUKAT MALIK, an adult :
Individual, :
Defendants :

CASE NUMBER: No. 2008-1221-CD
TYPE OF CASE: Civil
TYPE OF PLEADING: ANSWERS TO FOURTH SET OF INTERROGATORIES
FILED ON BEHALF OF: DEFENDANTS

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQ.
Supreme Court I.D. #26540
327 East Market Street
Clearfield, PA 16830
(814) 765-1581

5
FILED *NO*
02:13/39 *CC*
AUG 27 2009
BAW
William A. Shaw
Prothonotary/Clerk of Courts

Brittany Graham
Dixie Polites

In addition, Defendants will introduce records and witnesses, to be determined through Discovery, from Clearfield County Children, Family & Youth Services, detailing what Defendants' believe show a history of the Plaintiff's neglect and poor parenting skills.

(iii) Answered

2. Same as above.

Respectfully submitted,



R. Denning Gearhart
Attorney for Defendant

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

ORDER

AND NOW this 4th day of September, 2009, Plaintiff's MOTION FOR LEAVE OF COURT TO AMEND CIVIL COMPLAINT is hereby GRANTED. Plaintiff shall file the proposed FIRST AMENDED CIVIL COMPLAINT, along with the appropriate Exhibits, cover page and Notice to Defend, which shall be considered as her original pleading in this matter, within ten (10) days hereof.

By the Court,


Hon. Fredric J. Ammerman, PJ

FILED
013100371
SEP 04 2009

William A. Shaw
Prothonotary/Clerk of Courts

2CC Atty Noble
(will serve)

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED *NOCC*
M 110-44304
SEP 09 2009
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

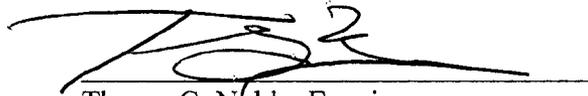
No. 08-1221-CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 5th day of September, 2009, that I did serve on counsel of record for defendants, the ORDER issued upon Plaintiff's MOTION FOR LEAVE TO AMEND CIVIL COMPLAINT, via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

FILED

SEP 11 2009

07 10:50(w)

William A. Shaw

Prothonotary/Clerk of Courts (SN)

no c/c

No. 08- 1221 -CD

Type of Pleading:

AMENDED CIVIL COMPLAINT

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

Court Administrator
c/o Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

**FIRST AMENDED
CIVIL COMPLAINT**

NOW COMES Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her FIRST AMENDED CIVIL COMPLAINT:

The Parties

1. Plaintiff is Megan N. Lanich Ross, an adult individual, who does reside at 430 West Front Street, Clearfield , PA 16830, Clearfield County, Pennsylvania 16881, in her individual capacity and as Administratrix of the Estate of Dawson H. Ross and Chandler R. Ross.
2. That first defendant is Naheed S. Malik, upon information and belief, an adult individual, who does, and at all material times, did reside at 2359 Meadow Road, Clearfield, Clearfield County, Pennsylvania 16830.

3. That second defendant is Shaukat I. Malik, upon information and belief, an adult individual, who does, and at all material times, did reside at 2359 Meadow Road, Clearfield, Clearfield County, Pennsylvania 16830.
4. That, upon information and belief, that defendants are, and at all material times, were married to each other, living together as husband and wife.

Background

5. That the averments of paragraphs 1 - 4, inclusive, are hereby incorporated as if again fully set forth at length.
6. That, upon information and belief, amongst various business enterprises that the defendants jointly own and operate, is a real estate business in which they rent residential homes to various tenants.
7. That amongst the real estate that defendants offer to rent was a structure located at 209 and 211 Filbert Street, Curwensville, Clearfield County, Pennsylvania, best described as a “duplex”, being housing for two families under one common roof.
8. That for a period of time, commencing approximately in February, 2007 through July, 2007, Plaintiff rented from the Defendants the portion of the above identified premises, specifically the one with address of 209 Filbert Street, to house her family, including her three minor (3) children, Kiana Ross (DOB: 10/13/99); Dawson H. Ross (DOB: 4/5/02); and Chandler R. Ross (DOB: 2/9/04).
9. That on the morning of July 22, 2007, being a Sunday, Plaintiff awoke sometime shortly before 7:00 A.M., as she was to go to work at her regular place of employment as a waitress at a restaurant located about 10 minutes away.
10. At the above identified time, sleeping in Plaintiff’s home were her three (3) minor

children and her niece Brittany Graham, who was the children's babysitter while Plaintiff was to be at work.

11. That Brittany Graham and Kiana Ross were sleeping in one room, located in the "back of the house" (being farthest from Filbert Street), while Dawson was asleep in his and Chandler's room, located on the second floor towards the left of the house as you look towards Filbert Street), and Chandler was asleep in his mother's room, having come into her room at about 5:00 A.M., located in the "front of the house".

12. That Plaintiff left for work around 7:00 A.M., on the morning of July 22, 200 and all other occupants of the home were asleep.

13. That, upon information and belief, sometime within an hour or so after Plaintiff had left for work, Dawson had awoken and went downstairs into the living room area, located on the first floor nearest Filbert Street and apparently played with a lighter that he had taken from someplace he had hidden the lighter.

14. That, upon information and belief, Dawson, then five (5) years of age, successfully but tragically ignited the lighter and started a fire beginning with the couch and continuing through the house.

15. That, upon information and belief, Dawson, most likely in fear of what happened, retreated to his and Chandler's bedroom.

16. That shortly before 9:00 A.M., as the fire and accompanying smoke spread throughout the house, Brittany Graham and Kiana Ross awoke to screams which were coming from Dawson, however, due to the heavy smoke and tremendous heat, neither Brittany nor Kiana were not able to advance into the house and a neighbor had come to

the back window with a ladder which provided escape from the structure for Brittany and Kiana.

17. That Dawson H. Ross remained trapped in the structure and was killed, presumably from smoke inhalation, and also suffering from significant burns, his remains found in his bedroom.

18. That Chandler R. Ross also was not able to be rescued, was also trapped in the home, and also perished in the fire, presumably from smoke inhalation and also suffering from significant burns, his remains found in his mother's bedroom.

19. That there was no smoke detectors in the Lanich/Ross home.

20. That well before the fire, Plaintiff has requested that smoke detectors be installed in the home and although Defendants and their representatives indicated they would do so, never did install said smoke detectors.

21. That upon information and belief, if smoke detectors had been installed as requested and as required, pursuant to applicable statutes, codes and standards of negligence, Dawson H. Ross and Chandler R. Ross would not have been killed and would not have suffered the significant injuries from which they died.

22. That Plaintiff brings this suit in her individual right and for the benefit of those entitled to bring a wrongful death action, as well as the survival action for the benefit of Dawson's and Chandler's heirs at law, each of which solely include Plaintiff and her husband, Travis Ross, whom is also the father of Dawson and Chandler and who resides with Plaintiff at the aforementioned address.

**Count I: Plaintiff v. Defendant Naheed S. Malik;
Statutory Violations**

23. That the averments of paragraphs 1 - 22, inclusive, are hereby incorporated as if again fully set forth at length.

24. That by ORDINANCE, duly adopted on June 13, 2005, by the Borough of Curwensville, a duly formed and existing political subdivision, specifically ORDINANCE 457, a true and correct copy of which is attached hereto as Exhibit "A", Curwensville Borough adopted the 2003 International Property Maintenance Code.

25. § 704.2 of the 2003 International Property Maintenance Code, a true and correct copy of which is attached hereto as Exhibit "B", required that numerous smoke detectors be installed and maintained in the Lanich/Ross home, located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

26. Specifically, said Defendant should have installed and maintained at least eight (8) smoke detectors in the Lanich/Ross home, located in each of the three bedrooms, immediately outside of each bedroom, one on the first floor and one in the basement.

27. That said Defendant neither installed nor maintained any smoke detectors on the Lanich/Ross premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania at any time during the Lanich/Ross tenancy.

28. In the alternative, if said premises had any smoke detectors, it did not have any such smoke detectors either in any of the three bedrooms nor immediately outside any of the three bedrooms as required pursuant to said ordinance.

29. That the Defendant Naheed S. Malik acquired the property on October 9, 2006, for purposes of the Defendant's real estate business, after Curwensville Borough had duly and properly adopted ORDINANCE 457. A true and correct copy of the deed conveying

said property to Defendant Naheed S. Malik is attached hereto as Exhibit "C".

30. That as a direct and proximate result of said Defendant's failure to install and properly maintain the smoke detectors as required by Curwensville Borough's ORDINANCE 457, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count II: Plaintiff v. Defendant Shaukat I. Malik;
Statutory Violations**

31. That the averments of paragraphs 1 - 30, inclusive, are hereby incorporated as if again fully set forth at length.

32. That said Defendant has an ownership interest and participated in the operation of the real estate business.

33. Said Defendant, as one who participated in this real estate venture as an owner and in its operation and control, should have complied with Curwensville Borough ORDINANCE 457 and as such should have installed and maintained at least eight (8)

smoke detectors in the Lanich/Ross home, located in each of the three bedrooms, immediately outside of each bedroom, one on the first floor and one in the basement.

34. That said Defendant neither installed nor maintained any smoke detectors on the Lanich/Ross premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania at any time during the Lanich/Ross tenancy.

35. In the alternative, if said premises had any smoke detectors, it did not have any such smoke detectors either in any of the three bedrooms nor immediately outside any of the three bedrooms as required pursuant to said ordinance.

36. That as a direct and proximate result of said Defendant's failure to install and properly maintain the smoke detectors as required by Curwensville Borough's ORDINANCE 457, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count III: Plaintiff v. Defendant Naheed S. Malik;
Negligence**

37. That the averments of paragraphs 1 - 36, inclusive, are hereby incorporated as if again fully set forth at length.

38. That Defendant Naheed S. Malik, as the owner of record and as a person who had an interest in this real estate business with the other Defendant and whom together jointly operated and controlled the same, owed a duty of care to Plaintiff and her children as tenants of the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

39. That said Defendant negligently breached said duty of care by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville ORDINANCE 457.

40. That as a direct and proximate result of said Defendant's aforementioned negligence, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

- (d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count IV: Plaintiff v. Defendant Shaukat I. Malik;
Negligence**

41. That the averments of paragraphs 1 - 40, inclusive, are hereby incorporated as if again fully set forth at length.

42. That Defendant Shaukat I. Malik, as a person who had an ownership interest in this real estate business with the other Defendant and whom together jointly operated and controlled the same, owed a duty of care to Plaintiff and her children as tenants of the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania.

43. That said Defendant negligently breached said duty of care by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville ORDINANCE 457.

44. That as a direct and proximate result of said Defendant's aforementioned negligence, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

(a) each endured significant pain and suffering;

(b) each were placed in significant fear;

(c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count V: Plaintiff v. Defendant Naheed S. Malik;
Breach of Contract**

45. That the averments of paragraphs 1 - 44, inclusive, are hereby incorporated as if again fully set forth at length.

46. That Plaintiff contracted with Defendant Naheed S. Malik to lease the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania as her residence for her and her family.

47. That as a residential lease, said Defendant owed an implied warranty of fitness and habitability to Plaintiff and her children.

48. That said Defendant breached said implied warranties of fitness and habitability by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville Borough ORDINANCE 457 in the premises.

49. That as a direct and proximate result of said Defendant's aforementioned breach of contract, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

(a) each endured significant pain and suffering;

(b) each were placed in significant fear;

(c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Naheed S. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VI: Plaintiff v. Defendant Shaukat I. Malik;
Breach of Contract**

50. That the averments of paragraphs 1 - 49, inclusive, are hereby incorporated as if again fully set forth at length.

51. That Plaintiff contracted with Defendant Shaukat I. Malik, as an owner and as a person who controlled and/or participated in the control of this real estate business, to lease the premises located at 209 Filbert Street, Curwensville, Clearfield County, Pennsylvania as her residence for her and her family.

52. That as a residential lease, said Defendant owed an implied warranty of fitness and habitability to Plaintiff and her children.

53. That said Defendant breached said implied warranties of fitness and habitability by neither installing nor maintaining any smoke detectors, let alone the number of smoke detectors required pursuant to Curwensville Borough ORDINANCE 457 in the premises.

54. That as a direct and proximate result of said Defendant's aforementioned breach of contract, Dawson H. Ross and Chandler R. Ross suffered injuries and damages as follows:

- (a) each endured significant pain and suffering;
- (b) each were placed in significant fear;
- (c) each were exposed to an increased risk of harm and death, which actually occurred;

and

(d) each of their beneficiaries and representatives, sustained economic and general damages as set forth hereafter.

WHEREFORE, Plaintiff requests JUDGMENT against Defendant Shaukat I. Malik, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VII: Plaintiff v. All Defendants;
Wrongful Death (Dawson H. Ross)**

55. That the averments of paragraphs 1 - 54, inclusive, are hereby incorporated as if again fully set forth at length.

56. Due to the conduct of the defendants, as aforesaid, Dawson H. Ross died and left individuals entitled to recover for his death.

57. Said Decedent's statutory beneficiaries, by reason of the death of Decedent, have suffered such losses as are permitted for recovery, including funeral expenses, financial losses, and other expenses of the administration of the estate.

58. In addition, said Decedent's statutory survivors have suffered the loss of Decedent's society and comfort, friendship, guidance, love, tutelage, affection, services, and other damages as are recoverable under the Wrongful Death Act of Pennsylvania.

59. Plaintiff, as Representative and as Administratrix of said Decedent's Estate, therefore brings this action under and by virtue of the Act of 1885, P.L. 309, as amended, 42 Pa.C.S.A. §8031 and Pa.R.C.P. 2202(a).

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count VIII: Plaintiff v. All Defendants;
Wrongful Death (Chandler R. Ross)**

60. That the averments of paragraphs 1 - 59, inclusive, are hereby incorporated as if again fully set forth at length.

61. Due to the conduct of the defendants, as aforesaid, Chandler R. Ross died and left individuals entitled to recover for his death.

62. Said Decedent's statutory beneficiaries, by reason of the death of Decedent, have suffered such losses as are permitted for recovery, including funeral expenses, financial losses, and other expenses of the administration of the estate.

63. In addition, said Decedent's statutory survivors have suffered the loss of Decedent's society and comfort, friendship, guidance, love, tutelage, affection, services, and other damages as are recoverable under the Wrongful Death Act of Pennsylvania.

64. Plaintiff, as Representative and as Administratrix of said Decedent's Estate, therefore brings this action under and by virtue of the Act of 1885, P.L. 309, as amended, 42 Pa.C.S.A. §8031 and Pa.R.C.P. 2202(a).

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count IX: Plaintiff v. All Defendants;
Survival Action (Dawson H. Ross)**

65. That the averments of paragraphs 1 - 64, inclusive, are hereby incorporated as if again fully set forth at length.

66. Plaintiff brings this action on behalf of the Estate of Dawson H. Ross under and by virtue of the Act of June 30, 1972, P.L. 500, No. 164, effective July 1, 1972; 20 Pa.C.S.A. § 3373, 42 Pa.C.S.A. § 8302 and Pa.R.C.P. 2352 (a).

67. Said Plaintiff's estate claims all damages suffered by reason of the death of Dawson H. Ross, including the following:

- (a) His mental and physical pain, suffering and inconvenience prior to his death on July 22, 2007;
- (b) His future earning and loss of future earning capacity;
- (c) His other financial losses suffered as a result of his death;
- (d) His loss of enjoyment of life; and
- (e) Such other damages as are recoverable in a survival action.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

**Count X: Plaintiff v. All Defendants;
Survival Action (Chandler R. Ross)**

68. That the averments of paragraphs 1 - 67, inclusive, are hereby incorporated as if again fully set forth at length.

69. Plaintiff brings this action on behalf of the Estate of Chandler R. Ross under and by virtue of the Act of June 30, 1972, P.L. 500, No. 164, effective July 1, 1972; 20 Pa.C.S.A. § 3373, 42 Pa.C.S.A. § 8302 and Pa.R.C.P. 2352 (a).

70. Said Plaintiff's estate claims all damages suffered by reason of the death of Chandler

R. Ross, including the following:

- (a) His mental and physical pain, suffering and inconvenience prior to his death on July 22, 2007;
- (b) His future earning and loss of future earning capacity;
- (c) His other financial losses suffered as a result of his death;
- (d) His loss of enjoyment of life; and
- (e) Such other damages as are recoverable in a survival action.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

Miscellaneous Averments

- 71. That the liability of each defendant is joint and several.
- 72. That venue is proper.
- 73. That jurisdiction is proper.

WHEREFORE, Plaintiff requests JUDGMENT against Defendants Shaukat I. Malik and Naheed S. Malik, jointly and severally, in an amount in excess of the limits of arbitration, plus interest and costs.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'T. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Petitioner
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. #: 55942

ORDINANCE NO. 457

**AN ORDINANCE OF THE BOROUGH OF CURWENSVILLE,
CLEARFIELD COUNTY, PENNSYLVANIA, CHAPTER 85, FOR THE
ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE
CODE**

An ordinance of the Borough of Curwensville adopting the 2003 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the Borough of Curwensville; providing for the issuance of permits and collection of fees therefore; repealing Chapter 85 of the Code of the Borough of Curwensville (Ordinance No. 421) and all other ordinances and parts of the ordinances in conflict therewith.

BE IT ORDAINED AND ENACTED by the Borough Council of Curwensville Borough, Clearfield County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same as follows:

Section 85-1. Adoption of Standards - That a certain document, one (1) copy of which is on file in the office of the Borough Secretary of the Borough of Curwensville, being marked and designated as the *International Property Maintenance Code*, 2003 edition, and all current and subsequent publications, revisions, amendments, updating, changes, cumulative supplements or reissuing,

as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the Borough of Curwensville, in the State of Pennsylvania, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the Borough of Curwensville are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 85-2 of this ordinance.

Section 85-2. Modifications to Standards - The following sections are hereby revised:

- A. In Section 101.1. (second line) insert: the Borough of Curwensville.
- B. In Section 103.5. insert: Schedule to be established from time to time by Resolution of Borough Council of the Borough of Curwensville.
- C. In Section 106.4 (sixth line) insert: The amount of the fine for each violation shall not be less than \$50.00 nor more than \$1,000.00, plus costs of prosecution.
- D. In Section 304.14. (first and second lines) insert: April 1 to December 1.
- E. In Section 602.3. (fifth line) insert: September 1 to June 1.
- F. In Section 602.4. (third line) insert: September 1 to June 1.

Section 85-3. Repealer - That Chapter 85 (Ordinance No. 421) of the Code of the Borough of Curwensville entitled PROPERTY MAINTENANCE, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 85-4. Validity - That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Curwensville Borough Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 85-5. Effect of Adoption - That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 85-3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 85-6. Effective Date - That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

ORDAINED AND ENACTED by the Council of the Borough of Curwensville
in a public meeting held the 13th day of June, 2005.

ATTEST:

CURWENSVILLE BOROUGH COUNCIL

Emma Kearns
Secretary

BY: John Sam
President of Borough Council

EXAMINED AND APPROVED this 13th day of June, 2005

David A. McManis
Mayor

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

[F] SECTION 702 MEANS OF EGRESS

702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *International Fire Code*.

702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

[F] SECTION 703 FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition.

Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

[F] SECTION 704 FIRE PROTECTION SYSTEMS

704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

704.2 Smoke alarms. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*.

704.3 Power source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

**Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830**

***RETURN DOCUMENT TO:
CIAMACCO SETTLEMENT SERVICES**

**Instrument Number - 200618701
Recorded On 11/3/2006 At 2:55:42 PM
* Instrument Type - DEED
* Total Pages - 4
Invoice Number - 157770
* Grantor - YOUNG, SPENCER A
* Grantee - MALIK, NAHEED S
* Customer - CIAMACCO SETTLEMENT SERVICES**

*** FEES**

STATE TRANSFER TAX	\$660.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
CURWENSVILLE AREA	\$330.00
SCHOOLS REALTY TAX	
CURWENSVILLE BOROUGH	\$330.00
TOTAL PAID	\$1,348.50

— Exhibit "C" —

**I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.**



Karen L. Starck
**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

County Parcel Nos.: 6.2-H10-283-32 and 6.2-H10-283-31

This Deed

MADE the 9^m day of October in the year Two Thousand and four (2006).

BETWEEN SPENCER A. YOUNG and KRISTIE L. YOUNG, husband and wife, of 211 Filbert Street, Curwensville, Pennsylvania 16833, hereinafter referred to as the "GRANTOR";

-And-

NAHEED S. MALIK, a married individual, of 395 W. Blackwell Street, Dover, New Jersey 07801, hereinafter referred to as the "GRANTEE".

WITNESSETH, that in consideration of the sum of Sixty-six Thousand (\$66,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, his successors and assigns forever,

ALL those certain pieces, parcels or tracts of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

PARCEL ONE: 209 Filbert Street, Curwensville, Pennsylvania 16833

BEGINNING at a stake in the East line of Filbert Street, said stake being located North Thirty (30) degrees forty-eight (48) minutes East one hundred five and eight tenths (105.8) feet from the Northeast corner of the intersection of Filbert Street and Water Street; thence North thirty (30) degrees forty-eight (48) minutes East, twenty-five and seven tenths (25.7) feet to mark in concrete walk at the corner of Lot No. 211; thence along the line of Lot No. 211; South fifty-nine (59) degrees twelve (12) minutes East, one hundred and ninety (190) feet to a stake on the line of an alley; thence along line of said alley South thirty (30) degrees forty-eight (48) minutes West, twenty-five and seven tenths (25.7) feet to a stake on the corner of Lot Nos. 205-207; thence along line of said Lot Nos. 205-207; North fifty-nine (59) degrees twelve (12) minutes West, one hundred and ninety (190) feet to place of beginning. Being known as Lot No. 209, Filbert Street, Curwensville, Pennsylvania.

PARCEL TWO: 211 Filbert Street, Curwensville, Pennsylvania 16833

BEGINNING at a mark in concrete walk in the East line of Filbert Street, said mark in concrete walk being located North 30 degrees 48 minutes East 131.5 feet from the Northeast corner of the intersection of Filbert Street and Water Street; thence North 30 degrees 48 minutes East 26.3 feet to a said alley South 30 degrees 48 minutes West 26.3 feet to a stake at the corner of Lot No. 209 North 59 degrees 12 minutes West 190 feet to the place of beginning, being known as Lot No. 211, Filbert Street, Curwensville, Pennsylvania.

SUBJECT, HOWEVER, to all exception and reservations contained in the prior chain of title pertaining to coal and other materials.

BEING the same premises which Allen G. Bressler granted and conveyed unto Spencer A. Young and Kristie L. Young by deed dated October 5, 2000 and recorded October 9, 2000 in the office of the Recorder of Deeds of Clearfield County at Instrument No. 200015031.

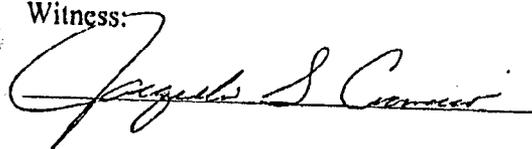
TOGETHER with all and singular, the improvements, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of the said parties of the first part in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof.

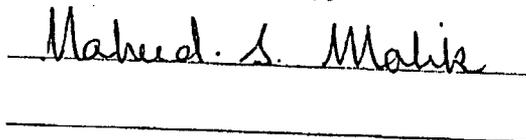
TO HAVE AND HOLD the said hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances unto the said party of the second part, their heirs, executors, administrators, and assigns, to and for the only proper use and behoof of the said party of the second part, their heirs, executors, administrators, and assigns, **FOREVER.**

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966" I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.

Witness:





This 2nd day of November, 2006.

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE, OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING, OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT, OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED, OR RESERVED BY THIS INSTRUMENT. (This Notice is set forth pursuant to Act No. 255, approved September 10, 1965, as amended).

AND the said Grantors will SPECIALLY warrant and forever defend the property hereby conveyed.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals the day and year first above written.

Sealed and delivered
in the presence of:

Kristen L. Zurat
"as to both"

Spencer A. Young (SEAL)
Spencer A. Young

Kristie L. Young (SEAL)
Kristie L. Young

Certificate of Residence

I hereby certify that the precise residence of the Grantees herein are as follows:

Naheed S. Malik
395 W. Blackwell Street
Dover, NJ 07801

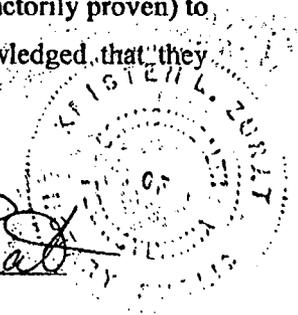
Joseph A. ...
Agent or Attorney for Grantees

Commonwealth of Pennsylvania :
: SS.
County of Clearfield :

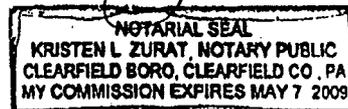
On this, the 9th day of October, 2006, before me, the undersigned authority, personally appeared Spencer A. Young and Kristie L. Young, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kristen L. Zurat
Notary Public



My Commission Expires:



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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)
PLAINTIFF,)
v.) No. 08-_____ -CD
NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)
DEFENDANTS.)

VERIFICATION

I, Megan N. Lanich Ross, Plaintiff, do hereby swear and affirm that I have read the foregoing AMENDED CIVIL COMPLAINT and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 9th day of September, 2009.

By,



Megan N. Lanich Ross, Plaintiff

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

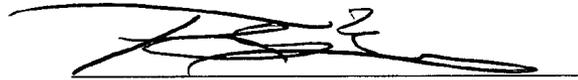
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 11th day of September, 2009, that I did serve on the defendant's counsel Plaintiff's FIRST AMENDED CIVIL COMPLAINT, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult :
individual, individually and as Administratrix :
Of the Estates of CHANDLER R. ROSS :
And DAWSON H. ROSS, : No. 08-1221-CD
Plaintiff :

vs. :

NAHEED S. MALIK, an adult individual, and :
SHAUKAT I. MALIK, an adult individual, :
Defendants :

CASE NUMBER: No. 2008-1221-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: ANSWER TO FIRST AMENDED COMPLAINT AND
NEW MATTER

FILED ON BEHALF OF: Defendants

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQUIRE
Supreme Court I.D. #26540
327-A E. Market Street
Clearfield, PA 16830
(814) 765-1581
(877) 472-3771 (fax)
rdgearhart@atlanticbb.net (e-mail)
Sup. Ct. 26540

FILED
OCT 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

2 cc AAH
Gearhart
(60)

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

MEGAN N. LANICH ROSS, an adult	:	
individual, individually and as Administratrix	:	
Of the Estates of CHANDLER R. ROSS	:	
And DAWSON H. ROSS,	:	No. 08-1221-CD
Plaintiff	:	
	:	
vs.	:	
	:	
NAHEED S. MALIK, an adult individual, and	:	
SHAUKAT I. MALIK, an adult individual,	:	
Defendants	:	

NOTICE

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

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

COURT ADMINISTRATOR'S OFFICE
Clearfield County Courthouse
Clearfield, PA 16830
814-765-2641

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

MEGAN N. LANICH ROSS, an adult	:	
individual, individually and as Administratrix	:	
Of the Estates of CHANDLER R. ROSS	:	
And DAWSON H. ROSS,	:	No. 08-1221-CD
Plaintiff	:	
	:	
vs.	:	
	:	
NAHEED S. MALIK, an adult individual, and	:	
SHAUKAT I. MALIK, an adult individual,	:	
Defendants	:	

ANSWER AND NEW MATTER

AND NOW comes Naheed S. Malik and Shaukat I. Malik, by and through their attorney, who files an answer and new matter to the Complaint filed to the above caption, and in support thereof avers as follows:

1. Not within the knowledge of the Defendants, and, therefore, no answer required. Further, Plaintiff cites, in confusing unprofessionally constructed language, what appears to be two (2) addresses.
2. Admitted.
3. Admitted.
4. Admitted.
5. No answer required.
6. Admitted as to Naheed S. Malik. Denied as to Shaukat I. Malik. Further, denied as to the scope of the Plaintiff's claim. Defendant, Naheed S. Malik, is the sole owner of the real estate in question, which she rented out for residence. Shaukat I. Malik had no ownership claim.

7. Admitted, with the exception of the claim of ownership by Shaukat I. Malik.
8. Admitted in part and denied in part. It is admitted that Plaintiff resided in the identified premises with her three (3) children, but also with the paramour/husband, who was the father of those three (3) children.
9. Not within the knowledge of the Defendants, and, therefore, no answer required.
10. Admitted.
11. Not within the knowledge of the Defendants, and, therefore, no answer required.
12. Not within the knowledge of the Defendants, and, therefore, no answer required.
13. Not within the knowledge of the Defendants, and, therefore, no answer required.
14. Not within the knowledge of the Defendants, and, therefore, no answer required.
15. Not within the knowledge of the Defendants, and, therefore, no answer required.
16. Not within the knowledge of the Defendants, and, therefore, no answer required.
17. Admitted.
18. Admitted.
19. Denied. The premises in question were, in fact, equipped with smoke detectors throughout the apartment. Defendants had no reason to believe they were

not functioning properly since Mr. Malik, no behalf of his wife, had asked about it, with the male tenant assuring him that he would take care of it.

20. Denied. Smoke detectors had been in house since Mrs. Malik purchased it, and to their knowledge, they continued to be in the house. On behalf of his wife, Mr. Malik inquired as to their function and asked to come in and check them, but was told by the male resident that, "I will take care of it".

21. Calls for a conclusion of law, and, therefore, no answer is required.

22. Calls for a conclusion of law, and, therefore, no answer is required.

COUNT I – Defendant Naheed S. Malik
Statutory Violations

23. No answer required.

24. Admitted.

25. Admitted.

26. Denied that the smoke detectors were not installed as required.

27. Denied, for reasons explained above.

28. Admitted.

29. Admitted.

30. Denied that the Defendant failed to install and maintain smoke detectors, and, therefore, it is denied that this failure is the direct and proximate cause of the injuries and death to Dawson H. Ross and Chandler R. Ross.

COUNT II – Plaintiff vs. Defendant Shaukat I. Malik
Statutory Violations

31. No answer required.

32. While it is admitted that Shaukat Malik assisted his wife in the maintaining of the subject premises, it is denied that he had an ownership interest.

33. Calls for a conclusion of law, and, therefore, no answer is required. Further ownership is denied.

34. It is denied that the Defendant had a duty to install smoke detectors in property he did not own. And further it is denied that smoke detectors were not installed.

35. Denied for reasons set forth above.

36. Denied that the alleged failure to install smoke detectors – which, in fact, were installed – was the direct and proximate cause of the injuries and deaths of the two young boys.

COUNT III – Plaintiff vs. Defendant Naheed S. Malik – Negligence

37. No answer required.

38. Admitted.

39. Denied, for reasons stated above. That is, Defendant maintains that there were smoke detectors installed in compliance with Defendant's duty.

40. Denied that the alleged failure to install smoke detectors – which, in fact, were installed – was the direct and proximate cause of the injuries and deaths of the two young boys.

COUNT IV – Plaintiff v. Defendant Shaukat I. Malik – Negligence

41. No answer required.

42. As stated above, Shaukat Malik was not an owner of these premises, and, therefore, he did not owe any duty and care.

43. Denied that there were not smoke detectors installed and maintained. Further denied that Shaukat Malik was the owner of the subject premises.

44. Since it is denied that there were no smoke detectors in the house, it is further denied that this is the direct and proximate cause of the death and injuries of the two young boys.

COUNT V – Plaintiff v. Defendant Naheed S. Malik
Breach of Contract

45. No answer required.

46. Admitted.

47. Calls for a conclusion of law, and, therefore, no answer is required.

48. Calls for a conclusion of law, further denied for reasons set forth above.

There were smoke detectors installed and maintained.

49. Because it is denied the premises lacked smoke detectors, it is denied that the lack of them is the direct and proximate cause of the death of the two children.

COUNT VI – Plaintiff v. Defendant Shaukat I. Malik
Breach of Contract

50. No answer required.

51. Denied that Shaukat Malik was the owner of the premises, and, therefore, denied, that he leased the premises.

52. Denied, calls for a conclusion of law.

53. Denied. Inasmuch as he denies ownership and denies premises lacked smoke detectors, the Defendant, Shaukat I. Malik, had no implied warranties of fitness and habitability.

54. Since it is denied that the premises lacked smoke detectors, it is denied that the lack of them is the direct and proximate cause of the death of the two children.

COUNT VII – Plaintiff v. All Defendants
Wrongful Death (Dawson H. Ross)

- 55. No answer required.
- 56. Denied that Dawson's death was due to the conduct of the Defendants.
- 57. Admitted.
- 58. Calls for a conclusion of law.
- 59. Calls for a conclusion of law.

COUNT VIII – Plaintiff v. All Defendants
Wrongful Death (Chandler R. Ross)

- 60. No answer required.
- 61. Denied that Chandler's death was due to the conduct of the Defendants.
- 62. Admitted.
- 63. Calls for a conclusion of law.
- 64. Calls for a conclusion of law.

COUNT IX – Plaintiff v. All Defendants
Survival Action (Dawson H. Ross)

- 65. No answer required.
- 66. No answer required.
- 67. Not within the knowledge of the Defendants.

COUNT X – Plaintiff v. All Defendants
Survival Action (Chandler R. Ross)

- 68. No answer required.
- 69. No answer required.

70. Not within the knowledge of the Defendants.

MISCELLANEOUS AVERMENTS OF PLAINTIFF AMENDED COMPLAINT

71. Calls for conclusion of law. No answer required.

72. Calls for conclusion of law. No answer required.

73. Calls for conclusion of law. No answer required.

NEW MATTER

74. Paragraphs one (1) through sixty-seven (67) of the Complaint and Answers thereto are incorporated herein as though set forth in full.

75. That the Plaintiff, Megan N. Lanich Ross, was solely responsible for the injuries and deaths described due to her failure to provide adequate supervision for her children.

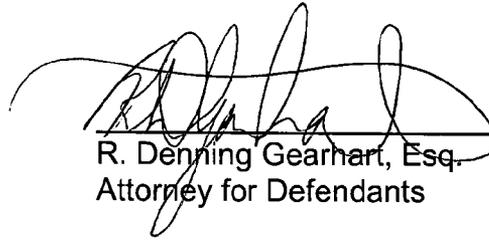
76. If she was not solely responsible for said injuries and death, her negligence in properly supervising two (2) young children contributed to their death.

77. The Defendant, Shaukat I. Malik, is not an owner of said real estate, and owes no duty to the Plaintiffs.

78. Plaintiffs were solely responsible because of their refusal to allow the Defendant, or her agent, to inspect and make any repairs necessary, including a check of the batteries on the smoke detectors. Defendants were further restricted by the Plaintiff's dogs, which growled and intimidat4ed people who came to the apartment.

79. Plaintiff, if not solely negligent, she at least contributed to said negligence by refusing to allow the Defendant, or her agent, to inspect and make any repairs necessary, including a check of the batteries on the smoke detectors.

80. That the damages outlined in the Complaint should be mitigated by the Trust Fund that was established by the public.



R. Denning Gearhart, Esq.
Attorney for Defendants

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF CLEARFIELD :

Before me, the undersigned officer, a Notary Public in and for the above named State and County, personally appeared SHAUKAT I. MALIK and NAHEED S. MALIK, who being dully sworn according to law deposes and says that the facts set forth in the foregoing Answer and New Matter are true and correct to the best of their knowledge, information and belief.

Shaukat I. Malik
SHAUKAT I. MALIK

Naheed S. Malik
NAHEED S. MALIK

Sworn to and subscribed

before me, this 13th
day of October, 2009.

Andrea M. Smith
Notary Public

NOTARIAL SEAL
ANDREA M. SMITH, Notary Public
Clearfield Boro, Clearfield County, PA
My Commission Expires, June 28, 2011

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

MEGAN N. LANICH ROSS, an adult
individual, individually and as Administratrix
Of the Estates of CHANDLER R. ROSS
And DAWSON H. ROSS,
Plaintiff

No. 08-1221-CD

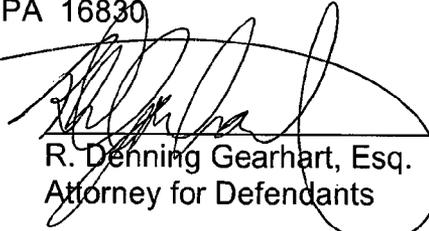
vs.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual,
Defendants

CERTIFICATE OF SERVICE

This is to certify that the undersigned has on this date served a certified copy of the Answer and New Matter filed in the above captioned matter on the Plaintiff through Plaintiff's attorney by depositing such documents in the United States Mail, postage pre-paid and addressed as follows:

Theron G. Noble, Esq.
Ferraraccio & Noble, Esqs.
301 East Pine Street
Clearfield, PA 16830

By: 

R. Denning Gearhart, Esq.
Attorney for Defendants

Dated: October 13 2009

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

REPLY TO NEW MATTER

Filed By:

PLAINTIFF

JURY TRIAL DEMANDED

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED

NOV 02 2009

ml 11:55

William A. Shaw

Prothonotary/Clerk of Courts

no 11

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S REPLY TO NEW MATTER

AND NOW comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of her REPLY TO NEW MATTER:

74. Plaintiff hereby incorporates the averments of her FIRST AMENDED CIVIL

COMPLAINT as if the same were again fully set forth at length.

75. DENIED. It is strictly DENIED that Plaintiff Megan N. Lanich Ross was the sole cause of the injuries and deaths of her children Chandler R. Ross and Dawson H. Ross or that at the subject time she failed to provide for adequate supervision for her children in that she made arrangements for a babysitter, being her 16 year old niece, so that she (Plaintiff) could be at work, which under the attenuate circumstances was reasonable. Strict proof is demanded at time of trial.

76. DENIED. It is strictly DENIED that Megan N. Lanich Ross negligently supervised her two young children or that the same was a legal cause of their injuries and subsequent deaths. Strict proof of the same is demanded at time of trial.

77. DENIED. For the reasons averred in Plaintiff's FIRST AMENDED CIVIL COMPLAINT and as developed through discovery, said defendant either had such duty as an owner of the premises or accepted such duty on account of his involvement in the management of the premises on behalf of his wife. Strict proof is demanded at time of trial.

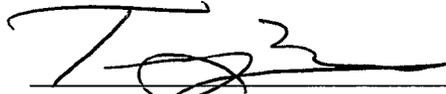
78. DENIED. It is strictly DENIED that (i) Defendant made any attempts to check and make necessary repairs to the smoke detectors; (ii) that Plaintiff in any manner interfered with such attempts; or (iii) Plaintiff's dog interfered with such attempts. Strict proof is demanded at time of trial.

79. DENIED. It is strictly DENIED that (i) Defendant, or any person acting on her behalf, made any attempts to check and make necessary repairs to the smoke detectors; (ii) that Plaintiff in any manner interfered with such attempts; or (iii) Plaintiff's dog interfered with such attempts. Strict proof is demanded at time of trial.

80. By agreement of the parties, and as accompanied by a PRAECIPE to withdraw which was (or should be) filed by counsel for the Defendants, the same was or is to be withdrawn by the Defendants and as such no response is deemed necessary.

WHEREFORE, Plaintiff prays for the relief requested in her FIRST AMENDED CIVIL COMPLAINT.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

VERIFICATION

I, Megan N. Lanich Ross, Plaintiff, do hereby swear and affirm that I have read the foregoing REPLY TO NEW MATTER and that the averments therein contained are true and correct to the best of my knowledge, information and belief. Furthermore, I am over the age of 18 years of age and give this unsworn statement knowing it is to authorities and subject to the penalties of 18 Pa.C.S.A. 4904.

So made this 29th day of October, 2009.

By,


Megan N. Lanich Ross, Plaintiff

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

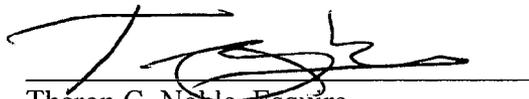
No. 08-1221-CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 30th day of October, 2009, that I did serve on the defendant's counsel Plaintiff's REPLY TO NEW MATTER, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

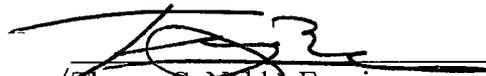
PRAECIPE TO LIST FOR TRIAL

To: William A. Shaw, Prothonotary

Date: November 17, 2009

I, Theron G. Noble, Esquire, counsel for Plaintiffs, does hereby certify that in the above captioned matter, (i) pleadings are closed; (ii) there is no outstanding discovery requests; and (iii) attempts to amicably resolve this matter have failed or would be non-productive. Therefore, request is hereby made that the same be placed on the jury trial list and listed for a four (4) day trial.

Respectfully Submitted,



Theron G. Noble, Esquire

Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

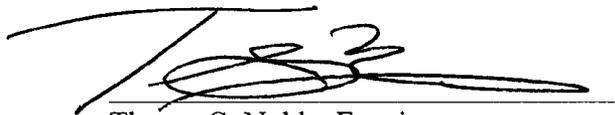
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 17th day of November, 2009, that I did serve on the defendant's counsel Plaintiff's PRAECIPE TO LIST FOR JURY TRIAL, via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult	:	
individual, individually and as Administratrix of the	:	
Estates of CHANDLER R. ROSS and DAWSON	:	
H. ROSS	:	
	:	
vs.	:	No. 08-1221-CD
	:	
NAHEED S. MALIK, an adult individual, and	:	
SHAUKAT I. MALIK, an adult individual	:	

ORDER

AND NOW, this 2ND day of December, 2009, it is the Order of the Court that a pre-trial conference in the above-captioned matter shall be and is hereby scheduled for **Wednesday, January 13, 2010 at 10:30 A.M.** in Judges Chambers, Clearfield County Courthouse, Clearfield, PA.

Additionally, Jury Selection in this matter shall be and is hereby scheduled for April 1, 2010 at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT:



 FREDRIC J. AMMERMAN
 President Judge

5
FILED ^{1CC}
 DEC 04 2009
 04:00/621
 Atty's: Noble
 Gearhart
 William A. Shaw
 Prothonotary/Clerk of Courts

FILED

DEC 04 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 12/4/09

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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

MOTION IN LIMINE

Filed By:

PLAINTIFF

JURY TRIAL DEMANDED

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED NO CC
JAN 08 2010
William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

RULE TO SHOW CAUSE

Now, this _____ day of January, 2010, upon consideration of the attached MOTION IN LIMINE, a RULE is hereby issued upon the Defendants to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the _____ day of _____, 2010, and hearing will be held on the _____ day of _____, 2010, commencing at _____: _____, _____ .M., Courtroom No.1, Clearfield County Courthouse.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

By The Court,

Judge...

5. That Plaintiff propounded on the defense discovery requests, consisting of her 4th set of Interrogatories, concerning said averments to discover information relevant to said allegations of contributory negligence. A true and correct copy of said discovery request is attached hereto as Exhibit "A".

6. That defendants' responses to Plaintiff's Fourth discovery request are attached hereto as Exhibit "B".

Issue 1: Curwensville Ordinance #457
(Failure to Install Smoke Detectors)

7. That Curwensville Borough, the municipality in which the subject premises were located, enacted an ORDINANCE, known as ORDINANCE #457, whereby the standards of the 2003 International Property Maintenance Code applied to the premises. (True and correct copies of the ORDINANCE and relevant portions of the 2003 IPMC are attached as Exhibit "A" to Plaintiff's CIVIL COMPLAINT).

8. Section 701.2 of the 2003 IPMC, captioned "Responsibility" states: "The owner of the premises **shall provide and maintain** such fire safety facilities and equipment in compliance with these requirements". [Emphasis added].

9. That Defendant intends to assert at trial that Mrs. Ross was contributorily negligent in that "She failed to install smoke detectors that were left with her by Cen-Clear Child Services/Dixie Polites." See Defendant's response to 1.(i)(c) of Exhibit "B".

10. Although there is a factual dispute to such allegation, in any event, Defendant's allegation actually changes the legal duty to install and maintain smoke detectors from the landlord to the

tenant in violation of ORDINANCE #457 and should not be permitted.

WHEREFORE, Plaintiff requests that Defendant not be permitted to introduce any evidence that Plaintiff in any manner failed to install or maintain smoke detectors in the subject premises.

Issue 2: Poor Parenting Skills and Neglect

11. In response to 1.(ii) defendant also states: "In addition, Defendants will introduce records and witnesses, to be determined through discovery, from Clearfield County Children, Family & Youth Services, detailing what Defendants' believe show a history of the Plaintiff's neglect and poor parenting skills." See Exhibit "B".

12. That the information provided, and for which no further information has been provided, fails to conform with the discovery request in that it does not adequately inform Plaintiff as to what issues or records may exist, or what issues or records defendants believe exist, such that Plaintiff can adequately prepare, or otherwise challenge, such alleged evidence.

13. Furthermore, without such evidence being better identified, the same sounds as if such evidence would relate to a smear campaign against Mrs. Ross, consisting of opinion testimony as to her character, none of which is relevant nor material to the issues to be litigated or proper evidence.

WHEREFORE, Plaintiff requests that Defendant not be permitted to introduce any evidence relating to Mrs. Ross's alleged lack of parenting skills or neglect of her children.

Issue 3: Failure to Join Mrs. Ross as an Additional Defendant

14. Despite Defendants' allegations as to Mrs. Ross, as contained in averments 69 and 70, defendants have not joined Mrs. Ross as an additional defendant.

15. That although Mrs. Ross is the named plaintiff, in this type of action, she is not the true party in that she brings forth this action as a representative.

16. In that Mrs. Ross is not a party in the typical sense of a named party, defendants are attempting to eradicate or diminish their liability by asserting negligence against a third party who has not been joined to this action.

17. That a defendant can not attempt to establish negligence against a non-joined person (or entity). See Gbur, et.al., v. Golio, 932 A.2d 203 (2007).

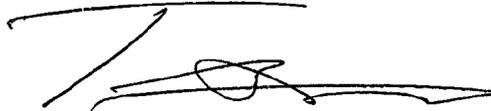
18. That the rule in Pennsylvania is that a plaintiff is not responsible for the negligent acts of a third party unless the relationship between the plaintiff and the third person is such that the plaintiff would be vicariously liable as a defendant for the negligent acts of the third party.

Idzotic v. Catalucci, 292 A.2d 464 (1972).

19. Since neither the Estates of Dawson and Chandler Ross nor themselves if they had survived would be vicariously liable to the defendants for acts of Mrs. Ross, pursuant to Gbur and Idzotic, Mrs. Ross's alleged negligence is not relevant nor material, especially without joinder, to diminish or eradicate the defendants' negligence and statutory violations.

WHEREFORE, Defendants should be precluded from admitting any evidence of contributory negligence attempting to assert or establish the alleged negligence of Mrs. Ross.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

**PLAINTIFF'S FOURTH SET OF DISCOVERY
REQUESTS CONSISTING OF INTERROGATORIES**

AND NOW, comes the Plaintiff, Megan N. Lanich Ross, individually and as Admanistratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who pursuant to Pa.R.Civ.P. 4000, et.seq., deamnds responses within thirty (30) days hereof to the following Interrogatories:

Definitions and Instructions

1. "Defendant" or "Defendants" refer to either, means that person including, its agents, employees, officers, directors, representatives and all other persons or entities having information or authorized to act on its behalf. The words "you" and "your" herein shall be deemed to include all such persons or entities;

2. "Plaintiff" means Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross;

3. "Document" as used herein is intended to embrace the broadest possible meaning of that term under the Pennsylvania Rules of Civil Procedure, and includes all forms of written or recorded information, including drafts thereof;

4. "Communication" as used herein means any oral or written utterance between two or more persons and includes, but not limited to, letters, conversations, telephone calls, personal visits, discussions, agreements, or any other verbal or non-verbal interaction between two or

more persons;

5. "Identify" when used in connection with a person or entity means to provide that person's or entity's name, address and telephone number;

6. "Identify" when used in connection with a document means to provide a brief but accurate description of the contents of the document, to identify the author(s), to identify the recipient(s) or intended recipient(s), to state the date of the document, and to state whether the document is currently in your possession, custody and/or control;

7. "Identify" when used in connection with a communication means to identify the persons or entities who participated, witnessed or were otherwise involved in such communication, to describe the manner or mode in which the communication took place (i.e., whether it was written, oral, in person, telephonic or otherwise), to identify any documents related to or constituting such communication, to state the date upon which the communication took place and the place where the communication occurred, and a summary of what was said and done by each person participating in the communication;

8. To the extent any interrogatory or document request herein is thought to be objectionable and to the extent that answers or production are withheld by virtue of such objection, fully state the basis for the objection and describe the nature of the document or information being withheld;

9. These interrogatories and document requests are continuing in nature. To the extent additional or different information or documents become available to you after your responses hereto, you have an obligation to seasonably supplement your responses to include such information and documents as well as to explain the reason(s) for which such information or document was not originally provided;

10. The accident refers to incident stated in Plaintiff's CIVIL COMPLAINT as the cause of injuries suffered by Plaintiff and/or decedents;

11. In the event sufficient space has not been provided for your responses hereto, attach additional sheets of paper as are necessary to fully respond hereto, so identifying the Interrogatory being answered; and

12. Your replies hereto are required to be under oath or with a verified response.

13. The subject premises means that duplex located at 209 -211 Filbert Street, Curwensville, Clearfield County, Pennsylvania; and

14. The subject date means the date in which a fire destroyed the subject premises, as alleged to be July 22, 2007.

INTERROGATORIES

1. As to averment 69 of Defendants' ANSWER & NEW MATTER, it is stated "That Plaintiff, Megan N. Lanich Ross, was solely responsible for the injuries and deaths described due to her failure to provide adequate supervision of her children". As to such averment, please state with particularity as follows: (i) all manners defendants allege said Plaintiff failed to provide adequate supervision of her children; (ii) identify any witness or witnesses Defendants intend to call in support of such allegation; and (iii) with specificity, what each witness is expected to testify.

Answer

2. As to averment 70 of Defendants' ANSWER & NEW MATTER, it is stated "If she was not solely responsible for said injuries and death, her negligence in properly supervising two (2) young children contributed to their death". As to such averment, please state with particularity as follows: (i) all manners defendants allege said Plaintiff failed to provide adequate supervision of her children; (ii) identify any witness or witnesses Defendants intend to call in support of such allegation; and (iii) with specificity, what each witness is expected to testify.

Answer

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

R. DENNING GEARHART

ATTORNEY & COUNSELOR AT LAW

327 East Market Street
Clearfield, PA 16830
(by appt. only)

814-765-1581
fax 877-472-3771

www.dgearhartpalaw.com
rdgesq@atlanticbb.net

(WE ENDEAVOR TO BE A PAPERLESS OFFICE - IF POSSIBLE, ANY REPLY SHOULD BE BY FAX OR EMAIL)

August 27, 2009

Theron G. Noble
Ferraccio & Noble
301 E. Pine Street
Clearfield, PA 16830

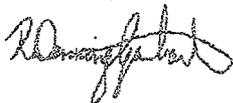
Delivered by fax only to: 814-765-9377

Re: Ross, et al v. Malik; 08-1221-CD

Dear Terry:

Enclosed please find my answers to your Fourth Set of Interrogatories.

Sincerely,



R. Denning Gearhart

RDG:
Enclosure


- Exhibit "B" -

cc: R. Guthrie (w/o Encl; by fax)
JAM/KZ (By Email; for filing at Proth)

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as :
Administratrix of the Estates of :
CHANDLER R. ROSS and : No. 08-1221-CD
And DAWSON H. ROSS, :
Plaintiff :

Vs. :

NAHEED MALIK, an adult :
Individual, and :
SHAUKAT MALIK, an adult :
Individual, :
Defendants :

CASE NUMBER: No. 2008-1221-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: ANSWERS TO FOURTH SET OF INTERROGATORIES

FILED ON BEHALF OF: DEFENDANTS

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQ.
Supreme Court I.D. #26540
327 East Market Street
Clearfield, PA 16830
(814) 765-1581

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

MEGAN N. LANICH ROSS, an adult	:	
Individual, individually and as	:	
Administratrix of the Estates of	:	
CHANDLER R. ROSS and	:	No. 08-1221-CD
And DAWSON H. ROSS,	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
NAHEED MALIK, an adult	:	
Individual, and	:	
SHAUKAT MALIK, an adult	:	
Individual,	:	
Defendants	:	

DEFENDANTS' ANSWERS TO PLAINTIFF'S FOURTH SET OF INTERROGATORIES

AND NOW COME Defendants who answer Plaintiff's Fourth Set of Interrogatories, by and through their attorney, R. Denning Gearhart, and referring to the numerical system contained in said Interrogatories as follows:

1. (i) (a) Despite the fact that one of her children had shown a fascination with fire, and had in fact set fires, she nevertheless allowed cigarette lighters and other manners of starting fires to remain accessible to her young child.

(b) On the morning of the fire, she left her three children under the care of Brittany Graham. Brittany Graham was only 16, and there was little or no indication that she possessed the requisite maturity and responsibility to adequately care for three children, ages 4, 6 and 10 for the length of time required. Further, Plaintiff left her children while Brittany Graham was asleep behind a closed bedroom door, having allowed Brittany Graham to stay up until at least 1 A.M. that morning.

(c) She failed to install the smoke detectors that were left with her by Cen-Clear Child Services/Dixie Polites.

(ii) Defendants will prove the above-referenced claims through the testimony of the following witnesses who Plaintiff has already deposed:
Plaintiff

Brittany Graham
Dixie Polites

In addition, Defendants will introduce records and witnesses, to be determined through Discovery, from Clearfield County Children, Family & Youth Services, detailing what Defendants' believe show a history of the Plaintiff's neglect and poor parenting skills.

(iii) Answered

2. Same as above.

Respectfully submitted,



R. Denning Gearhart
Attorney for Defendant

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 8th day of January, 2010, that I did serve on the defendant's counsel Plaintiff's MOTION IN LIMINE via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

R. DENNING GEARHART

ATTORNEY & COUNSELOR AT LAW

327 East Market Street
Clearfield, PA 16830
(by appt. only)

814-765-1581
fax 877-472-3771

www.dgearhartpalaw.com
rdgesq@atlanticbb.net

(WE ENDEAVOR TO BE A PAPERLESS OFFICE – IF POSSIBLE, ANY REPLY
SHOULD BE BY FAX OR EMAIL)

January 10, 2010

Hon. Frederic J. Ammerman
President Judge
Clearfield County Courthouse
judgeasec@clearfieldco.org
Clearfield, PA 16830

FILED
013:52894
JAN 13 2010
William A. Shaw
Prothonotary/Clerk of Courts

Re: Ross v. Malik
08-1221-CD

Judge Ammerman:

Enclosed please find the Notice of Bankruptcy Filing for Debtors who are the Defendants in the above-captioned case. It was scheduled for a pretrial conference at 10:30 on Wednesday, January 13. The effect of this bankruptcy filing is to stay any further proceedings toward collection of a contested or uncontested debt/claim. The filing removes the above case from Clearfield County's Civil Trial List.

I will take the liberty of discussing how I anticipate this matter to proceed. Mr. Noble has been aware that the Maliks had planned on filing bankruptcy for some time. We discussed this and I shared with him my experience in similar situations involving debtor with liability insurance coverage; in concert, we discussed this with other bankruptcy attorneys who confirmed my advice as to what procedure Mr. Noble needs to follow in order to prosecute his claim -- however worthy or unworthy it may be.

Mr. Noble needs to file with the Bankruptcy Court a Motion To Lift The Stay. As the attorney for the Debtors, I will consent to the Stay being lifted to the extent of insurance coverage, allowing Mr. Noble to proceed re-list the case for trial.

By way of further discussion and as a courtesy to Mr. Noble, during the period we are waiting for the stay to be lifted, I will send to him copies of the Motion For Summary Judgment and request for discovery and other matters which I've already prepared, or have almost completed. So as not to further delay this matter, I will file these as soon as Judge Markowitz signs the order. Inasmuch as I am attempting to retire and move from the area it is in my interest to move this matter along also. The Maliks had wanted

to wait until the first of the year to file their bankruptcy; I wanted to wait until I was paid to file their bankruptcy. That occurred this week.

In summary, the case before you is stayed and I anticipate that the pretrial conference scheduled for Wednesday, January 13 at 10:30 is cancelled. Since I've been married twice I know that I am not infallible therefore if I'm incorrect please advise.

Sincerely,

Sincerely,

A handwritten signature in black ink, appearing to read "R. Denning Gearhart". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

R. Denning Gearhart

RDG:
Enclosure

cc: Theron Noble (by 8147659377@myfax.com)

United States Bankruptcy Court
WESTERN DISTRICT OF PENNSYLVANIA

Notice of Bankruptcy Case Filing

A bankruptcy case concerning the debtor(s) listed below was filed under Chapter 7 of the United States Bankruptcy Code, entered on 01/10/2010 at 7:40 PM and filed on 01/10/2010.

Shaukat I. Malik
2539 Meadow Rd.
Clearfield, PA 16830
SSN / ITIN: xxx-xx-5750

Naheed S. Malik
2539 Meadow Rd.
Clearfield, PA 16830
SSN / ITIN: xxx-xx-7292

The case was filed by the debtor's attorney:

R. Denning Gearhart
327 E. Market Street
Clearfield, PA 16830
814-765-1581

The case was assigned case number 10-70021.

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

If you would like to view the bankruptcy petition and other documents filed by the debtor, they are available at our *Internet* home page <https://ecf.pawb.uscourts.gov> or at the Clerk's Office, U.S. Bankruptcy Court, 5414 U.S. Steel Tower, 600 Grant Street, Pittsburgh, PA 15219.

You may be a creditor of the debtor. If so, you will receive an additional notice from the court setting forth important deadlines.



John J. Horner
Clerk, U.S. Bankruptcy Court

PACER Service Center

FERRARACCIO & NOBLE

301 East Pine Street
Clearfield, PA 16830
(814) 765-4990
(814) 375-2221
FAX: (814) 765-9377

08-1221-CD

FILED
013:0081
FEB 08 2010

William A. Shaw
Prothonotary/Clerk of Courts

Hon Fredric J. Ammerman, PJ
Court of Common Pleas
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

February 3, 2010

Re: Ross, et.al. v. Malik;
08- 1221 -CD
Pre-Trial Conference

Dear Judge Ammerman:

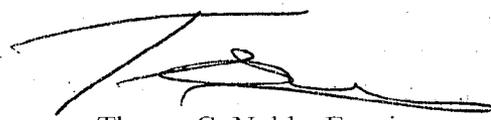
A Pre Trial Conference was scheduled in this matter for January 13th. In anticipation of that conference, I had also filed a MOTION IN LIMINE prior to that time (about 3 - 4 days before). However, the defendants sought bankruptcy protection (on or about January 10th) and the Pre Trial Conference was cancelled due to the automatic stay.

Plaintiff retained bankruptcy counsel to have the automatic stay lifted, which was scheduled for argument February 11th. However, bankruptcy counsel (Earl Lees) has informed me the defendants' entire petition was dismissed for failure to file necessary documents and as such the automatic would no longer apply. I have enclosed herewith the document forwarded to me from Attorney Less concerning the same.

I do not know whether the failure is merely an oversight which has a quick and easy fix, or whether it is more problematic. I do know that at present there is no impediment preventing further prosecution of this case, as per said CERTIFICATION AND ORDER, and would ask if Pre Trial Conference can be scheduled with hopes that we can still honor our jury selection which was scheduled for April 1st.

With regards, I am

Sincerely,



Theron G. Noble, Esquire

tn/TGN w.encl.

cc: Mrs. Megan N. Lanich Ross w.encl.

R. Denning Gearhart, Esquire w.encl.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re:

Shaukat I. Malik
Naheed S. Malik
Debtor(s)

Bankruptcy Case No.: 10-70021-BM

Chapter: 7
Docket No.: 15

CERTIFICATION

The undersigned Clerk of the above-entitled Court certifies that:

The above-captioned case was filed on **January 10, 2010** without all documentation necessary to complete the filing. The Clerk notified the Debtor(s)' attorney, or Debtor(s) if not represented by an attorney, that the deadline for filing the required schedules, statements and/or other documents was **January 19, 2010** for the Mailing Matrix and **January 25, 2010** for the other documents and failure to meet those deadlines would result in the dismissal of the case.

As of **January 29, 2010**, the above deadlines have passed and some or all of the required documents have not been filed with the Clerk.

John J. Horner

Clerk, United States Bankruptcy Court

ORDER

IT IS HEREBY ORDERED that the above-captioned case is **DISMISSED WITHOUT PREJUDICE**, based on the foregoing *Certification* and pursuant to *Fed.R.Bankr.P. 1007* and *Amended General Order #1991-1* of the Court.

Creditor collection remedies are **REINSTATED** pursuant to *11 U.S.C. §349*, and creditors are directed to *11 U.S.C. §108(c)* for time limits on filing a lawsuit to collect; generally, a creditor's lawsuit must be filed by the later of (1) the time deadline prescribed by state law, or (2) thirty days after date of this *Order*.

The Debtors remain legally liable for all of their debts as if the bankruptcy *Petition* had not been filed.

Dated: January 29, 2010

Bernard Markovitz

United States Bankruptcy Judge

cm: All Creditors and All Parties In Interest

#74-D

Certificate of Service Page 2 of 2
CERTIFICATE OF NOTICE

District/off: 0315-7
Case: 10-70021

User: lkat
Form ID: pdf900

Page 1 of 1
Total Noticed: 5

Date Rcvd: Jan 29, 2010

The following entities were noticed by first class mail on Jan 31, 2010.

db/jdb +Shaukat I. Malik, Naheed S. Malik, 2539 Meadow Rd., Clearfield, PA 16830-3530
cr American Express Bank FSB, c/o Becket and Lee LLP, POB 3001, Malvern, PA 19355-0701
cr +Megan N. Lanich Ross, 430 West Front Street, Clearfield, PA 16830-1423

The following entities were noticed by electronic transmission on Jan 29, 2010.

cr E-mail/PDF: rmscedi@recoverycorp.com Jan 30 2010 00:22:32
Recovery Management Systems Corporation, 25 S.E. Second Avenue, Suite 1120,
Miami, FL 33131-1605
12527799 E-mail/PDF: rmscedi@recoverycorp.com Jan 30 2010 00:22:33
Recovery Management Systems Corporation, 25 S.E. 2nd Avenue, Suite 1120,
Miami, FL 33131-1605

TOTAL: 2

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

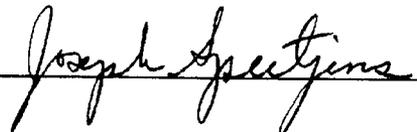
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 31, 2010

Signature: _____



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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates
of CHANDLER R. ROSS and DAWSON H. ROSS,
Plaintiff

*
*
*
*

NO. 08-1221-CD

vs

NAHEED S. MALIK, an adult individual and
SHAUKAT I. MALIK, an adult individual,
Defendants

*
*
*

ORDER

NOW, this 8th day of February, 2010 it is the ORDER of this Court that a pre-trial conference be and is hereby scheduled, in Chambers, for the **5th day of March, 2010 at 10:30 a.m.**

Thirty minutes has been reserved for this proceeding.

FILED 100
011:2261 Atty's: Noble
FEB 09 2010 Gearhart
William A. Shaw
Prothonotary/Clerk of Courts
(60)

BY THE COURT,
Fredric J. Ammerman
FREDRIC J. AMMERMAN
President Judge

ORIGINAL

FILED

FEB 09 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/9/10

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:

1/13

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

FILED

MAR 10 2010

William A. Shaw
Prothonotary/Clerk of Courts

No. 08- 1221 -CD no e/c

Type of Pleading:

MOTION IN LIMINE (2nd)

Filed By:

PLAINTIFF

JURY TRIAL DEMANDED

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

5. That Plaintiff propounded on the defense discovery requests, consisting of her 4th set of Interrogatories, concerning said averments to discover information relevant to said allegations of contributory negligence. A true and correct copy of said discovery request is attached hereto as Exhibit "A".

6. That defendants' responses to Plaintiff's Fourth discovery request were previously attached as Exhibit "B" to Plaintiff's first MOTION IN LIMINE.

7. Since that time, Defendant has now (but untimely) submitted a PRE-TRIAL MEMORANDUM, attached as Exhibit "A" hereto, which states the deceased children's father was incarcerated at the time of the fire.

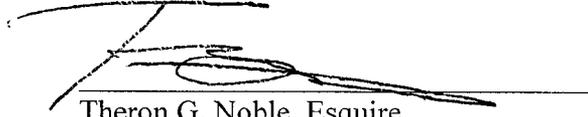
Issue 1: RELEVANCE OF FATHER'S INCARCERATION

8. That in no prior pleading nor discovery response has the Defense in any manner asserted or even mentioned that Mr. Ross was incarcerated at the time of the children's deaths.

9. Even if the defense had properly raised said issue in pleadings or disclosed the same in discovery the same is irrelevant, or if somehow relevant, would be so prejudicial as to outweigh its probative value.

WHEREFORE, Plaintiff requests that Defendant not be permitted to introduce any evidence or to mention that Mr. Ross was incarcerated at the time of the subject fire and children's deaths.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

R. DENNING GEARHART

ATTORNEY & COUNSELOR AT LAW

327-A East Market Street
Clearfield, PA 16830
(by appt. only)

814-765-1581

fax 877-472-3771

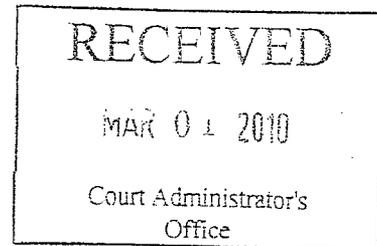
gearhart.rdenning@gmail.com

www.dgearhartpalaw.com

**(WE ENDEAVOR TO BE A PAPERLESS OFFICE - IF POSSIBLE, ANY
REPLY SHOULD BE BY FAX OR EMAIL)**

February 26, 2010

Hon. Frederic J. Ammerman
President Judge
Clearfield County Courthouse
judgeasec@clearfieldco.org
Clearfield, PA 16830



re: Lanich Ross v Malik; 08-1221-CD

Dear Judge Ammerman:

Attached is my Pre-Trial Statement on behalf of the Defendants. This is in anticipation of the pre-Trial Conference on March 5th at 10:30.

Sincerely,

R. Denning Gearhart

RDG:
Enclosure

Exhibit "A"

cc: Theron G. Noble, Esq. (8147659377@myfax.com)
Rhonda Wisor (rwisor@clearfieldco.org)
Randy Guthrie (8147656083@myfax.com)

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as :
Administratrix of the Estates of :
CHANDLER R. ROSS and : No. 08-1221-CD
And DAWSON H. ROSS, :
Plaintiff :
Vs. :
NAHEED MALIK, an adult :
Individual, and :
SHAUKAT MALIK, an adult :
Individual :
Defendants :

DEFENDANTS' PRETRIAL STATEMENT

Facts:

Between 7:30 and 8 on the morning of July 22, a fire destroyed a duplex in Curwensville Borough that was owned by the Defendant, Naheed Maliik. More importantly, it took the lives of two young men, ages 6 and 4.

One side of the duplex was rented to Jennifer Beatty, while one-half of it was rented to the Plaintiff. The deceased children lived with their parents, the Plaintiff and her then paramour (now husband), and their 10 year old sister. At the time of the fire, the children's father was incarcerated, and so a 15 year old cousin was also staying there (and sharing a room with 10 year old Kiana) allegedly serving as a babysitter. On

the Plaintiff's half of the duplex, the downstairs was a living room and kitchen; the upstairs had a bedroom for the Plaintiff and her mate, a bedroom for the two boys and a bedroom for Kiana and her cousin/babysitter.

The family had been diagnosed with some social issues. Consequently it was receiving services from Cen-Clear. The assigned home visitor noted several deficiencies in the home, notably a perceived deficiency of smoke detectors. Her notes show that on two occasions, she delivered to the Plaintiff those detectors. Other notes claim the Plaintiff failed to install those detectors.

Several days before the fatalities, one of the young boys had set a fire on his bed. Fortunately it was quickly extinguished, but the family continued to smoke and continued to keep their lighters on a cabinet that was eye level with him.

On the night before the fire, the 15 year old babysitter was allowed to stay up until 1 A.M. celebrating the close of "Curwensville Days." Plaintiff was awakened by one of the young boys, but despite the youngster being awake, she did not wake the babysitter – allowing her to sleep with Kiana behind a closed bedroom door – before she left for her job at the Arrowhead Restaurant shortly after 7 A.M.

Officials, including the P.S.P. Fire Marshall have concluded that the fire was started around a couch in the living room by one of the children playing with a lighter. Kiana and her cousin/babysitter were awoken by smoke coming under their door and escaped out a window. The boys were found in their bedroom.

Plaintiff has commenced suit alleging her landlord and her landlord's husband are responsible for the death of her sons. She alleges that Defendants' failure to install and maintain smoke detectors violated a Curwensville Borough Ordinance and but for

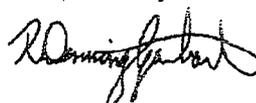
Exhibits:

All reports from:
Fire Departments
Law Enforcement

All Exhibits Offered Through Discovery

Estimated Time for Trial: 2 Days

Respectfully submitted,



Date: February 26, 2010

R. Denning Gearhart
Attorney for Defendants

that violation, her sons would not have died. Defendants deny the absence of smoke detectors and argue that they were prohibited from maintaining those detectors. Further, they argue that the Plaintiff was negligent to a degree that caused, or contributed to, her children's death by failing to adequately supervise them, by failing to take obvious precautions and by failing to install smoke detectors given to her by a social agency assigned to help her with her parenting skills.

Legal Issues:

1. Is Shaukat Malik liable when he is not on the Deed? NO.
2. Does a Tenant have a duty to take defensive measures – especially when she is advised to and given the means to – even if her Landlord allegedly violates a Borough Ordinance? YES.
3. What is the proper level of adequate supervision of minor children?
4. Are prior reports of child neglect – if true – relevant? YES.
5. Should the Defendants be given access to CY&FS records involving the Plaintiff? YES.

Witnesses:

All who were deposed as part of the discovery process.

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 9th day of March, 2010, that I did serve on the defendant's counsel Plaintiff's MOTION IN LIMINE (2nd) via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN J. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,
Plaintiff

vs.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual,
Defendants

* No. 08-1221-CD
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FILED¹⁰⁰
07:33 AM
MAR 10 2010

William A. Shaw
Prothonotary/Clerk of Courts

Any's Noble Gearhart
(68)

ORDER

NOW, this 5th day of March, 2010, following pre-trial conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Argument on the Plaintiff's Motion in Limine is hereby scheduled for **March 25, 2010 at 11:30 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse.
2. Jury Selection will be held on **April 1, 2010** commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
3. Jury Trial is hereby scheduled for **May 17, 18, 19 and 20, 2010**, commencing at 9:00 a.m. each day in Courtroom No. 1 of the Clearfield County Courthouse.
4. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than thirty (30) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than ten (10) days following completion of the deposition(s).
5. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than thirty (30) days from this date. Failure to comply will result in the witness not being available for use at trial.

6. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of trial. All objections shall reference specific page and line numbers within the deposition(s) in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.
7. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

MAR 10 2010

William A. Straw
Prothonotary/Clerk of Courts

31.010

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:

10

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

RULE TO SHOW CAUSE

Now, this 11 day of March, 2010, upon consideration of the filed MOTIONS IN LIMINE, a RULE is hereby issued upon the Defendants to SHOW CAUSE why the MOTION should not be granted. RULE RETURNABLE, for filing written response, is set for the day of , 2010, and hearing will be held on the 25th day of MARCH, 2010, commencing at 11:30, A.M., Courtroom No.1, Clearfield County Courthouse.

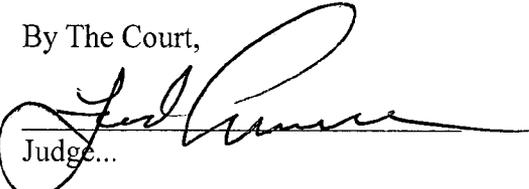
NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION YOU SHOULD DO SO BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITION. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

Court Administrator
Second & Market Streets
Clearfield, PA 16830
(814)-765-2641

By The Court,


Judge...

FILED *icc*
010:30/21
MAR 12 2010 *Atty Noble*
S
William A. Shaw
Prothonotary/Clerk of Courts *(60)*

FILED

MAR 12 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/12/10

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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

JURY TRIAL DEMANDED

Counsel of Record:

Theron G. Noble, Esquire
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED

MAR 22 2018

William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

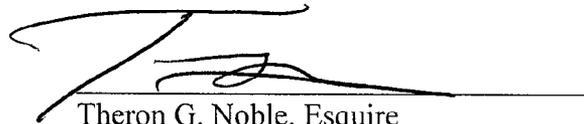
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 18th day of March, 2010, that I did serve on the defendant's counsel the ORDER issued upon Plaintiff's MOTION IN LIMINE (2nd) via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an
adult individually and as
Administratrix of the
Estates of CHANDLER R. ROSS
and DAWSON H. ROSS

-vs-

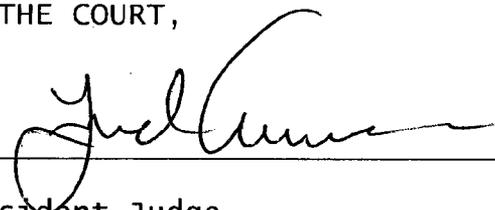
No. 08-1221-CD

NAHEED S. MALIK, an adult
individual, and SHAUKAT I.
MALIK, an adult individual

O R D E R

AND NOW, this 25th day of March, 2010, following
argument on the Plaintiff's Motion in Limine, it is the ORDER
of this Court that counsel fax to the Court any references to
any legal authority on the issue within no more than five (5)
days from this date.

BY THE COURT,



President Judge

FILED ^{2cc}
013:5261 Anyis:
MAR 26 2010 Noble
Gearhart
William A. Shaw
Prothonotary/Clerk of Courts
(60)

FILED

MAR 26 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/26/10

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

MEGAN N. LANICH ROSS, an adult
Individual, individually and as Administratrix
Of the Estates of CHANDLER R. ROSS
And DAWSON H. ROSS,
Plaintiff

No. 08-1221-CD

vs.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual,
Defendants

FILED acc AHy
Gearhart
0/8:30Lm
APR - 1 2010

William A. Shaw
Prothonotary/Clerk of Courts

MOTION FOR JUDICIAL RECUSAL

NOW COME the defendants in the above-entitled case, by and through their attorney, R. Denning Gearhart who avers as follows:

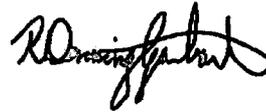
1. The above case is scheduled for jury selection on April 1, 2010.
2. It is scheduled for a four-day trial commencing May 17.
3. On March 30 counsel for the defendants discovered that counsel for the plaintiff had within his employ, Amy Ammerman, the sister of Your Honorable Court.
4. This is an obvious conflict of interest and a clear appearance of impropriety – in that the case sub Juris has undoubtedly been taken by the counsel for the plaintiff on a contingency-fee basis, meaning that his compensation is directly related to the outcome of the trial.
5. That to the extent that it affects plaintiff's counsel's income it may also affect the income of an employee, the sister of Your Honorable Court.
6. Further, this counsel has heard plaintiff counsel boast on a number of occasions that he would never have to try a case in front of the Hon. Paul Cherry, other

judge within this two judge jurisdiction because he had instituted a lawsuit against Judge Cherry when Mr. Cherry was in private practice. Active in one political party, opposing counsel boasts that it is to his advantage to be before Your Honorable Court for political reasons and to avoid the other judge who is of the other party.

7. In moving for recusal of Your Honorable Court, there is no intention to imply your Honor bears any culpability. Indeed, the fact that opposing counsel hired Amy *while this case was pending before Your Honor* clearly places responsibility for creation of the conflict squarely on Plaintiff's counsel.

WHEREFORE your movant prays Your Honorable Court to remove himself from the case and to ask the Pennsylvania Supreme Court to appoint another judge.

Respectfully submitted,



Date: March 31, 2010

R. Denning Gearhart
Attorney for Defendants

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

MEGAN N. LANICH ROSS, an adult
individual and as Administratrix of the
Estates of CHANDLER R. ROSS and
DAWSON H. ROSS,

Plaintiff

vs.

NO. 08-1221-CD

NAHEED MALIK, an adult individual,
and SHAUKAT MALIK, an adult
individual,

Defendants

FILED ^(F)

APR 05 2010

6/3:15/10

William A. Shaw
Prothonotary/Clerk of Courts

CRIT TO

1 CIA

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2 NEBLER

OPINION

On January 8, 2010, Megan N. Lanich Ross, an adult individual, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, (hereinafter "Plaintiff"), filed a Motion in Limine in regards to three issues. First, Plaintiff requests that Defendants not be permitted to introduce any evidence that Plaintiff in any manner failed to install or maintain smoke detectors in the subject premises ("Issue I"). Second, Plaintiff requests that Defendants not be permitted to introduce any evidence relating to Plaintiff's alleged lack of parenting skills or neglect of her children ("Issue II"). Lastly, Plaintiff avers that Defendant should be precluded from admitting any evidence of contributory negligence attempting to assert or establish the alleged negligence of Ross, because she was not joined as an Additional Defendant ("Issue III").

Plaintiff also filed a Motion in Limine (2nd) on March 10, 2010. Plaintiff requests that Defendants not be permitted to introduce any evidence or to mention that Mr. Ross was incarcerated at the time of the children's deaths ("Issue IV"). Argument on said motions was held on March 25, 2010, and the matter is now ripe for decision.

Issue I of Plaintiff's Motion in Limine seeks to prevent Defendants from introducing any evidence that Plaintiff in any manner failed to install or maintain smoke

10
detectors in the subject premises. Plaintiff avers that Curwensville Ordinance #457 sets the applicable duty in this matter. Ordinance #457 applies the standards of the 2003 International Property Maintenance Code ("IPMC") to the municipality. Section 701.2 of the 2003 IPMC states that "[t]he owner of premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements." See Exhibit "A" to Plaintiff's Civil Complaint. Plaintiff believes that if Defendants are allowed to assert that Plaintiff was contributorily negligent in that "she failed to install smoke detectors that were left with her by Cen-Clear Child Services/Dixie Polites," this changes the actual legal duty to install and maintain smoke detectors from the landlord to the tenant. This Court does not agree.

Negligence per se has been defined as conduct that may be treated as negligence without further argument or proof as to the particular surrounding circumstances.

Centolanza v. Lehigh Valley Dairies, 635 A.2d 143, 149 (Pa. Super. Ct. 1993) *aff'd* 540 Pa. 398, 658 A.2d 336 (1995). However,

[V]iolation of a statute, although negligence per se, does not constitute a ground for imposing liability unless it can be shown to be substantial factor in causing the injury. Whether a party's conduct has been a substantial factor in causing injury to another is ordinarily a question of fact for the jury, and may be removed from the jury's consideration only where it is so clear that reasonable minds cannot differ on the issue.

Vernon v. Stash, 532 A.2d 441, 446 (Pa. Super. Ct. 1987) (citations omitted).

Further, it is well-settled that there must be a direct connection between the harm meant to be prevented by the statute, and the injury complained of. See *Ennis v. Atkin*, 354 Pa. 165, 47 A.2d 217 (1946). "[T]here is nothing, even about a finding of negligence per se, which removes the comparative negligence issue from the jury's consideration." *Gravlin v. Fredavid Builders and Developers*, 677 A.2d 1235, 1239 (Pa. Super. Ct. 1996)(citing the

Comparative Negligence Statute, 42 PA.C.S.A. § 7102). Although Ordinance #457 does impose a duty upon the owner of the premises, this does not preclude the admission of Plaintiff's actions which may have contributed to the incidents in question. Plaintiff's Motion in Limine, Issue I is denied.

Issue II of Plaintiff's Motion in Limine requests that Defendants not be permitted to introduce any evidence relating to Plaintiff's alleged lack of parenting skills or neglect of her children. Plaintiff's motion relates to Defendants' discovery response to 1.(ii), wherein Defendants stated, "In addition, Defendants will introduce records and witnesses, to be determined through discovery, from Clearfield County Children, Family & Youth Services, detailing what Defendants' believe show a history of Plaintiff's neglect and poor parenting skills." *See* Exhibit "B". First, the Court notes, that at argument in this matter, Defendants had yet to file a Petition to have the records from CYS unsealed/reopened, and the Court stated that it would not grant said Petition regardless because of the proximity to trial. Furthermore, the Court finds that evidence relating to Plaintiff's alleged lack of parenting skills or neglect of her children is neither relevant nor material to the issues to be litigated. Likewise, any such evidence not directly related to the fire would be so prejudicial as to outweigh its probative value.¹ Plaintiff's Motion in Limine, Issue II is granted.

Issue III of Plaintiff's Motion in Limine is denied because Plaintiff, Megan N. Lanich Ross is a named party in this action, both individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross.

Issue IV from Plaintiff's Motion in Limine (2nd) requests that Defendant not be permitted to introduce any evidence or to mention that Mr. Ross was incarcerated at the time of the children's deaths. Mr. Ross, the father of the deceased children, is not a named

¹ The Court did state on the record on March 25, 2010, approval of the Defendants admitting three (3) allegations of mother's neglect that were directly related to the circumstances surrounding the fire.

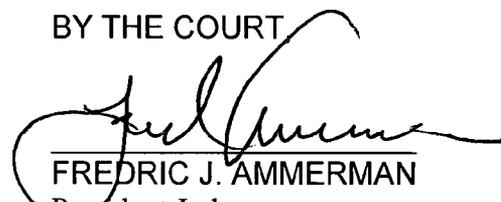
party to this action, and the Court finds that any introduction or mention of Mr. Ross's incarceration at the time of the children's death is neither relevant nor material to the issues to be litigated. Moreover, any such evidence would be so prejudicial as to outweigh its probative value. Plaintiff's Motion in Limine (2nd), Issue IV is granted.

ORDER

AND NOW, this 1ST day of April 2010, it is the ORDER of this Court that Plaintiff's Motion In Limine and Motion in Limine (2nd) are GRANTED in part, DENIED in part, as follows:

1. Issue I: Curwensville Ordinance #457 is DENIED.
2. Issue II: Poor Parenting Skills and Neglect is GRANTED. Defendants are precluded from introducing any evidence related to Plaintiff's alleged general lack of parenting skills or neglect of her children.
3. Issue III: Failure to Join Mrs. Ross as an Additional Defendant is DENIED.
4. Issue IV: Relevance of Father's Incarceration is GRANTED. Defendants are not permitted to introduce any evidence or to mention that Mr. Ross was incarcerated at the time of the children's deaths.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MEGAN N. LANICH ROSS, an :
adult individually and as :
Administratrix of the :
Estates of CHANDLER R. ROSS :
and DAWSON H. ROSS :

-vs-

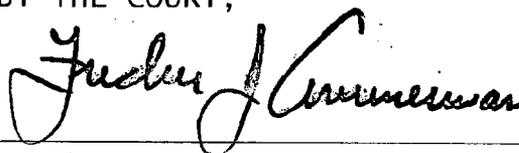
No. 08-1221-CD

NAHEED S. MALIK, an adult :
individual and SHAUKAT I. :
MALIK, an adult individual :

O R D E R

AND NOW, this 1st day of April, 2010, following argument on the Defendants' Motion for Judicial Recusal, it is the ORDER of this Court that counsel for both parties supply the Court with letter brief within no more than ten (10) days from this date.

BY THE COURT,



President Judge

^S FILED 3cc AH Noble
0/3/3/um 2cc AH Gearhart
APR - 5 2010 (130)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

APR - 5 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4-5-2010

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

MEGAN J. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,
Plaintiff

*
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*
*
*
*
*

No. 08-1221-CD

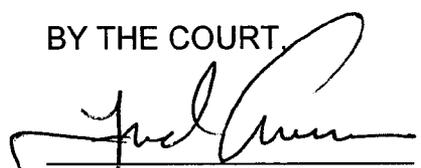
vs.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual,
Defendants

ORDER

NOW, this 15th day of April, 2010, it is the ORDER of this Court that the
Defendants' Motion for Judicial Recusal be and is hereby DENIED.

BY THE COURT


FREDRIC J. AMMERMAN
President Judge

FILED *icc*
03:03/01
APR 15 2010
Attys:
Gearhart
Noble
William A. Shaw
Prothonotary/Clerk of Courts
(e)

FILED

APR 15 2010

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

DATE: 4/15/10

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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

FILED

MAY 17 2010
078-357

William A. Shaw
Prothonotary/Clerk of Courts

3 CENTS TO ALL

No. 08- 1221 -CD

Type of Pleading:

**MOTION TO CHARGE JURY AT
COMMENCEMENT OF TRIAL AS
TO CERTAIN ADMISSIONS**

Filed By:

PLAINTIFF

JURY TRIAL DEMANDED

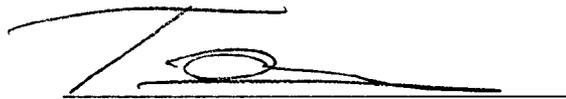
Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

3. That counsel for the parties further discussed the same and counsel agreed that Requests for Admissions, given certain changes to the Rules of Civil Procedure, required responses to Requests for Admissions five (5), six (6) and nine (9) and Defendant filed an Amended Response as to the same, a true and correct copy of which is attached hereto as Exhibit "C".
4. That Plaintiff desires the applicable admissions made by the Defendants either be admitted into evidence or the jury instructed at the commencement of trial as proposed on Exhibit "D".
5. That in that the manner in which Defendants have answered the applicable discovery requests, which include responses to other discovery materials as well as an additional set of responses to a later discovery request, Plaintiff believes would tend to provide inappropriate materials to the jury, it is best to read to the jury what has been proposed rather than admit as an Exhibit the discovery requests, responses and amended responses.

WHEREFORE, Plaintiff respectfully requests the jury be charged at the commencement of trial as proposed.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

visits, discussions, agreements, or any other verbal or non-verbal interaction between two or more persons;

5. "Identify" when used in connection with a person or entity means to provide that person's or entity's name, address and telephone number;

6. "Identify" when used in connection with a document means to provide a brief but accurate description of the contents of the document, to identify the author(s), to identify the recipient(s) or intended recipient(s), to state the date of the document, and to state whether the document is currently in your possession, custody and/or control;

7. "Identify" when used in connection with a communication means to identify the persons or entities who participated, witnessed or were otherwise involved in such communication, to describe the manner or mode in which the communication took place (i.e., whether it was written, oral, in person, telephonic or otherwise), to identify any documents related to or constituting such communication, to state the date upon which the communication took place and the place where the communication occurred, and a summary of what was said and done by each person participating in the communication;

8. To the extent any interrogatory or document request herein is thought to be objectionable and to the extent that answers or production are withheld by virtue of such objection, fully state the basis for the objection and describe the nature of the document or information being withheld;

9. These interrogatories and document requests are continuing in nature. To the extent additional or different information or documents become available to you after your responses hereto, you have an obligation to seasonably supplement your responses to include such information and documents as well as to explain the reason(s) for which such information or document was not originally provided;

10. The accident refers to incident stated in Plaintiff's CIVIL COMPLAINT as the cause of injuries suffered by Plaintiff and/or decedents;

11. In the event sufficient space has not been provided for your responses hereto, attach additional sheets of paper as are necessary to fully respond hereto, so identifying the Interrogatory being answered; and

12. Your replies hereto are required to be under oath or with a verified response.

13. The subject premises means that duplex located at 209 -211 Filbert Street, Curwensville, Clearfield County, Pennsylvania; and

14. The subject date means the date in which a fire destroyed the subject premises, as alleged to be July 22, 2007.

1. Please state who is the responding party, including identification of their gender.

Answer

2. Please identify all persons or entities that assisted this responding party with their responses hereto, further identifying the nature of all such assistance.

Answer

3. Please state as to the **premises known as 211 Filbert Street**, the number and exact location of all smoke detectors within said premises. (Please note this information was previously requested but not provided).

Answer

4. For the batteries claimed to have been purchased and installed in the smoke detectors when the premises known as 209 Filbert Street was leased to Plaintiff, does either defendant have a receipt for such purchase? If so, please provide a copy. If not, please state when the purchase was made, by whom and from whom so purchased, as well as whether said purchase was made by cash, credit card, check or on account.

Answer

5. As to the smoke detectors asserted by the defendants to have been in the premises known as 209 Filbert Street, when said premises was rented to the Plaintiff, please state (i) when the smoke detectors were purchased; (ii) where were they purchased; (iii) who made the purchase; (iv) the brand name and model of each detector; and (v) whether said purchase was made by cash, credit card, check or on account. (Please note this information was previously requested and not provided).

Answer

6. Specifically, did either or both Defendants, or any entities which either defendant owned or had an ownership interest in, employ Shirjeel Khawaja Hafiz either as employee or as an independent contractor at anytime? If so, identify (i) the person or entity which so employed said person; (ii) the time period or periods of such employment; and (iii) the nature of such employment.

Answer

REQUESTS FOR ADMISSIONS

Pursuant to Pennsylvania Rules of Civil Procedure, 4000 et.seq., you are requested to ADMIT or DENY the following statements within thirty (30) days hereof. In the event you DENY any such statement your detailed and precise reason(s) for such denial is required.

1. The defendants assert that as of January, 2007, when the premises known as 209 Filbert Street were leased to Plaintiff, neither defendant knew as of that date whether the smoke detectors in the premises were in operable condition.

Answer

2. That defendants assert that as of January, 2007, when the premises known as 209 Filbert Street were leased to Plaintiff, there were a total of six (6) smoke detectors in the premises.

Answer

3. That the premises known as 209 Filbert Street consisted of three (3) bedrooms.

Answer

4. That the premises known as 209 Filbert Street consisted of a basement, first, second floor and attic, which was uninhabitable.

Answer

5. That the premises known as 209 Filbert Street were subject to the provisions of ORDINANCE No. 457 as enacted by Curwensville Borough on June 13, 2005.

Answer

6. That the 2003 Edition of the International Property Maintenance Code, as incorporated in ORDINANCE No. 457, specifically [F] Section 704, "Fire Protection Systems", required that smoke detectors be placed, for the premises known as 209 Filbert Street, in each bedroom, on the ceiling or wall outside of each bedroom in the immediate vicinity of each bedroom and in each story of the premises, such that there should have been a total of eight (8) operable smoke detectors in said premises.

Answer

7. There was not an operable smoke detector in the basement, at anytime commencing from Plaintiff's lease until the fire, subject matter of this lawsuit, in the premises known as 209 Filbert Street.

Answer

8. There were not operable smoke detectors on the ceiling or wall outside each separate sleeping area in the vicinity of each bedroom, at anytime commencing from Plaintiff's lease until the fire, subject matter of this lawsuit, in the premises known as 209 Filbert Street.

Answer

9. That the defendants, as owners of the premises, had the duty to comply with ORDINANCE of No. 457 of Curwensville Borough concerning the premises known as 209 Filbert Street.

Answer

REQUEST FOR PRODUCTION OF DOCUMENT

Pursuant to Pennsylvania Rules of Civil Procedure, 4000 et.seq., you are requested to **PRODUCE** within thirty (30) days hereof true and correct copy of the following documents:

1. Any and all invoices, receipts or other evidence of acquiring batteries for or the actual smoke detectors asserted by either defendant as being in the premises known as 209 Or 211 Filbert Street at any time from January, 2007 through the date of the fire, subject matter of this lawsuit; and
2. Any and all documents which defendants believe in any manner support their responses hereto.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

FERRARACCIO & NOBLE

301 East Pine Street
Clearfield, PA 16830

(814) 765-4990

(814) 375-2221

FAX: (814) 765-9377

William A. Shaw, Prothonotary
Clearfield County Courthouse
2nd and Market Streets
Clearfield, PA 16830

January 24, 2009

Re: Ross, et.al. v. Malik;
08- 1221 -CD
NOTICE OF SERVICE

Dear Mr. Shaw:

Please find enclosed and file Plaintiff's NOTICE OF SERVICE concerning Plaintiff's second set of discovery materials. Under cover of this letter, I am send a true and correct copy of the same as indicated in said NOTICE OF SERVICE.

As always, thank you for your assistance which is greatly appreciated.

With regards, I am

Sincerely,



Theron G. Noble, Esquire

tn/TGN w.encl.

cc: Mrs. Megan N. Lanich Ross w.encl.

R. Denning Gearhart, Esquire w.encl.

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

NOTICE OF SERVICE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08-1221-CD

PLAINTIFF'S NOTICE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 24th day of January, 2009, that I did propound on counsel of record for defendants Plaintiff's FIRST SET OF DISCOVERY MATERIALS CONSISTING OF REQUESTS FOR ADMISSIONS; INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS (directed to each defendant), via United States Mail, first class, postage prepaid, by sending the same to Defendants' counsel of record, addressed as follows:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

**DEFENDANTS' ANSWERS TO SECOND SET OF DISCOVERY
REQUESTS**

AND NOW COME the above-named Defendants who answer Plaintiff's second set of interrogatories as follows:

1. Mrs. Naheed Malik
2. R. Denning Gearhart, Attorney for Defendants.
3. a) Living room
b) Kitchen
c) Top of stairs
d) One in each of the 3 bedrooms
e) Basement
4. Receipts have previously been discarded.
5. The smoke detectors were already installed when Defendant, Naheed Malik, purchase the duplex. Neither Defendant noted the brand and model of the detectors – not even when Defendant Shaukat Malik installed new batteries and tested the detectors prior to Plaintiff's occupation of the premises.
6. No.

ANSWERS TO PLAINTIFF'S REQUESTS FOR ADMISSION

1. No. Defendant Shaukat Malik tested the detectors when he installed batteries in the detectors immediately prior to Plaintiff's occupation of the premises.
2. Yes.
3. Yes.
4. There was a basement, 2 floors and a crawl space which one could define as uninhabitable – storage only – attic.
5. This is a legal question.
6. This is a legal question.

Exhibit "B"

7. No, there was an operable detector in the basement at the time Plaintiff rented the premises.
8. Not true. While there was not a detector outside each bedroom, the hallway in front of the three bedrooms was very small and therefore one detector would be sufficient coverage. There was such an operable detector in the hallway.
9. This is a legal question.

RESPONSES TO PLAINTIFF'S REQUEST FOR PRODUCTION

1. None
2. None at this time. Defendants reserve the right to amend this answer.

PLAINTIFF'S ANSWER TO INTERROGATORY IN THIRD SET OF DISCOVERY

1. 1. None at this time. Defendants reserve the right to amend this answer.

We attest that the answers contained herein to the PLAINTIFF'S SECOND AND THIRD SET OF DISCOVERY REQUESTS CONSISTING OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS are true and correct to the best of our knowledge.

Naheed Malik

Shaukat Malik

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as :
Administratrix of the Estates of :
CHANDLER R. ROSS and : No. 08-1221-CD
And DAWSON H. ROSS, :
Plaintiff :

Vs. :

NAHEED MALIK, an adult :
Individual, and :
SHAUKAT MALIK, an adult :
Individual, :
Defendants :

CASE NUMBER: No. 2008-1221-CD

TYPE OF CASE: Civil

TYPE OF PLEADING: AMENDMENT TO REQUEST FOR ADMISSIONS
FOUND IN PLAINTIFF'S SECOND SET OF
DISCOVERY

FILED ON BEHALF OF: DEFENDANTS

COUNSEL OF RECORD FOR THIS PARTY: R. DENNING GEARHART, ESQ.
Supreme Court I.D. #26540
327 East Market Street
Clearfield, PA 16830
(814) 765-1581

Exhibit "C"

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

MEGAN N. LANICH ROSS, an adult :
Individual, individually and as :
Administratrix of the Estates of :
CHANDLER R. ROSS and : No. 08-1221-CD
And DAWSON H. ROSS, :
Plaintiff :

Vs. :

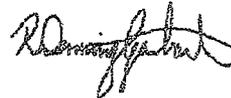
NAHEED MALIK, an adult :
Individual, and :
SHAUKAT MALIK, an adult :
Individual, :
Defendants :

**DEFENDANTS' AMENDED ANSWERS TO PLAINTIFF'S REQUEST FOR
ADMISSIONS FOUND IN SECOND SET OF DISCOVERY REQUESTS**

AND NOW COMES Defendants who amend their answer to Plaintiff's Request for Admissions found in her Second set of Discovery Requests, by and through their attorney, R. Denning Gearhart, and referring to the numerical system contained in said discovery requests as follows:

- 5. Yes
- 6. Yes
- 9. Yes

Respectfully submitted,



R. Denning Gearhart

Attorney for Defendant

ADMISSIONS

Through what is known as Discovery, The Defendants have admitted as follows for this case. The jury is to accept these positions as true without need of any additional evidence:

1. That the premises known as 209 Filbert Street consisted of three (3) bedrooms. See Defendant's response to Plaintiff's Second Set of Discovery materials, particularly Request for Admission No. 3;
2. The premises known as 209 Filbert Street consisted of a basement, 2 floors and a crawl space which one could define as an uninhabitable-storage only-attic. See Defendant's response to Plaintiff's Second Set of Discovery materials, particularly Request for Admission No. 4;
3. That the premises known as 209 Filbert Street were subject to the provisions of ORDINANCE No. 457 as enacted by Curwensville Borough on June 13, 2005. See Defendant's amended response to Plaintiff's Second Set of Discovery materials, particularly Request for Admission No. 5;
4. That the 2003 Edition of the International Property Maintenance Code, as incorporated in ORDINANCE No. 457, specifically [F] Section 704, "Fire Protection Systems", required that smoke detectors be placed, for the premises known as 209 Filbert Street, in each bedroom, on the ceiling or wall outside of each bedroom in the immediate vicinity of each bedroom and in each story of the premises, such that there should have been a total of eight (8) operable smoke detectors in said premises. See Defendant's amended response to Plaintiff's Second Set of Discovery materials, particularly Request for Admission No. 6; and

5. That the defendants, as owners of the premises, had the duty to comply with ORDINANCE of No. 457 of Curwensville Borough concerning the premises known as 209 Filbert Street. See Defendant's amended response to Plaintiff's Second Set of Discovery materials, particularly Request for Admission No. 9

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

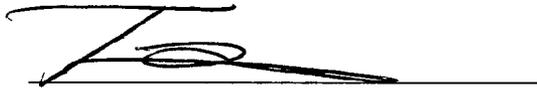
No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 17th day of Ma7, 2010, that I did hand deliver on the defendant's counsel Plaintiff's MOTION TO CHARGE JURY AT COMMENCEMENT OF TRIAL AS TO CERTAIN ADMISSIONS MADE BY THE DFENDNATS:

R. Denning Gearhart, Esquire
327 East Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

JURY TRIAL DEMANDED

FILED
MAY 17 2010
c/s-376
William A. Shaw
Prothonotary/Clerk of Courts
3 cent to state

No. 08- 1221 -CD

Type of Pleading:

JURY INSTRUCTIONS

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S PROPOSED JURY INSTRUCTIONS

AND NOW comes the Plaintiff, Megan N. Lanich Ross, individually and as Administratrix of the Estates of Chandler R. Ross and Dawson H. Ross, by and through her counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who requests the jury be charged as follows upon completion of trial:

STANDARD JURY INSTRUCTIONS

1. Plaintiff requests the following standard jury instructions be given following completion of trial:

2.10 (Admission of Fact); 3.01 (Negligence defined); 3.08 (modified to Curwensville Ordinance No. 457 as herein proposed as Exhibit "A"); 3.12 (Standard of Care, Applicable to Children, First Alternative); 3.15 (Factual Cause); 3.15A (Increased Risk of Harm); 3.20 (Comparative Negligence)¹; 3.21 (Contributorily Negligence); 3.22 (Negligent Conduct Causing Emotional Distress); 3.23 (Summary-appropriately tailored to Wrongful Death Actions and

¹ As herein requested, Plaintiff asserts this should be limited, and stated as such, as applicable to the Wrongful Death Actions brought by Plaintiff for Dawson Ross and Chandler Ross and should not be applied to each of their survival action.

Survival Actions); 5.04 (Conflicting Testimony); 5.05 (Willfully False Testimony); 5.06 (Failure to Produce Evidence, Part I and Part II)²; 5.07 (Direct and Circumstantial Evidence); 5.30 (expert Testimony-Credibility generally); 5.31 (Expert Opinion-Basis for Opinion Generally); 5.50 (Burden of Proof); 6.00 (Damages); 6.01 (Lump Sum Damages)³; 6.19 (Damages in Wrongful Death and Survival Actions); and 6.21 (Damages-Life Expectancy).

SPECIFIC JURY INSTRUCTIONS

2. In addition to the above standard civil jury instructions, Plaintiff also requests that the jury be charged on the following specific points as applied to this case and submits as follows (with appropriate legal authority cited):

(a) Duty of Landlord

The Plaintiff has an obligation to establish that the defendants owed a duty of care in order to prevail on her negligence claims in this matter. I am instructing you that the Plaintiff has established this as a matter of law in that a landlord has a duty to a residential tenant to provide facilities and services which are vital to life, health and safety of the tenant. This applies not only at the beginning of a lease but throughout its duration. At a minimum, this means the premises must be safe and sanitary. Pugh v. Holmes, 405 A.2d 897 (1979) (adopting standard of implied warranty of habitability).

² Part I applies and should apply to Defendant failing to produce throughout discovery and trial Defendants' Brother and Brother-in-Law (Sarge); Part II should be applied and tailored to Defendants failure to produce the lease with Jennifer Beatty for 209 Filbert Street (providing the jury so finds).

³ Plaintiff requests that separate verdict slips be returned for Dawson Ross and Chandler Ross as well as separate slips for their Wrongful Death and Survival Action. However, within these separate slips, the damages should be a lump sum.

(b) Mr. Malik Landlord

An issue for your determination in this case is whether Mr. Malik was or was not a landlord. The defense asserts he was not, that Mrs. Malik was the only landlord. The Plaintiff asserts Mr. Malik also was a landlord. You should weigh all the evidence in so making this determination. You may also consider that the defense despite its contention otherwise, has admitted the Mr. Malik was the landlord and had such a duty. See Response to Request for Admission 9, Second Set of Discovery Requests.

(c) Number of Smoke Detectors

As a matter of law, in this setting, the landlord must have provided and maintained eight operable smoke detectors in the 209 Filbert Street premises (See Request for Admission). If you find that the defendant or defendants, depending on your determination as to whether or not Mr. Malik was a landlord, had not installed and maintained eight smoke detectors in the 209 Filbert Street, Curwensville premises, I instruct you that the Plaintiff has met its further obligation to establish a breach of the defendants' duty, and you need only further consider, as to the negligence claims, whether the breach of that duty was a legal cause of the damages. Restatement 2nd of Torts, §288B.

If you determine there were 8 smoke detectors properly installed and maintained, your verdict must be for the defendants on all counts.

(d) Increased Risk of Harm

However, if you find that there were not eight operable smoke detectors, which means that Plaintiff has established her obligations as to a duty and breach of that duty, you must next consider whether the defendant's negligence was a legal cause of the injuries and/or deaths suffered by Dawson and Chandler. In addition to the traditional definition of legal cause, which I have already given you, you may also consider on the issue of causation whether the defendants by not installing and/or maintaining 8 operable smoke detectors increased the likelihood that Dawson and Chandler suffered bodily injury and/or death as a result of the fire on July 22, 2007. If you so find that one or both defendants increased the risk of harm to Dawson and/or Chandler Ross by not installing or maintaining 8 smoke detectors that I also instruct you as a matter of law that Plaintiff has satisfied her burden of proof as to causation and you should consider the issue of damages as you have been instructed. Restatement 2nd of Torts, §323A.

(e) Comparative Negligence

Since I have already discussed damages with you, I next want to further address issues of comparative negligence which the defendants have raised for your consideration and instruct you concerning a few final points of law.

(i) Wrongful Death/Survival Action Application

First, any issue of comparative negligence that you find for actions taken or not taken by Plaintiff only affects claims concerning the Wrongful Death Actions. You are not to consider any comparative negligence issues concerning either the Survival Action for Dawson Ross nor

the Survival Action for Chandler Ross. Restatement 2nd of Torts, §488; Fetters v. Wagner, 24 Pa. D&C2d 137 (1961) citing Fisher v. Dye 125 A.2d 472 (1956); and Burns v. Goldberg, 210 F.2d 646 (3rd Cir., 1954) See also 42 Pa.C.S.A. §8302.

(ii) Duty/Cen Clear Smoke Detectors

The defense has asserted that Plaintiff was comparatively negligent by not placing into operation the smoke detector or detectors given to her by Cen Clear Child Services. If you determine in your deliberations this happened, in considering this issue, you may also consider, in addition to any other reasonableness standard, that the duty to place and maintain smoke detectors in operation was a duty placed upon the landlord by Curwensville's Borough Council in adopting Curwensville Ordinance 457 using what is called its police powers, meaning they did so with the public's health and safety in mind and did not require the tenant to either install or maintain smoke detectors. Briggs v. City of Philadelphia, 170 A. 871 (1933).

(iii) Applicable Facts to Cen Clear Smoke Detector(s)

You should also further consider whether the placement of this detector or detectors would have then brought the premises into compliance with the ordinance. If you determine that even had Plaintiff placed this detector in operation, if the premises still would not have been in compliance with Curwensville's Ordinance No. 457, you may consider this in your deliberations.

(iv) Contributory Negligence-Economic Condition of Plaintiff

Next, in considering whether Plaintiff was negligent, and if so, to what degree she was

negligent in bringing about the harm suffered by Dawson and Chandler Ross, you may consider her economic condition and whether her actions were or were not reasonable in light of her economic conditions. Restatement 2nd of Torts, §496, comment A.

(v) Negligence under age 7

Lastly, to avoid any confusion which might arise in your deliberations, if you find that the fire was started by Dawson Ross, I am instructing you that you are not in any manner to consider this as an act of negligence on his part because under our law, as a person of five years of age, he was not capable of being negligent. Kuhns v. Brugger, 135 A.2d 395 (1957). You shall not deduct any award for his survival action on account of him starting the fire, should you so find that he did.

REQUEST FOR SPECIAL INTERROGATORY TO JURY

3. Plaintiff requests that as part of the jury verdict slip, the jury be requested to state with specificity if it finds Plaintiff contributorily negligent, the percentage of negligence attributed to each issue of comparative negligence. The issues, according to the defense's response to discovery requests, eliminating the issue of "poor parenting skill" pursuant to Order in response to Plaintiff's Motion in Limine are (i) having cigarette lighters accessible; (ii) Brittany Graham as the babysitter; and (iii) not placing into operation the Cen Clear smoke detector(s).

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

Exhibit "A"

Curwensville Borough had properly adopted Ordinance No. 457 which required that for this type of structure, the landlord was to provide and maintain eight (8) smoke detectors. These were to be located in the basement, first floor, one in each bedroom and immediately outside each bedroom. This ordinance was enacted to protect persons in the position of Dawson Ross and Chandler Ross and dictates the duty of care required of someone in the same situation as defendants. If you find there was a violation of this ordinance, this violation would be evidence that you should consider along with all other evidence presented on the question of whether the defendant, or defendants were negligent.

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

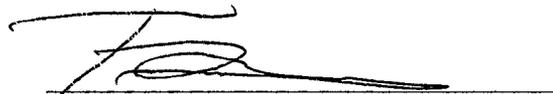
DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 17th day of May, 2010, that I did hand deliver to Defendants' counsel of record, as well as the Court, Plaintiff's PROPOSED JURY INSTRUCTIONS.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

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

MEGAN N. LANICH ROSS, an adult individual, *
individually and as Administratrix of the Estates of *
CHANDLER R. ROSS and DAWSON H. ROSS, *

No. 08-1221-CD

PLAINTIFF, *

v. *

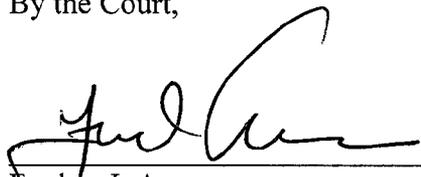
NAHEED S. MALIK, an adult individual, and *
SHAUKAT I. MALIK, an adult individual *

DEFENDANTS, *

ORDER

AND NOW this 24 day of MAY, 2010, it is hereby ORDERED,
ADJUDGED and DECREED, that the settlement proceeds in the amount of \$250,000, shall be
distributed as follows: \$75,000 for the Wrongful Death action for Chandler Ross; \$75,000 for
the Wrongful Death action for Dawson Ross; \$50,000 for the Survival Action for Chandler Ross
and \$50,000 for the Survival Action for Dawson Ross.

By the Court,



Fredric J. Ammerman
President Judge

FILED
03:39:07
MAY 24 2010
William A. Shaw
Prothonotary/Clerk of Courts
Attys: Noble Gearhart

FILED

MAY 24 2010

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 5/24/10

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, CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

MEGAN N. LANICH ROSS, an adult individual,
individually and as Administratrix of the Estates of
CHANDLER R. ROSS and DAWSON H. ROSS,

PLAINTIFF,

v.

NAHEED S. MALIK, an adult individual, and
SHAUKAT I. MALIK, an adult individual

DEFENDANTS.

No. 08- 1221 -CD

Type of Pleading:

PRAECIPE TO DISCONTINUE

Filed By:

PLAINTIFF

Counsel of Record:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

FILED

110-39821
JUN 04 2010

William A. Shaw
Prothonotary/Clerk of Courts

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

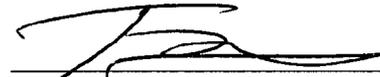
PRAECIPE TO DISCONTINUE

To: William A. Shaw, Prothonotary

Date: June 3, 2010

Please mark the above captioned case settled, ended and forever discontinued, with
prejudice.

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

WA. 0

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

MEGAN N. LANICH ROSS, an adult individual,)
individually and as Administratrix of the Estates of)
CHANDLER R. ROSS and DAWSON H. ROSS,)

PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)

DEFENDANTS.)

No. 08- 1221 -CD

PLAINTIFF'S CERTIFICATE OF SERVICE

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby certify this 3rd day of June, 2010, that I did serve on the defendant's counsel a true and correct copy of the PRAECIPE TO DISCONTINUE filed by Plaintiff via United States Mail, first class, postage prepaid, by sending the same Defendants' counsel of record, addressed as follows:

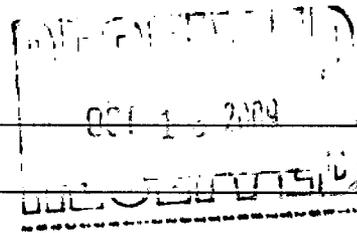
R. Denning Gearhart, Esquire
619 W. 2nd Street
Oil City, PA 16301

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942

RECEIVED
PROTHONOTARY'S OFFICE
10/13/09
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS



To,
The Court of PA.

Sub # 08-1221-CD

Please be advised the following
is my lawyer please contact-

him :-

Danny Gearhart.

Tele # 814-765-1581.

Add :- 207 E Market St.
Clearfield PA 16830.

From :-

NAHEED MALIK
SHAUKAT MALIK
2539 Meadow Rd
Clearfield PA
16830.

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

MEGAN N. LANICH ROSS, an adult individual,)
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CHANDLER R. ROSS and DAWSON H. ROSS,)
)
PLAINTIFF,)

v.)

NAHEED S. MALIK, an adult individual, and)
SHAUKAT I. MALIK, an adult individual)
)
DEFENDANTS.)

No. 08- 1221 -CD

To: Defendant Shaukat I. Mailk
2539 Meadow Road
Clearfield, PA 16830

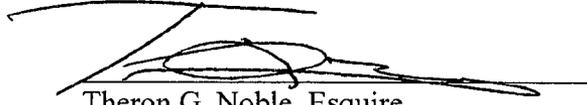
Date: October 1, 2009

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU AS TO PLAINTIFF'S AMENDED CIVIL COMPLAINT. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CAN NOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator
2nd and Market Streets
Clearfield, PA 16830
(814)-765-2641

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', written over a horizontal line.

Theron G. Noble, Esquire
Attorney for Plaintiff
Ferraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221 (DuBois)
PA I.D.#: 55942