

08-1444-CD

Steven Wilder vs Jeff Shanks Const. Co.

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of Clearfield

46<sup>th</sup>

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-1444-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>Jeff Shanks Construction Co.</b>		MAG. DIST. NO. <b>46-3-04</b>	NAME OF MDJ <b>James L. Hawkins</b>	
ADDRESS OF APPELLANT <b>3728 Millstone Road</b>		CITY <b>Glen Campbell</b>	STATE <b>PA</b>	ZIP CODE <b>15742</b>
DATE OF JUDGMENT <b>7-8-08</b>	IN THE CASE OF (Plaintiff) <b>Steven Wilder</b>		(Defendant) <b>Jeff Shanks Construction Co.</b>	
DOCKET No. <b>CV-0000056-08</b>		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  <i>Ann B. Wood</i>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

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

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

PRAECIPE: To Prothonotary

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

(Common Pleas No. 08-1444-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Ann B. Wood*  
Signature of appellant or attorney or agent

RULE: To **Steven Wilder** appellee(s)  
Name of appellee(s)

## OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date August 5, 2008

**FILED**  
AUG 05 2008  
cc to Ann Wood  
Set

*William A. Shaw*  
Signature of Prothonotary or Deputy

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

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

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

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

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

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

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

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of **Clearfield**410<sup>th</sup>

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. **08-1444-CD**

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>Jeff Shanks Construction Co.</b>		MAG. DIST. NO. <b>46-3-04</b>	NAME OF MDJ <b>James L. Hawkins</b>	
ADDRESS OF APPELLANT <b>3728 Millstone Road</b>		CITY <b>Glen Campbell</b>	STATE <b>PA</b>	ZIP CODE <b>15742</b>
DATE OF JUDGMENT <b>7-8-08</b>	IN THE CASE OF (Plaintiff) <b>Steven Wilder</b>		(Defendant) <b>Jeff Shanks Construction Co.</b>	
DOCKET No. <b>CV-0000056-08</b>		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  <b>Ann B. Wood</b>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

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

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

PRAECIPE: To Prothonotary

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

(Common Pleas No. **08-1444-CD**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

**Ann B. Wood**  
Signature of appellant or attorney or agent

RULE: To **Steven Wilder** appellee(s)  
Name of appellee(s)

## OWNER

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date **August 5, 2008**

**Will [Signature]**  
Signature of Prothonotary or Deputy

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

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_: SS

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

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

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

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

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

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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-04**  
MDJ Name: Hon. **JAMES L. HAWKINS**  
Address: **251 SPRING ST  
PO BOX 362  
HOUTZDALE, PA**  
Telephone: **(814) 378-7160** **16651-0362**

PLAINTIFF: **WILDER, STEVEN**  
**346 E. MAIN ST.  
MAHAFFEY, PA 15757**

VS.  
DEFENDANT: **JEFF SHANKS CONSTRUCTION CO.**  
**3728 MILLSTONE RD.  
GLEN CAMPBELL, PA 15742**

**JEFF SHANKS CONSTRUCTION CO.  
3728 MILLSTONE RD.  
GLEN CAMPBELL, PA 15742**

Docket No.: **CV-0000056-08**  
Date Filed: **6/05/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **7/08/08**

☒ Judgment was entered for: (Name) **WILDER, STEVEN**

☒ Judgment was entered against: (Name) **JEFF SHANKS CONSTRUCTION CO.**  
in the amount of \$ **5,330.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>5,200.00</b>
Judgment Costs	\$ <b>130.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>5,330.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**7-8-08** Date *James L. Hawkins*, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
\_\_\_\_ Date \_\_\_\_\_, Magisterial District Judge

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

SEAL

AOPC 315-07

**DATE PRINTED: 7/08/08 12:32:00 PM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-04**  
MDJ Name: Hon.  
**JAMES L. HAWKINS**  
Address: **251 SPRING ST**  
**PO BOX 362**  
**HOUTZDALE, PA**  
Telephone: **(814) 378-7160** **16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**WILDER, STEVEN**  
**346 E. MAIN ST.**  
**MAHAFFEY, PA 15757**

VS.  
DEFENDANT: NAME and ADDRESS  
**JEFF SHANKS CONSTRUCTION CO.**  
**3728 MILLSTONE RD.**  
**GLEN CAMPBELL, PA 15742**

**JAMES L. HAWKINS**  
**251 SPRING ST**  
**PO BOX 362**  
**HOUTZDALE, PA 16651-0362**

Docket No.: **CV-0000056-08**  
Date Filed: **6/05/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **7/08/08**

☒ Judgment was entered for: (Name) **WILDER, STEVEN**

☒ Judgment was entered against: (Name) **JEFF SHANKS CONSTRUCTION CO.**  
in the amount of \$ **5,330.00**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>5,200.00</b>
Judgment Costs	\$ <b>130.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 5,330.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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**FILED** *no cc*  
*m1101061*  
**AUG 12 2008** *(60)*

William A. Shaw  
Prothonotary/Clerk of Courts

**7-8-08** Date *James L. Hawkins*, Magisterial District Judge

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

**8-6-08** Date *James L. Hawkins*, Magisterial District Judge

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

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**CIVIL COMPLAINT**

Mag. Dist. No.: **46-3-04**

MDJ Name: Hon.  
**JAMES L. HAWKINS**

Address: **251 SPRING ST**  
**PO BOX 362**  
**HOUTZDALE, PA 16651-0362**

Telephone: **(814) 378-7160**

PLAINTIFF: NAME and ADDRESS  
[ **Steven Wilder**  
**346 E. MAIN ST.**  
**WILKES-BARE, PA.** ]

VS.  
DEFENDANT: NAME and ADDRESS  
[ **Jeff Shanks Construction Co.**  
**3728 Millstone Rd**  
**Glen Campbell PA 15742** ]

	AMOUNT	DATE PAID
FILING COSTS	\$ <u>130.00</u>	<u>6/5/08</u>
POSTAGE	\$ _____	<u>  /  /  </u>
SERVICE COSTS	\$ _____	<u>  /  /  </u>
CONSTABLE ED.	\$ _____	<u>  /  /  </u>
 TOTAL	 \$ _____	 <u>  /  /  </u>

Docket No.: **CV 56-08**  
Date Filed: **6-5-08**



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

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 2,000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

- ① Shoddy workmanship ② Leaving the job and leaving me with no heat ③ Failure to get permit to do the work (especially electrical) ④ Sale of a 1994 Blazer for \$2800.00 that I never received. ⑤ Stealing material already purchased by me ⑥ Charging for work never done. ⑦ Double charging for work

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

Steven Wilder  
(Signature of Plaintiff or Authorized Agent)

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

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

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

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

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



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

**FILED**

AUG 25 2008

0/2:45/1m  
William A. Shaw  
Prothonotary/Clerk of Courts (GR)  
~~to file~~  
1 cent to RFR

**Steven Wilder**

\_\_\_\_\_  
Plaintiff/Appellant

vs.

**Jeff Shanks Construction Co.**

\_\_\_\_\_  
Defendant/Appellee

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**District Justice Appeal  
CASE NO: 08 - 1444 - C.D.**

**Type of Pleading:  
COMPLAINT**

**: Filed on Behalf Of  
PLAINTIFF**

**Steven Wilder  
346 East Main Street  
Mahaffey, PA 15757  
(814) 277-6527**

COMPLAINT - NOTICE TO DEFEND

IN THE COURT OF THE COMMON PLEAS  
CLEARFIELD COUNTY, PENNSYLVANIA

Steven Wilder	:	
_____	:	<b>District Justice Appeal</b>
Plaintiff/Appellant	:	<b>CASE NO: 08 - 1444 - C.D.</b>
	:	
vs.	:	
	:	<b>Type of Pleading:</b>
	:	<b>COMPLAINT</b>
Jeff Shanks Construction Co.	:	
_____	:	
Defendant/Appellee	:	

**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 the 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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. 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 OUR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, x - 1300

**COMPLAINT**

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

**Steven Wilder**

\_\_\_\_\_  
Plaintiff/Appellant

vs.

**Jeff Shanks Construction Co.**

\_\_\_\_\_  
Defendant/Appellee

:  
: **District Justice Appeal**  
: **CASE NO: 08 - 1444 - C.D.**  
:  
:  
: **Type of Pleading:**  
: **COMPLAINT**  
:  
:

**COMPLAINT**

Now, comes the Plaintiff, Steven Wilder, who hereby avers as follows:


1. Steven Wilder is an adult individual whose address is 346 E. Main Street, Mahaffey, PA 15757.
2. Defendant is Jeff Shanks Construction, Co., an adult individual, whose business and domicile address is 3728 Millstone Road, Glen Campbell, PA 15742.
3. On or about May 18, 2006, at approximately 8:00 p.m. Jeff Shanks was the owner of Jeff Shanks Construction, Co.
4. At the date, time and place above referenced, the Plaintiff visited the Defendant's home to provide a quote to perform construction and remodeling work on the Plaintiff's home.
5. Plaintiff's home was left damaged and in worse shape than when Defendant began the work. Most of the work was never completed as promised in the quote received and was left only partially completed.
6. The damage in the Plaintiff's home is a direct result of the negligence of the Defendant, which is listed as follows:

- a. Shoddy workmanship.
- b. Leaving the job before it was completed.
- c. Failure to obtain the necessary permits required to perform the work promised with emphasis placed on the electrical work performed.
- d. The sale of a 1994 Blazer for \$2800.00 that I never received.
- e. Stealing material that was purchased by me for the work Plaintiffs home that was not completed.
- f. Charging for work that was supposed to be performed per my quote, however, never was.
- g. Double charging for work that was never completed.

7. As a direct and proximate result of Defendant's negligence as described herein, Plaintiff has sustained damages as follows:

- a. Leaving Plaintiff with no heat.
- b. Kitchen base cabinets and pantry cabinets are collapsing.
- c. Kitchen counter is warped and needs replaced.
- d. The fireplace was not fixed as promised.
- e. A hole in the kitchen floor that was not replaced as per our agreement.
- f. A Bilco door that fell apart after it was installed by Defendant.
- g. Gaps in the floor in and around the shower.
- h. A sink not anchored down in the bathroom that moves when it is touched.
- i. Lights in the bedroom that do not work.
- f. Bare electrical wires hanging from the ceiling both upstairs and in the basement.
- g. Plaintiff is 100% disabled and cannot perform the work required to correct these items alone.

WHEREFORE, Plaintiff demands judgement against the Defendant in the amount of \$8,000.00, plus interest, court costs and suce other reasonable costs as the court may allow.

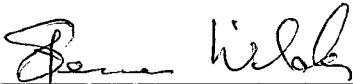
  
Plaintiff

COMPLAINT - VERIFICATION

**VERIFICATION**

I verify that the statements made in this complaint are true and correct. I understand that false statements herein are made subject to the penalties of the 18 Pa. C.S. Section 4904 relating to

Unsworn Falsification to Authorities.

  
\_\_\_\_\_  
Steven Wilder

FILED

AUG 25 2008

8/7:20/08 (612)  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. 16-11-1014

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

**Steven Wilder**

\_\_\_\_\_  
Plaintiff/Appellant

vs.

**Jeff Shanks Construction Co.**

\_\_\_\_\_  
Defendant/Appellee

:  
: **District Justice Appeal**  
: **CASE NO: 08 - 1444 - C.D.**  
:

:  
: **Type of Pleading:**  
: **COMPLAINT**  
:

**CERTIFICATE OF SERVICE**

I, Steven Wilder, Plaintiff above named, do hereby certify that  
on the 25<sup>th</sup> day of August, 2008, I caused a  
Certified Mail Return Receipt  
certified copy of the Complaint to be mailed, ~~first class~~ - postage prepaid, to the  
Defendant at his/her address as follows:

Jeff Shanks  
c/o Jeff Shanks Construction Co.  
3728 Mill Stone Rd.  
Glen Cambell, PA 15742  
(814) 938-5797

*Filed by  
Kathryn Wilder  
for  
Steven Wilder*

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

STEVEN WILDER

Plaintiff

vs.

JEFF SHANKS CONSTRUCTION CO.

Defendant

No. 2008-1444-CD

Type of Case: Civil

Type of Pleading: Answer, New Matter  
& Counterclaim

Filed on Behalf of: Defendant

Counsel for this Party:

Ann B. Wood, Esquire  
Supreme Court No. 23364  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
(814) 765-5537

FILED <sup>ICC</sup>  
01:09 PM  
SEP 12 2008  
Amy Wood  
(62)

William A. Shaw  
Prothonotary/Clerk of Courts

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

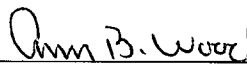
STEVEN WILDER	:	
Plaintiff	:	
	:	No. 2008-1444-CD
vs.	:	
	:	
JEFF SHANKS CONSTRUCTION CO.	:	
Defendant	:	

**NOTICE TO PLEAD**

TO: Steven Wilder , Plaintiff

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.

BELL, SILBERBLATT & WOOD  
BY:

  
\_\_\_\_\_  
Ann B. Wood, Esquire  
Attorney for Defendant



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

STEVEN WILDER	:	
Plaintiff	:	
	:	No. 2008-1444-CD
vs.	:	
	:	
JEFF SHANKS CONSTRUCTION CO.	:	
Defendant	:	

**ANSWER, NEW MATTER & COUNTERCLAIM**

NOW COMES the Defendant, Jeffrey C. Shank, and sets forth his Answer to the Complaint as follows:

1. Paragraph 1 of the Complaint is admitted.
2. Paragraph 2 of the Complaint is denied as stated and, on the contrary, it is averred that the Defendant's proper name is Jeffrey C. Shank, an adult individual, t/d/b/a Jeff's Construction with an address of 3728 Millstone Road, Glen Campbell, PA 15742.
3. Paragraph 3 of the Complaint is denied as stated and, on the contrary, it is averred that Jeffrey C. Shank is the owner and trades and does business as Jeff's Construction.
4. Paragraph 4 of the Complaint is admitted insofar as Jeffrey C. Shank did visit the home of the Plaintiff on or about May 18, 2006, for purposes of providing a quote for certain construction and remodeling work on Plaintiff's residence.
5. Paragraph 5 of the Complaint is denied as stated and, on the contrary, it is averred that the Defendant did perform certain work at the Plaintiff's home which improved the premises and that the work which was not performed from the original quote was not completed at the direction of the Plaintiff.

6. Paragraph 6 of the Complaint is denied as stated and, on the contrary, it is averred that there was no negligence on the part of the Defendant. It is further averred as follows:

a) Paragraph 6(a) of the Complaint is denied as stated and, on the contrary, it is averred that all work performed at the Plaintiff's residence was done in a good and workmanlike manner;

b) Paragraph 6(b) of the Complaint is denied as stated and, on the contrary, it is averred that the Defendant completed those tasks which the Plaintiff requested and omitted certain tasks including carpeting in the bathroom, the flooring in the living room/dining room and, the flooring in the kitchen as well as bi-fold doors at the direction of the Plaintiff.

c) Paragraph 6(c) of the Complaint is denied as stated and, on the contrary, it is averred that it was understood that the requirement to obtain any necessary permits was to be performed by the Plaintiff who informed the Defendant that no permits for electrical work were required for this project.

d) Paragraph 6(d) of the Complaint is denied as stated and, on the contrary, it is averred that the Plaintiff did receive credit for \$2,800.00 from the amount due Defendant for work performed.

e) Paragraph 6(e) of the Complaint is denied as stated and, on the contrary, it is averred that there were no materials for which the Plaintiff paid which were removed from the job; but rather, all materials for which the Plaintiff was charged were installed at the premises.

f) Paragraph 6(f) of the Complaint is denied as stated and being within the particular knowledge of the Plaintiff, Defendant after reasonable investigation, is unable to determine the truth thereof and, strict proof thereof is demanded at trial.

g) Paragraph 6(g) of the Complaint is denied as stated and being within the particular knowledge of the Plaintiff, Defendant after reasonable investigation, is unable to determine the truth thereof and, strict proof thereof is demanded at trial.

7. Paragraph 7 of the Complaint is denied as stated and, on the contrary, it is averred that there were no damages to the Plaintiff's residence as a result of the conduct and/or work performed by the Defendant and, it is further averred as follows:

a) Paragraph 7(a) of the Complaint is denied as stated and, on the contrary, it is averred that the Defendant did not leave the Plaintiff with no heat but did leave one (1) heater to be connected in the kitchen at the Plaintiff's direction.

b) Paragraph 7(b) of the Complaint is denied as stated and, on the contrary, it is averred that being within the particular knowledge of the Plaintiff, the Defendant after reasonable investigation, is unable to determine the truth thereof and strict proof is demanded at trial.

c) Paragraph 7(c) of the Complaint is denied as stated and, on the contrary, it is averred that the Defendant did no work to the kitchen counters which were warped prior to the Defendant performing any work on the premises.

d) Paragraph 7(d) of the Complaint is denied as stated and, on the contrary, it is averred that the Plaintiff directed the Defendant to stop work and provide a billing to date before the Defendant had the opportunity to perform any work on the fireplace.

e) Paragraph 7(e) of the Complaint is denied as stated and, on the contrary, it is averred that the Plaintiff directed the Defendant to stop work and provide a billing to date and did not permit the Defendant to complete the work involving the kitchen floor.

f) Paragraph 7(f) of the Complaint is denied as stated and, on the contrary, it is averred that the Bilco door was properly purchased and installed by the Defendant.

g) Paragraph 7(g) of the Complaint is denied as stated and, on the contrary, it is averred that the matter being within the particular knowledge of the Plaintiff, the Defendant after reasonable investigation, is unable to determine the truth thereof and strict proof is demanded at trial.

h) Paragraph 7(h) of the Complaint is denied as stated and, on the contrary, it is averred that the sink in the bathroom was anchored but that the Plaintiff would not permit the Defendant to attach the sink top to the vanity base to further secure it.

i) Paragraph 7(i) of the Complaint is denied as stated and, on the contrary, it is averred that the Defendant did not perform any work on lights in the bedroom.

j) Paragraph 7(j) being erroneously stated in the Complaint as a second Paragraph 7" is denied as stated and, on the contrary, it is averred that there were no bare electrical wires hanging from the ceiling when the Defendant left the jobsite.

k) Paragraph 7(k) being erroneously stated in the Complaint as a second Paragraph 7"g" is denied as stated and, on the contrary, it is averred that the matter being within the particular knowledge of the Plaintiff, the Defendant after reasonable investigation, is unable to determine the truth thereof and strict proof is demanded at trial.

WHEREFORE, the Defendant requests judgment in his favor.

**NEW MATTER**

NOW COMES the Defendant, by his attorney, Ann B. Wood, Esquire, and sets forth his New Matter to the Complaint as follows:

8. Paragraphs 1 through 7 of Defendant's Answer to the Complaint are incorporated herein by reference as though the same were set forth in full.

9. The Defendant contracted to perform work under an estimate dated May 18, 2006, for a total price of \$18,343.00, which estimate subsequently had an added notation to fix the fireplace. A copy of said quote is attached hereto as Exhibit "A".

10. The Defendant completed all of the work included in the original bid except for the flooring in the living room, the carpet in the bathroom, flooring in the kitchen, the bi-fold doors and the woodwork around the washer, dryer and walk-in door as set forth on the original estimate.

11. While the Defendant was working on the Plaintiff's residence, the Plaintiff requested significant additional work which included items above and beyond that set forth on the original estimate.

12. On or about July 14, 2006, the Plaintiff directed the Defendant to stop work on the premises and asked for a billing to date.

13. The Plaintiff indicated that he anticipated asking the Defendant to return to complete the remaining items at a later time.

14. On or about July 15, 2006, the Plaintiff changed his phone number making it impossible for the Defendant to contact him by phone.

15. The Defendant made several trips to the Plaintiff's residence in an attempt to contact him but, the Plaintiff was either not there and/or refused to answer the door.

16. The Plaintiff specifically directed the Defendant not to connect the heater in the kitchen as he wanted to teach his son to do that work.

17. The Defendant left the kitchen heater and all the plumbing parts necessary for the heater at the direction of the Plaintiff.

18. The kitchen of the Plaintiff's residence was a former porch that was pulling away from the house.

19. The work contracted for by the Plaintiff required the Defendant to jack-up and put a foundation under part of the kitchen structure.

WHEREFORE, the Defendant would request judgment in his favor and against the Plaintiff.

#### **COUNTERCLAIM**

NOW COMES the Defendant, by his attorney, Ann B. Wood, Esquire, and sets forth his Counterclaim against the Plaintiff as follows:

20. Paragraphs 1 through 19 of the foregoing Answer and New Matter are incorporated herein by reference as though set forth

21. Under the original quote, the Plaintiff was to pay the Defendant \$18,343.00 as set forth in Exhibit "A" attached hereto.

22. The Plaintiff paid the Defendant the amount of \$9,343.00.

23. At the request of the Plaintiff, the Defendant stopped work before completing all the items on the original contract.

24. The Plaintiff requested that the Defendant perform numerous additional services which were not part of the original contract.

25. At the request of the Plaintiff, the Defendant stopped work on or about July 14, 2006, and provided the Plaintiff with an additional job estimate a copy of which is attached hereto as Exhibit "B".

26. The Plaintiff owed Defendant \$9,000.00 remaining on the original bid.

27. The Defendant credited the Plaintiff for work not performed in the amount of \$4,837.00 leaving a balance due on the original bid of \$4,163.00.

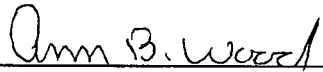
28. The Defendant billed the Plaintiff for the additional work performed in the amount of \$6,100.00 for a total due from Plaintiff of \$10,263.00.

29. The Defendant credited to Plaintiff's account the amount of \$2,800.00 as payment for a 1994 Blazer that Plaintiff had given to Defendant's brother.

30. The Plaintiff owes the Defendant the outstanding amount of \$7,463.00 for work performed and material supplied and installed at Plaintiff's residence.

WHEREFORE, Plaintiff requests judgment in his favor in the amount of \$7,463.00 plus interest thereon against the Plaintiff.

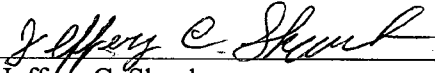
Respectfully submitted,  
BELL, SILBERBLATT & WOOD  
By:

  
Ann B. Wood, Esquire  
Attorney for Defendant

### VERIFICATION

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

Date: Sept. 12, 2008

  
\_\_\_\_\_  
Jeffrey C. Shank  
t/d/b/a Jeff's Construction



JEFF'S CONSTRUCTION  
3728 Mill Stone Road  
GLEN CAMPBELL, PA 15742

# JOB ESTIMATE

(814) 939-5797

PHONE  
277-6800

DATE  
5/18/06

JOB NAME/LOCATION

TO Steve Wilder

346 EAST MAIN ST

MAHAFFEY, PA

## JOB DESCRIPTION:

*fire fire place*

> Blocks under front of house on kitchen, cosmetic work, Will dig to 3 foot below ground surface. Pour footer and relay 8" cement block. Install french drain. Dig out basement way. Pour footer and lay block. Install like doors and stairs consisting of treated lumber. Walk-in door on basement way and french drain. Will have to french drain thru the inside of basement unless I can find an existing drain. Owner will provide backhoe service as needed for digging of the footers. Inside house: Put cement board down on floor in kitchen. Lay ceramic tile, Red in color. ~~1/8~~ Tear wood off of existing wall in kitchen to expose brick. Cut hole in wall, build new wall & drywall. Owner will paint. Install washer & dryer in new utility room. Complete with wood work around doorway and by fold doors.

Bathroom: Stud ceiling, drywall. Owner will paint. 5/8 plywood on sub floor. Reset toilet to match new sub flooring. Install blue indoor-outdoor carpet on floor using old woodwork. In 1st Room, erect divider wall in center of room consisting of 2x4 studding 16 in. center & drywall. Owner will paint.

Livingroom - Install 5/8 plywood sub floor. Install laminate flooring & trim.

CHECK 866

\$18,343.00

Half down when started. Half down when complete.

*Steve Wilder*

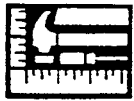
THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED  
JOB COST

ESTIMATED  
BY

*Jeff Skiff*





JEFF'S CONSTRUCTION

3728 Mill Stone Road  
GLEN CAMPBELL, PA 15742

# JOB ESTIMATE

(814) 939-5797

PHONE

DATE

JOB NAME/LOCATION

TO Steve + Kathy Wilder  
346 E. Main St.  
Mahaffey, PA 15757

## JOB DESCRIPTION:

> On original bid was \$18,343.00.  
Homeowner paid \$9,343.00 / Balance \$9,000.00  
On original bid exclude flooring in living room, carpet  
in bathroom, floor tile in Kitchen, by fold doors &  
wood work around washer & dryer <sup>+ walk in</sup> door \$4,837.00  
Which should leave a total of \$4,163.00

Extra! Tearoff around top of old cabinets, drywall in behind.  
Drywall Kitchen ceiling. Straighten up around window on  
brick wall to get ready to trim. Remove 3 heaters. Purchase 3  
new heaters. Plumb in complete with gate valves. 4 Ft, 6 Ft +  
8 Ft new heaters. Plumbed in old heater in living room. Heater out  
of Kitchen put in bathroom + plumbed. Plumbed heater in bedroom.  
Bought heater for Kitchen but did not finish plumbing. Install +  
plumb shower & vanity. New circuits in living room wall. Remove  
fan from 1 room to another. Put up gutter + down + soffit & fascia in  
front of house.

\$6,100.00  
\$10,263.00 left  
- 2,800.00 Blazer  
\$7,463.00 Balance.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE.  
IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL  
PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH  
MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE  
WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED  
JOB COST

ESTIMATED  
BY

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

STEVEN WILDER

Plaintiff

vs.

JEFF SHANKS CONSTRUCTION CO.

Defendant

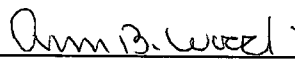
No. 2008-1444-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a certified copy of the Answer, New Matter & Counterclaim as filed on behalf of Defendant with reference to the above matter has been served upon the Plaintiff by mailing the same to him by United States First Class Mail, postage prepaid, addressed as follows on September 12, 2008:

Steven Wilder  
346 Main Street  
Mahaffey, PA 15757

BELL, SILBERBLATT & WOOD  
By:

  
Ann B. Wood, Esquire  
Attorney for Defendant

**FILED**

OCT 06 2008  
0 13:20

William A. Shaw  
Prothonotary/Clerk of Courts

No. 2008-1444-CD

Type of Pleading: Reply to  
Answer, Reply to New  
Matter, Counterclaim  
Reply

Filed of Behalf of: Plaintiff

Steven Wilder  
346 E. Main Street  
Mahaffey, PA 15757  
(814) 277-6527

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

STEVEN WILDER  
Plaintiff

vs.

JEFF SHANKS CONSTRUCTION CO.  
Defendant

No. 2008-1444-CD

**NOTICE TO PLEAD**

TO: Jeff Shanks, Defendant

You are hereby notified to file a written response to the enclosed Reply to Answer, New Matter and Counterclaim within twenty(20) days from the service hereof or a judgment may be entered against you.

BY:

\_\_\_\_\_  
Steven Wilder  
Plaintiff

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

STEVEN WILDER  
Plaintiff

vs.

JEFF SHANKS CONSTRUCTION CO.  
Defendant

No. 2008-1444-CD

**REPLY TO ANSWER, NEW MATTER & COUNTERCLAIM**

NOW COMES the Plaintiff, Steven E. Wilder, and sets forth his  
Reply to Answer, New Matter & Counterclaim as follows:

1. Paragraph 1 of the Answer is admitted.
2. Paragraph 2 of the Answer is admitted insofar as this  
information was obtained from the original Complaint, as it was filed.
3. Paragraph 3 of the Answer is admitted insofar as this  
information was obtained from the original Complaint, as it was filed.
4. Paragraph 4 of the Answer is admitted.
5. Paragraph 5 of the Answer is denied as stated and, on the  
contrary, it is averred that the Defendant performed work in order to  
correct errors created by the Defendant while performing the original,  
agreed upon work.
6. Paragraph 6 of the Answer is denied as stated and, on the  
contrary, it is averred that there was, in fact, negligence resulting  
in damages on the part of the Defendant. This is further averred as  
follows:
  - a) Paragraph 6(a) of the Answer is denied as stated and, on

the contrary, it is averred that photographs and evidence will be provided of the type and magnitude that shows the Defendant performed shoddy workmanship.

b) Paragraph 6(b) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant was asked to provide and amount of work performed to the Plaintiff up to that point in time. Defendant stated that \$6,340.00 was the amount of work that had been performed. Defendant was then asked to: fix the fireplace, hook up the heat, lay down the cement board flooring in the kitchen and put in the basement door and all work completed up to that point would be considered as satisfactory. This series of events were due to the fact that the Defendant was not showing up for work, taking too long to complete the work and using a one person crew to complete the job.

c) Paragraph 6(c) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant stated to the Plaintiff that he did not need nor did he require any permits.

d) Paragraph 6(d) of the Answer is admitted according to the Defendant's provided quote.

e) Paragraph 6(e) of the Answer is denied as stated and, on the contrary, it is averred that Defendant instructed his employee to remove materials during discussions with the Plaintiff in regards to billing by the Defendant up to that point. Removed from the Plaintiff's property in sum were: Eight (8) sheets of 4 X 8 by 5 X 8 ply board removed from the Plaintiff's front porch that was to be used for work inside the house. There were also Four (4) 2 X 8 X 8 treated lumber boards to be used for the cellar doorway removed at the same time. These items were on the front porch when the Defendant arrived, however, they were gone when the Defendant left the property and never returned.

f) Paragraph 6(f) of the Answer is admitted and Plaintiff will provide the proof requested at the time of trial.

g) Paragraph 6(g) of the Answer is admitted and Plaintiff will provide the proof requested at the time of trial.

7. Paragraph 7 of the Answer is denied as stated and, on the contrary, it is averred that there were damages to the Plaintiff's residence as a direct result of the Defendant's conduct and/or work and, it is further averred as follows:

a) Paragraph 7(a) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant was asked to hook up the heat. The Plaintiff did not agree to hook it up himself.

b) Paragraph 7(b) of the Answer is admitted and Plaintiff will provide the proof requested at the time of trial.

- c) Paragraph 7(c) of the Answer is denied as stated and, on the contrary, it is averred that Plaintiff will provide, at the time of trial, witness statements verifying that the kitchen counters were even and in good condition prior to the work of the Defendant being performed. It is further alleged that the warping of the kitchen counters is due to the failure of the Defendant to provide the cement board flooring in the kitchen.
- d) Paragraph 7(d) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant agreed with the Plaintiff to provide the needed work to the fireplace before the Defendant chose to stop work on the Plaintiff's home.
- e) Paragraph 7(e) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant was asked for a billing statement of work performed up to that point by the Defendant due to the fact that the Plaintiff was unsatisfied with the work ethic of the Defendant and of the work that had been performed up to that point. The Plaintiff gave the Defendant options and the Defendant decided, instead, to walk away from the job which was still in progress.
- f) Paragraph 7(f) of the Answer is admitted insofar as the Defendant did install the Bilco door. However, the pins were not placed in the door hinges and when the Plaintiff's wife attempted to open the door, it fell on her. Also, the door opening was placed 6 inches to far to the left and broke into the main part of the house which decreased the home's value.
- g) Paragraph 7(g) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant measured the floors incorrectly. Pictures and proof will be provided at the time of trial.
- h) Paragraph 7(h) of the Answer is denied as stated and, on the contrary, it is averred that the Plaintiff denies asking the Defendant not to anchor the vanity. Plaintiff was under the belief that the vanity was to be anchored, however, the Defendant failed to do it.
- i) Paragraph 7(i) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant disconnected a three way switch. This switch controlled 4 sets of lights in the Plaintiff's home. Due to the disconnection of this switch, there is only one working light left in the bedroom.
- j) Paragraph 7(j) of the Answer is denied as stated and, on the contrary, it is averred that the Defendant did leave bare wires exposed and hanging in the Plaintiff's home. The proof of this will be provided by photographs of the Plaintiff's home. These will be brought to court at the time of trial.

- k) Paragraph 7(k) is denied as stated and, on the contrary, it is averred that the Plaintiff is, according to doctors, 100% disabled and proof will be provided at trial.

WHEREFORE, the Plaintiff requests judgment in his favor.

### REPLY TO NEW MATTER

NOW COMES the Plaintiff, Steven E. Wilder, and sets forth his Reply to New Matter to the Complaint as follows:

8. Paragraphs 1 through 7 of the Plaintiff's Answer are incorporated herein by reference as though the same were set forth in full.

9. Paragraph 9 of the New Matter is admitted.

10. Paragraph 10 of the New Matter is denied as stated and, on the contrary, it is averred that the Defendant did not fix the fireplace, failed to connect the heat, did not put down the sub flooring in the kitchen, did not provide a properly installed Bilco door and did not provide a walk in door for the basement entryway.

11. Paragraph 11 of the New Matter is denied as stated and, on the contrary, it is averred that the additional work requested by the Plaintiff was to correct error's that were caused by the Defendant's shoddy workmanship.

12. Paragraph 12 of the New Matter is admitted.

13. Paragraph 13 of the New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff was under the impression that the Defendant would be finishing the work agreed upon without any sort of break in between. It was, in fact, the Defendant who took it upon himself to stop the work and never return.

14. Paragraph 14 of the New Matter is admitted insofar as the house phone number for the Plaintiff did change due to personal reasons, however, Plaintiff's cell phone number has never been changed and Plaintiff has not moved.



15. Paragraph 15 of the New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff has spoken to his neighbors, none of which has seen the Defendant approach the Plaintiff's residence at any time.

16. Paragraph 16 of the New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff never stated to the Defendant he would have anyone other than the Defendant hook up the heater. It was understood that this work was to be performed by the Defendant.

17. Paragraph 17 of the New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff did in fact remove the heater from the front porch. However, this was so it would not "disappear" as the additional materials had when the Defendant was at the Plaintiff's home.

18. Paragraph 18 of the New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff states that the kitchen is and always has been a kitchen. Any pulling away from the house is believed to be due to the work performed by the Defendant.

19. Paragraph 19 of the New Matter is denied as stated and being within the particular knowledge of the Defendant, Plaintiff after reasonable investigation is unable to determine the truth thereof and, strict proof thereof is demanded at trial.

WHEREFORE, the Plaintiff would request judgment in his favor against the Defendant.

### **REPLY TO COUNTERCLAIM**

NOW COMES the Plaintiff, Steven E. Wilder, and sets forth his reply to Counterclaim against the Defendant as follows:

20. Paragraph's 1 through 19 of the foregoing Reply to Answer,

Reply to New Matter and Reply to Counterclaim are incorporated herein by reference as though set forth

21. Paragraph 21 of the Counterclaim is denied due to the fact that exhibit A was not attached and Plaintiff has no reference.

22. Paragraph 22 of the Counterclaim is admitted.

23. Paragraph 23 of the Counterclaim is denied as stated and, on the contrary, it is averred that the Plaintiff asked the Defendant to provide a bill to date as the Plaintiff was unhappy with the work that had been performed thus far. The Defendant was then asked to: fix the fireplace, hook up the heat, put down the cement board flooring in the kitchen and put in the basement door and all work completed up to that point would be considered as satisfactory. Defendant instead chose to walk away from the job in progress and not return.

24. Paragraph 24 of the Counterclaim is denied as stated and, on the contrary, it is averred that the Plaintiff only requested that the Defendant correct the errors and mistakes made while performing the work agreed upon under the terms of the original contract.

25. Paragraph 25 of the Counterclaim is denied due to the fact that exhibit B was not attached and Plaintiff has no reference.

26. Paragraph 26 of the Counterclaim is denied as stated and, on the contrary, it is averred that the Defendant was actually overpaid due to the shoddy workmanship of the items he did complete along with items not completed per the original and/or updated agreement.

27. Paragraph 27 of the Counterclaim is admitted insofar as the work the Defendant credited the Plaintiff for did not include the fireplace, sub flooring in the kitchen, basement door not completed or the heat hooked up. Plaintiff also did not receive credit for the materials that were removed by the Defendant when he walked off the unfinished job.

28. Paragraph 27 of the Counterclaim is admitted insofar the Defendant failed to drywall between the tops of the cupboards. The kitchen ceiling had to be dry-walled due to the fact that the Defendant damaged the original ceiling in the home. Most of the work that was performed by the Defendant was in fact due to negligence and shoddy workmanship on the part of the Defendant. Defendant claims he purchased three (3) new heaters when he only purchased two (2). New circuits in the living room wall were run from the four (4) lights which no longer work in the bedroom. The gutter was put up in such a manner that the water does not flow out to the end. The downspout was installed with no screws to hold it up, resulting in it falling from the house.

29. Paragraph 29 of the Counterclaim is admitted.

30. Paragraph 7(k) is denied as stated and, on the contrary, it is averred that it is the Defendant who actually owes the Plaintiff and proof to support this claim will be provided at trial.

WHEREFORE, the Plaintiff agrees that the final statement in the Defendant's counterclaim states that the Plaintiff, Steven E. Wilder, requests judgment in his favor in the amount of \$7,463.00 plus interest and court costs thereon against the Defendant.

Respectfully submitted

By:


A handwritten signature in cursive script, appearing to read "Steven E. Wilder", written in dark ink.

Steven E. Wilder  
Plaintiff

**VERIFICATION**

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

Date: 10-6-08

  
\_\_\_\_\_  
Steven E. Wilder  
Plaintiff