

08-1562-CD

RA Walker & Co. vs Cfd C-ville C. Club

FILED**COMMONWEALTH OF PENNSYLVANIA****COURT OF COMMON PLEAS**

Judicial District, County Of Clearfield
No. 46-3-02


NOTICE OF APPEAL**AUG 20 2008**

0/2:40/1m
William A. Shaw
Prothonotary/Clerk of Courts

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT**COMMON PLEAS No. 2008-1562-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 Clearfield-Curwensville Country Club		MAG. DIST. NO. 46-3-02	NAME OF MDJ Richard A. Ireland
ADDRESS OF APPELLANT PO Box 843, Clearfield, PA 16830		CITY	STATE ZIP CODE
DATE OF JUDGMENT 08/11/08	IN THE CASE OF (Plaintiff) RA Walker & Company v. Clfd-Curwensville Country Club (Defendant)		
DOCKET No. CV-0000265-08	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		

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.

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 **RA Walker & Company** appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. **2008-1562-CD**) within twenty (20) days after service of rule or entry of judgment of non pros.


Signature of appellant or attorney or agent

RULE: To **RA Walker & Company** 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 **AUG. 20, 2008**


Signature of Prothonotary or Deputy

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

7/21
100-5 **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

No. 46-3-02

NOTICE OF APPEAL

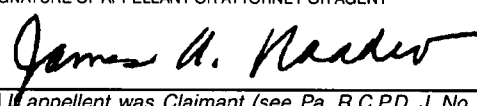
FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-1562-CD

NOTICE OF APPEAL

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NAME OF APPELLANT Clearfield-Curwensville Country Club	MAG. DIST. NO. 46-3-02	NAME OF MDJ Richard A. Ireland
ADDRESS OF APPELLANT PO Box 843, Clearfield, PA 16830	CITY	STATE ZIP CODE
DATE OF JUDGMENT 08/11/08	IN THE CASE OF (Plaintiff) RA Walker & Company v. Clfd-Curwensville Country Club (Defendant)	
DOCKET No. CV-0000265-08	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>		
<p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		

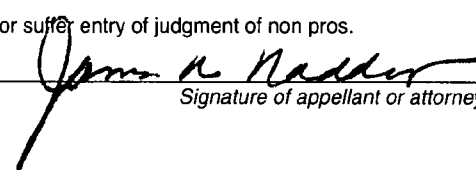
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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PRAECIPE: To Prothonotary

Enter rule upon RA Walker & Company appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 2008-1562-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellant or attorney or agent

RULE: To RA Walker & Company 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 Aug 20, 2008


Signature of Prothonotary or Deputy

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

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 20____

Signature of official before whom affidavit was made

Signature of affiant

Title of official

My commission expires on _____, 20____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**
MDJ Name: Hon. **RICHARD A. IRELAND**
Address: **650 LEONARD ST
STE 113
CLEARFIELD, PA**
Telephone: **(814) 765-5335 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS
**RA WALKER & COMPANY
120 E MARKET STREET
CLEARFIELD, PA 16830**

VS.
DEFENDANT: NAME and ADDRESS
**CLFD.-C-VILLE COUNTRY CLUB
PO BOX 843
CLEARFIELD, PA 16830**

**CLFD.-C-VILLE COUNTRY CLUB
PO BOX 843
CLEARFIELD, PA 16830**

Docket No.: **CV-0000265-08**
Date Filed: **7/10/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **8/11/08**

☒ Judgment was entered for: (Name) **RA WALKER & COMPANY,**

☒ Judgment was entered against: (Name) **CLFD.-C-VILLE COUNTRY CLUB**
in the amount of \$ **1,728.31**

☐ 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	\$ 1,649.31
Judgment Costs	\$ 79.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 1,728.31
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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

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

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

AUG 14 2008 Date *Richard A. Ireland*, 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: 8/14/08 9:24:00 AM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**
MDJ Name: Hon. **RICHARD A. IRELAND**
Address: **650 LEONARD ST
STE 113
CLEARFIELD, PA**
Telephone: **(814) 765-5335 16830**

**RICHARD A. IRELAND
650 LEONARD ST
STE 113
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF: **RA WALKER & COMPANY**
**120 E MARKET STREET
CLEARFIELD, PA 16830**
NAME and ADDRESS
FILED
7/11/08
VS. AUG 22 2008
DEFENDANT: **CLFD.-C-VILLE COUNTRY CLUB**
**PO BOX 843
CLEARFIELD, PA 16830**
NAME and ADDRESS
Shaw
Prothonotary/Clerk of Courts
2008-1562-CD

Docket No.: **CV-0000265-08**
Date Filed: **7/10/08**



THIS IS TO NOTIFY YOU THAT:

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AUG 14 2008 Date **Richard Ireland**, Magisterial District Judge

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

AUG 21 2008 Date **Richard Ireland**, Magisterial District Judge

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

SEAL

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

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Plaintiff's Address:
120 East Market Street
Clearfield, PA 16830
(814) 768-7883

FILED 2 CC PIST
09/21/30cm
SEP - 9 2008

William A. Shaw
Prothonotary/Clerk of Courts

COMPLAINT - NOTICE TO DEFEND

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

R. A. WALKER & COMPANY

Plaintiff / Appellant

vs.

CLFD-C-VILLE COUNTRY CLUB

Defendant / Appellant

District Justice Appeal

CASE NO. 2008-1562-C.D.

Type of Pleading:

COMPLAINT

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 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 of 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 OR
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, Extension 1300

COMPLAINT

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

R. A. WALKER & COMPANY

Plaintiff / Appellant

vs.

CLFD-C-VILLE COUNTRY CLUB

Defendant / Appellant

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District Justice Appeal

CASE NO. 2008-1562-C.D.

Type of Pleading:

COMPLAINT

COMPLAINT

NOW, comes the Plaintiff, R. A. Walker and Company who hereby avers as follows:

1. R. A. Walker and Company a business whose address is 120 East Market Street, Clearfield, PA 16830.

2. Defendant is Clearfield- Curwensville Country Club, a Business whose address is P.O. Box 843, Clearfield, PA 16830.

EXHIBIT A 3. Plaintiff negotiated with defendants representative Judith Dugan, House Committee member for several weeks prior to the letter dated Nov. 17, 2007 which outlined our discounts offered and due dates to receive the discounts.

4. On November 30, 2007 the plaintiff was notified by Ann Dotsey also a Defendants house committee member that we had the contract and was to start Dec. 01, 2007.

EXHIBIT B 1 5. The Plaintiff had a contract drawn up and signed on the 1st of Dec. 2007 by the Owner of R.A. Walker and Company and waited to have a house committee member sign. The Plaintiff's employees worked Dec. 01 thru 03 without a signed contract.

EXHIBIT B 2 6. On Dec. 04, 2007 Mrs. Dugan Representative for the Defendant signed the contract
EXHIBIT C after the due date for the 20% discount thus, making the club eligible to receive only a 15% discount
SECTION 1-3 not 20%. This was realized in the April Billing and was corrected on the May billing. Asking for \$ 443.56

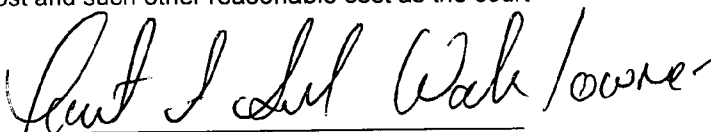
EXHIBIT C 7. A copy of the contract as well as the Terms and Conditions was given at that time
Stating the discount rate. As well as the right to terminate and the penalties if terminated early.

EXHIBIT C 8. It states that a 30 day written notice must be given not a verbal one I received my
SECTION 5 written notice on the 16th of May 2008. I then billed until June 16, 2008 as stated very clearly in the contract that I have the right to do. SECTION 5 of the terms. From June 1-16 totals \$ 836.85

EXHIBIT D 1-5 9. Discount was only given if terms of the invoice was met which required payment to be postmarked or hand delivered no later than the 15th of the month in which it was until Mays bill.

- EXHIBIT E 1-2 10. At which time in May we extended the term date by 1 day June 16th for the discount rate, but the invoice wasn't post marked until the 19th of June, 3 days after the due date thus making the discount voided and full payment of \$1,673.70 due not \$1,338.96 Difference of \$334.74
- EXHIBIT E 1 10. Also stated on the invoice there would be a late charge of 1.52% due on the outstanding balance. This amount at the time of the hearing was \$24.53
- EXHIBIT F 11. On May 14th, the Plaintiff composed a letter to the (9) board members of the Defendants Board of Directors. This letter respectfully requested that the defendant give proper notice if they intended to terminate the contract. Then after speaking to a Ex-house committee member the plaintiff was told to mail or deliever the letters to either Garnet Kocher or Kevin Beardsley. This would stop the letters from going among the missing before the members got them.
- EXHIBIT G 12. On May 20th, the plaintiff composed a letter to Garnet Kocher asking her to please deliver the letters to the board members at that nights meeting.
- EXHIBIT H 13. A letter was composed on May 16, 2008 and post marked May 22, 2008. Signed by Sandra Douglas and Garnet Kocher stating that as to a phone conversation with sandy on April 1, 2008 we would be done when the contract expired. This information was never discussed at the time of that conversation Ms. Douglas only ask when our contract was up and I told her May, 31, 2008 was the end of the discount contract and it extended thru the end of the 2008 year unless 30 day written notice was given.
- EXHIBIT C 14. The terms of the contract are clearly outlined and if there was a discrepancy in the contract it should have been discussed prior to the contract being signed not after the fact.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of the Original Judgement of \$1,728.31 + interest, Court Cost and such other reasonable cost as the court may allow for the filing of this complaint.


Plaintiff

COMPLAINT - VERIFICATION

VERIFICATION

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

Paul A. Del Wale

EXHIBIT A



R. A. WALKER AND COMPANY COMMERCIAL & RESIDENTIAL CLEANING

120 East Market Street ~ Suite # 3
Clearfield, PA 16830-0120
Phone (814) 768-7883
www.RAWalkerandCo.com

November 17, 2007

Dear Judy Dugan:

As you can see by the enclosed break down of the Bid Sheet my original bid of \$1,028.20. Was 30% less then the accutal charge that should have been bidded, as was the 2nd Bid placed in the amount of \$1,072.50.

Upon refiguring I am unable to meet your terms as requested at the rate of \$1,050.00 per month. Unless I reduce the number of days of service to 4 per week 2½ hours per day using two (2) persons per day for the entire 12 month period. I have payroll and material cost to consider along with insurance and the rising cost of doing business. This service must also be done in the evenings do in part to other contract obligations at this time and pending in the next few weeks.

Regrettably my origianl bid and 2nd bid have been revised to show this effect. The accual Bid should have been \$1,578.96 per Month for 2 persons and material 2½ hours per day with your request of 4 days per week in Jan-March and 6 days per week in April - Dec. I am able to offer a discount if a 6 month term is signed with the understanding that if the contract is breached prior to the completion of the term the discount is voided and null and becomes payable upon the end of our 30 day notice. At the end of the 6 month term we will be working on a month to month basis for the remaining of the year.

I can offer a 20% discount off the accual bid of \$1,578.96 if the contract is signed by December 3, 2007 leaving the total amount due as \$1,263.17 per month or 15% discount if the contract is signed after December 3, 2007 but before December 17, 2007 leaving a total amount due of \$ 1,342.12 per month.

Please contact me and advise as to the boards decision as to where they stand on this matter. As stated in our conversation you said " I guess we get *what we pay for* " and this is entirely True one does get what one pays for.

Cordially,

Robert A. Walker / Owner

Robert A. Walker / Owner

R. A. WALKER AND COMPANY

120 East Market Street ~ Suite # 3
Clearfield, PA 16830-0120
Office: (814) 768-7883 ~ Fax: (814) 768-2887

Clearfield Curwensville Country Club

Clearfield Curwensville Highway

Clearfield, PA 16830

EXHIBIT B 1 & B 2

Commercial Cleaning Proposal

FOR	
Club House Cleaning	
LOCATION	
Clearfield Curwensville Highway	
Clearfield, PA 16830	
CONTACT	PHONE
Judy Dugan	814-765-2265

SERVICE REQUIRED		FREQUENCY				SERVICE REQUIRED		FREQUENCY			
AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER	AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
RESTROOMS:						DOORS * WALLS * PARTITIONS					
TOILETS * SINKS * URINALS	CLEAN * SANITIZE * POLISH	X				ENTRANCE GLASS DOORS	CLEAN	X			
TRASH CONTAINERS	EMPTY / LINE * CLEAN / SANI.	X				INTERIOR GLASS WINDOWS ONLY	CLEAN			X	
SOAP, TOWEL, TISSUE DISPENSER	FILL * CLEAN * SANITIZE	X				LEDGES * WINDOW SILLS	DUST		X		
GLASS * MIRRORS * CHROME	CLEAN & POLISH	X				DOORS * FRAMES * WALLS	SPOT CLEAN			X	
FLOORS	SWEEP * D-MOP * SANITIZE	X				BASEBOARDS	DUST		X		
PARTITIONS * DOORS	DUST * D-MOP * SPOT CLEAN	X									
WALLS BY SINK / URINALS	DAMP WIPE	X									
FLOOR DRAINS	CLEAN	X				MISCELLANEOUS EXTRA FEES MAY APPLY					
SHOWER AREAS MENS & WOMENS	CLEAN * SANITIZE	X				ALL WASTE CANS	EMPTY	X			
						ASH TRAYS * URNS BAR AREA	EMPTY * DAMP WIPE	X			
FLOORS:						VENDING MACHINES	DAMP WIPE	na			
KITCHEN	DAMP MOP * VACUUM RUGS	X				LIGHTS	REPLACE * DUST	na			
DINNING ROOMS	VACUUM	X				CLOCKS * PICTURES * FRAMES * TV	DUST * DAMP WIPE			X	
FORMAL DINNING AREA	DAMP MOP	X				VENTS * LOUVERS * FANS * BLINDS	CLEAN * VACUUM	na			
LOCKER ROOM AREAS	VACUUM	X				FURNITURE * DRAPES	VACUUM * DUST	na			
BACK BAR AREA & MATS	SWEEP * DAMP MOP	X				MATS	VACUUM * PICK-UP * TURN		X		
BAR DINNING AREA	VACUUM	X				DRINKING FOUNTAIN	CLEAN * POLISH * SANITIZE	na			
BILLARD ROOM	VACUUM * SWEAP	X				KICKPLATES * THRESHOLDS	CLEAN * POLISH	na			
OTHER: OUTSIDE PATIO	SWEEP	X			AN	LIGHT SWITCHES & PLATES	CLEAN * POLISH	na			
EXTERIOR:						DOOR HANDLES * KNOBS	CLEAN * POLISH	na			
MAIN & POOL SIDE ENTRANCE	SWEEP * DAMP MOP	X				DESKS * TABLES * PHONES	DUST * DAMP MOP * SANI	na			
PAPER * DEBRIS	PICK UP	na				JANITOR'S STORAGE AREA	CLEAN * ORGANIZE * STOCK	na			
SIDEWALKS	SWEEP	na									
PARKING LOT	SWEEP	na									

SPECIAL INSTRUCTIONS / NOTES:

Clean Hardwood Floors with vinegar as per request by Judy Dugan. AN = As Needed. Contract is for 4 days.

Thur-Sun in Jan, Feb, March and 6 days Tue-Sun in April thru Dec. 2 1/2 hours per day. Any additional Days/ Hours or Help if needed will be billed at

\$25.00 per hour. We will schedule the Cleaning after 11:30 pm most evenings. This Contract Reflects a 20% Discount and is based on Invoice Terms.

Terms and Conditions

1. All Chemical Cleaning Supplies to perform job will be supplied by:

R. A. WALKER AND COMPANY

2. In the event that this Agreement proves unsatisfactory, it may be terminated by a 30 day written notice by either party.

3. Total costs of the services will be \$ **1263.17** per month plus taxes.

4. Date services begin **December 01, 2007**

5. This offer or agreement expires on: **May 31, 2008**

Quoted by: **Robert A. Smith-Walker**

Date: **12/01/07**

Acceptance of Proposal

Authorized Signature

Judy Dugan

Date

12-04-07

R. A. WALKER AND COMPANY
COMMERCIAL & RESIDENTIAL CLEANING

120 East Market Street ~ Suite # 3
Clearfield, PA 16830-0120
Phone (814) 768-7883
www.RAWalkerandCo.com

TERMS AND CONDITIONS

- 1.) Accual Bid of \$ 1,578.96+ tax - 20% Discount if the contract is signed by no later then December 3, 2007. Making total amount due each month \$ 1,338.96
- 2.) Accual Bid of \$ 1,578.96+ tax - 15% Discount if the contract is signed at any time after December 3, 2007 but before Decemeber 17, 2007. Total due each month \$ 1,422.65.
- 3.) Accual Bid of \$ 1, 578.96+ tax No Discount applies after December 17, 2007
- 4.) The discounted rates are available if a (6) six month term is signed with the express understanding that if the contract is breached prior to the completion of the term. The discount is then voided and null and the discount savings becomes payable in full upon final billing.
- 5.) At the end of the 6 month contract we will be working on a month to month term known as a EXTENDED CONTRACT for the remaining of the 2008 calendar year. At the accual bid rate as stated above unless a (30) thirty day written notice (Not A Verbal Notice) is given to terminate our contract.

~~We will bill at the current rate for the remaining balance of the (30) Thirtyday notice.~~

- 6.) Cleaning will be performed 4 days per week Thursday thru Saturday evenings after 11:30pm and Sunday evening after 9pm in the months of January thru March.
- 7.) Cleaning will be performed 6 days per week Tuesday thru Saturday evenings after 11:30pm and Sundays evenings after 9pm in the months of April thru December.
- 8.) We will work within a 2½ hour per day using (2) Two persons to complete the work required each additional day, person or hours will be billed at \$25.00 per hour.
- 9.) All Cleaning chemicals will be provided by R.A. Walker and Company, except the request of vinegar to be used on the hardwood floors by Judy Dugan which will be made available by the club manager, as well as all paper products (paper towels, toilet paper and trash bags) and any special foams or powder floor cleaners for the kitchen floor.

Kitchen area will be swept at closing by kitchen staff, we will vacuum & mop as stated.

R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

EXHIBIT D 1

INVOICE
Invoice Number:
5001

Invoice Date:
1/1/8

Page:
1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:
Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC7887

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% DISC PD BY 15	Bob Walker	1/31/8

Description	Amount
Club Cleaning as per Proposal	1,578.96
Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay: \$1,338.96	
If paid after 15th day but before the last day of the billing month Save 15% or \$251.05 off Total Invoice. Pay: \$1,422.65	
If paid after the last day of the billing month NO DISCOUNT APPLIES.	
** NOTE: Must be postmarked by due date to receive discounts.	
*** Please include the white Copy with Payment so that proper credit to your account may be given	

Check No:

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Please Pay in 30 days to Avoid Finance Charges

EXHIBIT D 1**Invoice**Invoice Number:
120107Invoice Date:
1/1/8Page:
1R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USAVoice: 814-766-7883
Fax: 814-768-2887

Duplicate

Sold To:Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep-ID	Due Date
	Net 30 Days	Bob Walker	1/31/8

Description	Amount
2 1/2 Extra Hours for Clearfield Hospital Charity Ball	62.50
** Please include the White Copy with payment so that proper credit to your account may be given.	

Subtotal	62.50
Sales Tax	3.75
Total Invoice Amount	66.25
Payment Received	0.00
TOTAL	66.25

Check No:

Please Pay in 30 days to Avoid Finance Charges

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D 1

COUNTY NATIONAL BANK
CLEARFIELD, PA 16830
60-627/313

1/14/2008

\$ 1,405.21

PAY TO THE ORDER OF R.A. Walker and Company

One Thousand Four Hundred Five and 21/100

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

MEMO

PRES. SEC. TREAS.



⑈008603⑈ ⑈031306278⑈ ⑈0147350⑈⑈⑈

8603

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

R.A. Walker and Company

1/14/2008

Date	Type	Reference
1/1/2008	Bill	INV# 120107
1/1/2008	Bill	INV# 5001

Original Amt.
66.25
1,338.96

Balance Due	Discount
66.25	
1,338.96	
Check Amount	

Payment
66.25
1,338.96
1,405.21

General Account CNB

1,405.21

R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

EXHIBIT D 2

Invoice Number:
843-013108

Invoice Date:
1/31/8

Page:

1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:

Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% 15, Net 30 Days	Bob Walker	3/1/8

Description	Amount
Club Cleaning as per Proposal	1,578.96
Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay \$ 1,338.96	
If paid after 15th day but before the last day of the billing month save 15% or \$251.05 off Total Invoice. Pay \$1,422.65	
If paid after the last day of the billing month NO DISCOUNT APPLIES.	
** Must be postmarked by due date to receive discount.	
*** Please include the white copy with payment so that proper credit to your account may be given.	

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Check No:

Please Pay in 30 days to Avoid Finance Charges

EXHIBIT D-2

8688

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD PA 16830

COUNTY NATIONAL BANK
CLEARFIELD PA 16830
80-627/313

2/14/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$ 1,338.96

One Thousand Three Hundred Thirty Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield PA 16830

PRES. SEC. TREAS.

MEMO

INV# 843-013108

AUTHORIZED SIGNATURE

⑈008688⑈ ⑈03⑈306278⑈ ⑈10047350⑈31⑈

8688

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

R.A. Walker and Company

2/14/2008

Date	Type	Reference
1/31/2008	Bill	INV# 843-013108

Original Amt.	1,338.96
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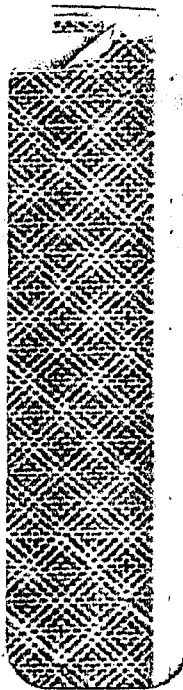
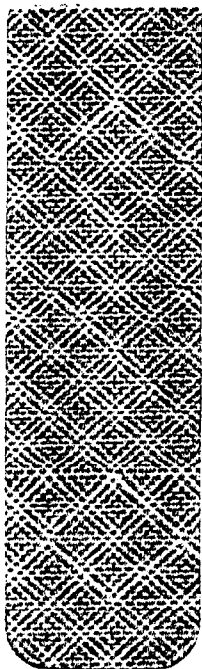
Balance Due	Discount
1,338.96	
Check Amount	

Payment
1,338.96
1,338.96

General Account CNB INV# 843-013108

1,338.96

EXHIBIT D 2



ALTOONA, PA. 1556
14 FEB 2008 PM 2

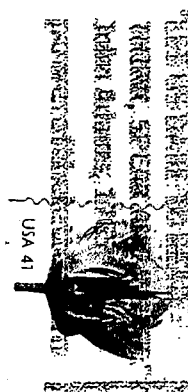


EXHIBIT D 3**Invoice**

R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

Invoice Number:
843-022908

Invoice Date:
2/29/8

Page:

1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:

Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% 15, Net 30 Days	Bob Walker	3/30/8
Description			Amount
Club Cleaning as per Proposal			1,578.96
Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay \$ 1,338.96			
If paid after 15th day but before the last day of the billing month save 15% or \$251.05 off Total Invoice. Pay \$1,422.65			
If paid after the last day of the billing month NO DISCOUNT APPLIES.			
** Must be postmarked by due date to receive discount.			
*** Please include the white copy with payment so that proper credit to your account may be given.			

Check No:

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Please Pay in 30 days to Avoid Finance Charges

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D 3

COUNTY NATIONAL BANK
CLEARFIELD, PA 16830
60-6277313-1

8739

3/4/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$ 1,338.96

One Thousand Three Hundred Thirty-Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

MEMO
INV# 843-013108



AUTHORIZED SIGNATURE

⑈0008739⑈ ⑈031306278⑈ ⑈47350⑈⑈

CLEARFIELD-CURWENSVILLE COUNTRY CLUB
R.A. Walker and Company

3/4/2008

8739

Date	Type	Reference
2/29/2008	Bill	

Original Amt.	1,338.96
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Balance Due	1,338.96
Discount	
Check Amount	

Payment	1,338.96
	1,338.96

General Account CNB INV# 843-013108

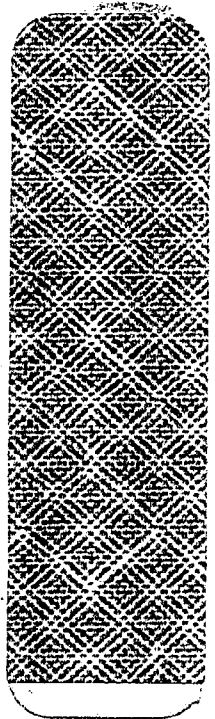
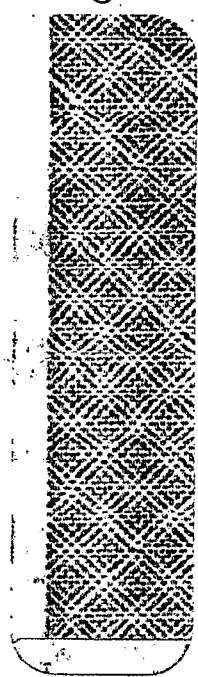
1,338.96

EXHIBIT D 3



ALLENDALE, CA 1955

US AIR FORCE 544 1A



R. A. Walker and Company
Commercial and Residential Cleaning
120 East Market Street ~ Suite #3
Clearfield, PA 16830-0120
(814) 768-7883

DATE	INVOICE #
3/31/2008	33108

DUE DATE	Payment Terms
4/15/2008	30 day Net

When paying this invoice please remit White copy.

EXHIBIT D 4

R. A. Walker and Company
 Commercial and Residential Cleaning
 120 East Market Street ~ Suite #3
 Clearfield, PA 16830-0120
 (814) 768-7883

Invoice

DATE	INVOICE #
3/31/2008	33108~2

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

DUE DATE	Payment Terms
4/15/2008	30 Days Net

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Extras	Replacement of 1 dining room mop head used by club staff in kitchen to clean up greasy floors.	1	16.00	16.00T
We appreciate your prompt payment.		Subtotal		16.00
		6% Service Tax		0.96
		Total		16.96

EXHIBIT D 4

8839

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

CNB BANK
CLEARFIELD, PA 16830
60-627/313-1

4/11/2008

PAY TO THE ORDER OF R.A. Walker and Company


\$ **1,355.92

One Thousand Three Hundred Fifty-Five and 92/100

DOLLARS

R.A. Walker and Company
120 E Market Street
Suite #3
Clearfield, PA 16830

MEMO

PRES SEC TREAS

AUTHORIZED SIGNATURE

⑈008839⑈ ⑆031306278⑆ ⑆117350⑈3⑈

CLEARFIELD-CURWENSVILLE COUNTRY CLUB
R.A. Walker and Company

4/11/2008

8839

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/31/2008	Bill	INV# 033108	1,338.96	1,338.96		1,338.96
3/31/2008	Bill	INV# 33108-2	16.96	16.96		16.96
				Check Amount		1,355.92

General Account CNB

1,355.92

—

Invoice

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96

When paying this invoice please remit White copy.

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D 5

CNB BANK
CLEARFIELD, PA 16830
80-627/313-1

8895

5/8/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$ **1,338.96

One Thousand Three Hundred Thirty-Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

MEMO INV# 043008

[Signature]
[Signature]
AUTHORIZED SIGNATURE

⑈008895⑈ ⑆036306278⑆ ⑈47350⑈3⑈

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

8895

R.A. Walker and Company

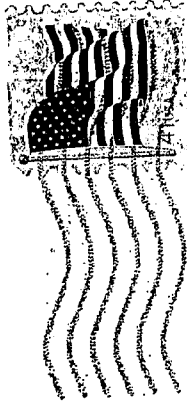
5/8/2008

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/30/2008	Bill	INV# 043008	1,338.96	1,338.96		1,338.96
				Check Amount		1,338.96

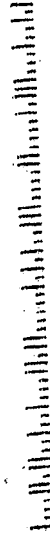
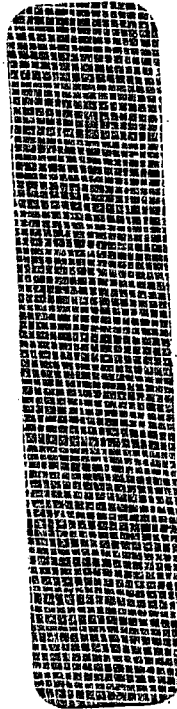
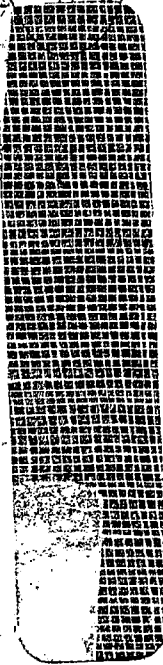
General Account CNB INV# 043008

1,338.96

EXHIBIT D 5



PITTSBURGH PA 152
10 MAY 2008 PM 1 T



1589032406

EXHIBIT E 1

R. A. Walker and Company
Commercial and Residential Cleaning
 120 East Market Street ~ Suite #3
 Clearfield, PA 16830-0120
 (814) 768-7883

Invoice

DATE	INVOICE #
5/31/2008	053108

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830

DUE DATE	Payment Terms
6/16/2008	Net 30 Days

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96T
Extras	June 1 - 16 for ½ month to end 30 day notice	1	789.48	789.48T
Extras	extra 5% Discount rate given not entitled to	1	418.45	418.45T
	PLEASE PAY IN 30 DAYS TO AVOID FINANCE CHARGES OF 1.52%			0.00
	Discount rate Applies if paid by due date pay \$ 2,510.55 must be post marked by Due date.			0.00

FINAL BILLING PLEASE PAY PROMPTLY !

When paying this invoice please remit White copy.

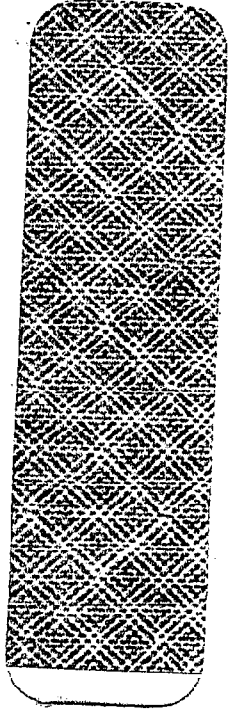
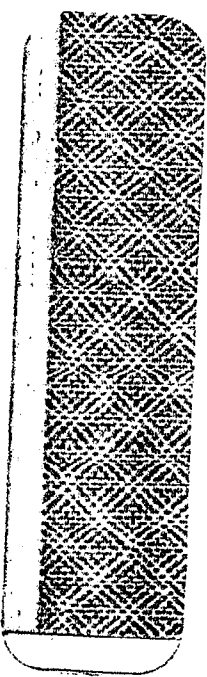
Subtotal	2,786.89
6% Service Tax	167.21
Total	2,954.10

EXHIBIT E 2

LETTERS BE TO READ
THINK SPEAK AN
John Adams 176
POWER OF THE

ALTOONA PA 15

19 JUN 2008 PM 2



CLEARFIELD-CURWENSVILLE
COUNTRY CLUB

P.O. BOX 843
CLEARFIELD, PA 16830

CNB BANK
CLEARFIELD, PA 16830
60-527/313 1

6/12/2008

9015

PAY TO THE ORDER OF R.A. Walker and Company

\$ **1,338.96

One Thousand Three Hundred Thirty-Eight and 96/100 ***** DOLLARS

R.A. Walker and Company
20 E. Market Street
Suite #3
Clearfield, PA 16830

MEMO

INV# 053108

Partial Invoice

1009015 1031305278

Donna Sec/Treas.
AUTHORIZED SIGNATURE

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

R.A. Walker and Company

Date Type Reference
5/31/200 Bill INV# 053108

Original Amt
1,338.96

6/12/2008
Balance Due Discount
1,338.96

9015

Payment
1,338.96
Check Amount
1,338.96

General Count CNB INV# 053108

1,338.96

EXHIBIT F

R. A. WALKER AND COMPANY COMMERCIAL AND RESIDENTIAL CLEANING

120 East Market Street
Suite # 3
Clearfield, PA 16830-0120
Phone (814) 768-7883
Fax (814) 768-2887
www.RAWalkerandCo.com

May 14, 2008

Board of Trustees
Clearfield-Curwensville Country Club
P.O. Box 843
Clearfield, PA 16830

Dear Board Members,

It has been brought to my attention that the boards plan is to terminate my company's contract. If this is in the works I have to respectfully request that you give 30 days notice as stated on the original bid sheet which outlines the terms of the contract agreement.

The discounted contract expires on May 31, 2008 , but continues for the remainder of the year on a month to month basis as stated on the Terms and Conditions page. This was explained to Sandy when she inquired as to terminating our contract.

This page contains the terms of the contract and the discount rates as expressed forward. You are currently being given 20% off the actual rate which should only be 15%.

If the proper 30 days notice is not given, my company will bill you in accordance with the term of the contract for the remaining balance as set forth when the contract was signed.

I am also respectfully requesting that proper toilet paper and paper towels for the restrooms be provided when requested from Sandy. I have requested such on 3 different occasions and my staff cannot complete the work required of the contract when these items are not available. I should not have to beg for supplies that the club are to make available to my staff.

Sincerely,

Robert A. Smith-Walker / Owner



Robert A. Smith-Walker / Owner

EXHIBIT G

R. A. WALKER AND COMPANY COMMERCIAL & RESIDENTIAL CLEANING

120 East Market Street ~ Suite # 3
Clearfield, PA 16830
Phone (814) 768-7883
Fax (814) 768-2887
www.RAWalkerandCo.com

May 20, 2008

Board of Trustee
Clearfield-Curwensville Country Club
P.O. Box 843
Clearfield, PA 16830

Dear Board Member, Garnet Kocher,

I'm sending these letters to you in hopes that you will take them to the board meeting for the other board members. I was going to send them to the P.O. Box 843, but Mrs. Ann Dotsey, suggested that I mail them direct to each board member so that they would not get side tracked on their way. I told her I had thought of that but I couldn't find everyone's address in the book, and that I knew where Kevin and yourself worked. So she stated that I should hand deliver them to either one of you and ask if you would be so kind to take them to the board meeting with you for each member.

Thanking you in advance,

Sincerely,

Robert A. Smith-Walker

Robert A. Smith-Walker



**Clearfield
Curwensville
Country
Club**

PO Box 843
Clearfield, PA 16830
(814) 765-7887

May 16, 2008

Dear R. A. Walker and Company,

The Clearfield Curwensville Country Club will no longer require your cleaning services. This letter is to confirm the phone conversation of April 1, 2008, with Bob and Sandy Douglas, club manager, that May 31, 2008 when your contract expires, your services would no longer be needed.

Sincerely,

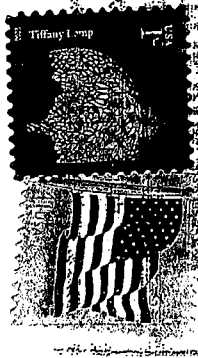
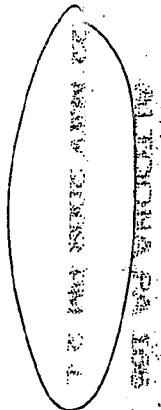
Sandra Douglas
Club Manager

Garnet Kocher
Club Board Member

EXHIBIT H

CAAC
P.O. Box 843
Clearfield, PA
16830

R.A. WALKER AND COMPANY
120 E. MARKET ST.
Suite #3
Clearfield, PA
16830



FILED

SEP - 9 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY
PENNSYLVANIA

R. A. WALKER & COMPANY

Plaintiff / Appellant

vs.

CLFD-C-VILLE COUNTRY CLUB

Defendant / Appellant

District Justice Appeal

CASE NO. 2008-1562-C.D.

CERTIFICATE OF SERVICE

I, Robert A. Walker, Owner / R. A. Walker and Company, Plaintiff above named, do hereby certify that on this the 09th day of September, 2008, I caused a certified copy of the complaint to be mailed, first class - postage prepaid, to the Defendant at his/ her address as follows:

Clearfield - Curwensville Country Club

P. O. Box 843

Clearfield, PA 16830

Robert A. Walker / Owner

7003 3110 0002 9492 1985

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

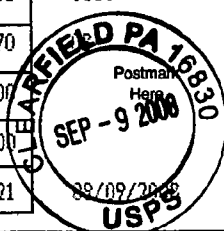
For delivery information visit our website at www.usps.com

CLEARFIELD PA 16830

OFFICIAL USE

Postage	\$	\$1.51
Certified Fee		\$2.70
Return Receipt Fee (Endorsement Required)		\$1.00
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.21

0830



Sent to: Clearfield-Curwensville Country Club
Street, Apt. No.: PO Box 843
PO Box No.: PO Box 843
City, State, ZIP+4: Clearfield PA 16830

Form 3800, June 2002

See Reverse for Instructions

FILED
013:1780X
William A. Shaw
Prothonotary/Clerk of Courts

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

No. 08-1562-CD

FILED

OCT 01 2008

0/3:20/6
William A. Shaw
Prothonotary/Clerk of Courts (610)

sent to App,

Type of Pleading:

ANSWER AND NEW MATTER

Filed on behalf of:
Defendant

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

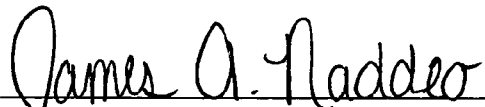
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

R.A. WALKER & COMPANY	*	
Plaintiff,	*	
	*	
v.	*	No. 08-1562-CD
	*	
CLFD-C-VILLE COUNTRY CLUB,	*	
Defendant.	*	

NOTICE TO PLEAD

TO THE PLAINTIFF:

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



James A. Naddeo, Esquire
Attorney for Defendant

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

R.A. WALKER & COMPANY	*	
Plaintiff,	*	
	*	
v.	*	No. 08-1562-CD
	*	
CLFD-C-VILLE COUNTRY CLUB,	*	
Defendant.	*	
	*	

ANSWER AND NEW MATTER

NOW COMES the Defendant, Clearfield-Curwensville Country Club, and by its attorney, James A. Naddeo, Esquire, sets forth the following Answer and New Matter:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted. In further answer thereto, neither relevant nor pertinent to Plaintiff's claim.
4. Admitted. In further answer thereto, neither relevant nor pertinent to Plaintiff's claim.
5. Denied. After reasonable investigation Defendant without knowledge or information sufficient to form a belief as to the truth of said averment and strict proof thereof is demanded to the extent that the same may be relevant.
6. States a conclusion of law to which no answer is required. To the extent an answer may be required it is alleged that the contract speaks for itself.

7. Admitted.

8. Neither admitted nor denied for the reason that the contract speaks for itself.

9. Neither admitted nor denied for the reason that the contract speaks for itself.

10. States a conclusion of law to which no answer is required. To the extent that an answer may be required it is denied that Defendant is indebted to Plaintiff in any amount and in further answer thereto Defendant incorporates its new matter as herein after set fourth by reference.

10. Admitted. In further answer thereto Defendant incorporates its new matter as herein after set fourth by reference.

11. Admitted. But only to the extent that said allegation may be relevant.

12. Denied. After reasonable investigation Defendant without knowledge or information sufficient to form a belief as to the truth of said averment and strict proof thereof is demanded to the extent that the same may be relevant.

13. Admitted. But only to the extent that said allegation may be relevant.

14. Admitted.

NEW MATTER

15. The parties entered into a contract to provide labor and materials to clean Defendant's premises known as Clearfield-Curwensville Country Club on or about December 4, 2007. A true and correct copy of said contract is attached to Plaintiff's complaint as an exhibit and is incorporated herein by reference.

16. Paragraph 5 of the front page of said contract provides as follows: This offer or agreement expires on: May 31, 2008.

17. Plaintiff provided cleaning services to the Defendant commencing on December 1, 2007 to May 31, 2008.

18. Defendant made timely payment to Plaintiff of all monthly invoices for services rendered to Defendant by Plaintiff for the period commencing December 1, 2007 to May 31, 2008. A copy of said invoices are attached to Plaintiff's complaint and are incorporated herein by reference.

19. All of Plaintiff's invoices contain the following legend: Please Pay in 30 days to Avoid Finance Charges.

20. Plaintiff's invoices do not specify that a finance charge for late payment would be made at the rate of 1.52% nor did Defendant agree to a specific rate for finance charges.

21. All invoices rendered by Plaintiff to Defendant were paid within thirty days.

22. All Plaintiff's invoices provided for a 20% discount provided payment was made by the fifteenth day of the billing month.

23. Defendant paid all invoices on or before the fifteenth day of the billing month with the exception of the invoice dated May 31, 2008.

24. Plaintiff's invoice of May 31, 2008 contains a charge for services allegedly performed by Plaintiff from June 1, 2008 to June 16, 2008.

25. Plaintiff failed to provide any cleaning services or supplies for the period from June 1, 2008 to June 16, 2008.

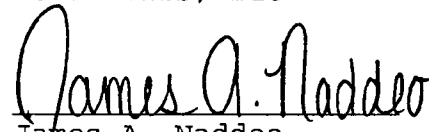
26. Defendant contests and continues to contest the amount claimed by Plaintiff to be due to Plaintiff for the May 31, 2008 invoice.

Wherefore, Defendant respectfully requests that Plaintiff's claim be dismissed.

Respectfully submitted,

NADDEO & LEWIS, LLC

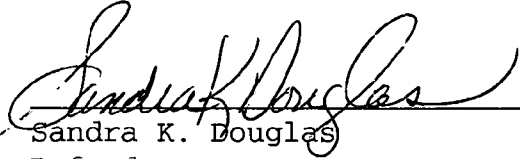
By:


James A. Naddeo
Attorney for Defendant

V E R I F I C A T I O N

I, Sandra K. Douglas, manager of Clearfield-Curwensville Country Club, Defendant verify that the statements made in the foregoing Answer and New Matter are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By:


Sandra K. Douglas
Defendant

Dated:

9-24-2008

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

*
*
*
*
*
*
*

No. 08-1562-CD

CERTIFICATE OF SERVICE

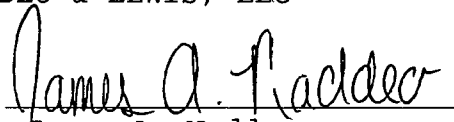
I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Answer and New Matter was served on the
following and in the following manner on the 1st day of October,
2008:

First-Class Mail, Postage Prepaid .

R.A. Walker and Company
120 East Market Street, Suite 3
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

J. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

EXHIBIT D 1

Invoice Number:
5001

Invoice Date:
1/1/8

Page:
1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:
Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Dec 07
work

Customer ID: CCCC7887

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% DISC PD BY 15	Bob Walker	1/31/8

Description	Amount
Club Cleaning as per Proposal	1,578.96
Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay: \$1,338.96	
If paid after 15th day but before the last day of the billing month Save 15% or \$251.05 off Total Invoice. Pay: \$1,422.65	
If paid after the last day of the billing month NO DISCOUNT APPLIES.	
** NOTE: Must be postmarked by due date to receive discounts.	
*** Please include the white Copy with Payment so that proper credit to your account may be given	

Check No:

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Please Pay in 30 days to Avoid Finance Charges

EXHIBIT D 1

INVOICE

Invoice Number:
120107Invoice Date:
1/1/8Page:
1

R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

Voice: 814-768-7883
Fax: 814-768-2887

2
Duplicate

Sold To:

Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 30 Days	Bob Walker	1/31/8

Description	Amount
2½ Extra Hours for Clearfield Hospital Charity Ball	62.50
** Please include the White Copy with payment so that proper credit to your account may be given.	

	Subtotal	62.50
	Sales Tax	3.75
	Total Invoice Amount	66.25
Check No:	Payment Received	0.00
	TOTAL	66.25

Please Pay in 30 days to Avoid Finance Charges

CLEARFIELD-CURWENSVILLE

EXHIBIT D 1

COUNTY NATIONAL BANK
CLEARFIELD, PA 16830
630-62773

COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

1/14/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$ 1,405.21

One Thousand Four Hundred Five and 21/100

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

[Signature]
AUTHORIZED SIGNATURE

MEMO

⑈008601⑈ ⑈014106278⑈ ⑈0147350⑈⑈1⑈

8603

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

R.A. Walker and Company

1/14/2008

Date	Type	Reference
1/1/2008	Bill	INV# 120107
1/1/2008	Bill	INV# 5001

Original Amt.
66.25
1,338.96

Balance Due	Discount
66.25	
1,338.96	
	Check Amount

Payment
66.25
1,338.96
1,405.21

General Account CNB

1,405.21

EXHIBIT D 2

Walker and Company
 20 East Market Street
 Suite #3
 Clearfield, PA 16830
 USA

Phone: 814-768-7883
 Fax: 814-768-2887

Invoice Number:
 843-013108

Invoice Date:
 1/31/8

Page:
 1

Duplicate

Sold To:

Clfd-Curwensville Country Club
 Clearfield-Curwensville Hwy
 Clearfield, PA 16830
 USA

Customer ID: 0000

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% 15, Net 30 Days	Bob Walker	3/1/8

Description	Amount
Club Cleaning as per Proposal	1,578.96
<p>Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay \$ 1,338.96</p> <p>If paid after 15th day but before the last day of the billing month save 15% or \$251.05 off Total Invoice. Pay \$1,422.65</p> <p>If paid after the last day of the billing month NO DISCOUNT APPLIES.</p> <p>** Must be postmarked by due date to receive discount.</p> <p>*** Please include the white copy with payment so that proper credit to your account may be given.</p>	

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Check No:

Please Pay in 30 days to Avoid Finance Charges

EXHIBIT D 2

8688

CLEARFIELD-CURWEN
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD PA 16830

COUNTY NATIONAL BANK
CLEARFIELD PA 16830
60-6277313

2/14/2008

Y TO THE R.A. Walker and Company
ORDER OF

\$1,338.96

One Thousand Three Hundred Thirty Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield PA 16830

PRES. SEC. TREAS.

EMO

INV# 843-013108

AUTHORIZED SIGNATURE

⑈000000000⑈ ⑈031306278⑈ ⑈1113350⑈ ⑈3⑈

8688

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

R.A. Walker and Company

2/14/2008

Date	Type	Reference
1/31/2008	Bill	INV# 843-013108

Original Amt.
1,338.96

Balance Due
1,338.96

Discount

Payment

1,338.96

Check Amount

1,338.96

General Account CNB INV# 843-013108

1,338.96

EXHIBIT D 3

INVOICE

A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

Invoice Number:
843-022908

Invoice Date:
2/29/8

Page:

1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:
Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% 15, Net 30 Days	Bob Walker	3/30/8
Description			Amount
Club Cleaning as per Proposal			1,578.96
Please pay this invoice by <u>15th day</u> of the billing month and save 20% or \$334.74 off Total Invoice. Pay \$ 1,338.96			
If paid after 15th day but before the last day of the billing month save 15% or \$251.05 off Total Invoice. Pay \$1,422.65			
If paid after the last day of the billing month NO DISCOUNT APPLIES.			
** Must be postmarked by due date to receive discount.			
*** Please include the white copy with payment so that proper credit to your account may be given.			

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Check No:

Please Pay in 30 days to Avoid Finance Charges

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D-3

COUNTY/NATION/ANK
CLEARFIELD, PA 16830
60-6271313

8739

3/4/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$ 1,338.96

One Thousand Three Hundred Thirty Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

MEMO INV# 843-013108


AUTHORIZED SIGNATURE

⑈008139⑈ ⑈031306228⑈ ⑈000000⑈

CLEARFIELD-CURWENSVILLE COUNTRY CLUB
R.A. Walker and Company

3/4/2008

Date	Type	Reference
2/29/2008	Bill	

Original Amt.
1,338.96

Balance Due
1,338.96

Discount
Check Amount

Payment
1,338.96
1,338.96

8739

General Account CNB INV# 843-013108

1,338.96

R. A. Walker and Company
Commercial and Residential Cleaning
120 East Market Street ~ Suite #3
Clearfield, PA 16830-0120
(814) 768-7883

DATE	INVOICE #
3/31/2008	33108

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

DUE DATE	Payment Terms
4/15/2008	30 day Net

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96

Discount rate only applies if this invoice is paid by the due date pay:
\$1,338.96

* Note: Must be post marked by due date to receive discount.

When paying this invoice please remit White copy.

Subtotal	1,578.96
----------	----------

6% Service Tax	94.74
----------------	-------

Total	1,673.70
-------	----------

R. A. Walker and Company
Commercial and Residential Cleaning
 120 East Market Street ~ Suite #3
 Clearfield, PA 16830-0120
 (814) 768-7883

DATE	INVOICE.#
3/31/2008	33108~2

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

DUE DATE	Payment Terms
4/15/2008	30 Days Net

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Extras	Replacement of 1 dining room mop head used by club staff in kitchen to clean up greasy floors.	1	16.00	16.00

We appreciate your prompt payment.

Subtotal	16.00
----------	-------

6% Service Tax	0.96
----------------	------

Total	16.96
--------------	-------

8839

CNB BANK
CLEARFIELD, PA
80-627/313-1

4/11/2008

\$ 1,355.92

DOLLARS 17

~~PRESEC TREAS~~

AUTHORIZED SIGNATURE

1002839 2011306278 1.661,7350 3

8839

4/11/2008

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/31/2008	Bill	INV# 033108	1,338.96	1,338.96		1,338.96
3/31/2008	Bill	INV# 33108-2	16.96	16.96		16.96
				Check Amount		1,355.92

1,355:92

EXHIBIT D 5


R. A. Walker and Company
 Commercial and Residential Cleaning
 120 East Market Street ~ Suite #3
 Clearfield, PA 16830-0120
 (814) 768-7883

Invoice

DATE	INVOICE:#
4/30/2003	043008

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

DUE DATE	Payment Terms
5/30/2008	30 Days Net

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96T
				

Discount rate only applies if this invoice is paid by the due date pay:
 \$1,338.96

* Note: Must be post marked by due date to receive discount.

When paying this invoice please remit White copy.

Subtotal	1,578.96
6% Service Tax	94.74
Total	1,673.70

8895

MCNCB BANK
CLEARFIELD, PA
60-627/313-1

5/8/2008

\$ 1,338.96

One Thousand Three Hundred Thirty-Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield PA 16830

REFS SEC: TREAS

EMO INV# 043008

AUTHORIZED SIGNATURE

1800887510 03.1306.2780 42350.31

8995

CLEARFIELD-CURWENSVILLE COUNTRY CLUB
R.A. Walker and Company

5/8/2003

Date	Type	Reference
4/30/2008	Bill	INV# 043008

Original Amt:
1,338.96

Balance Due
1,338.96

Discount

Check Amount.

Payment	
1,338.96	
1,338.96	

General Account CNB INV# 043008

1,338.96

EXHIBIT E 1

R. A. Walker and Company
 Commercial and Residential Cleaning
 120 East Market Street ~ Suite #3
 Clearfield, PA 16830-0120
 (814) 768-7883

Invoice

DATE	INVOICE#
5/31/2008	053108

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830

		DUE DATE	Payment Terms	
		6/16/2008	Net 30 Days	
TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96T
Extras	June 1 - 16 for ½ month to end 30 day notice	1	789.48	789.48T
Extras	extra 5% Discount rate given not entitled to	1	418.45	418.45T
	PLEASE PAY IN 30 DAYS TO AVOID FINANCE CHARGES OF 1.52%			0.00
	Discount rate Applies if paid by due date pay \$ 2,510.55 must be post marked by Due date.			0.00
FINAL BILLING PLEASE PAY PROMPTLY !		Subtotal	2,786.89	
When paying this invoice please remit White copy.		6% Service Tax	167.21	
		Total	2,954.10	

EXHIBIT E 2



RECEIVED
JUN 19 2008
FBI
JUN 19 2008 PM 2 1

JUN 19 2008 PM 2 1

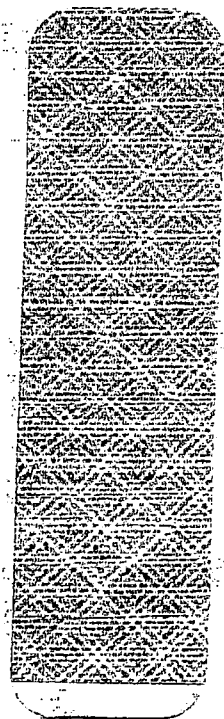
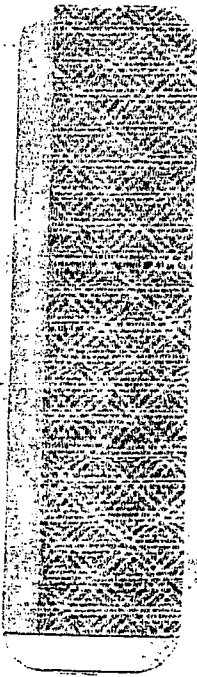


EXHIBIT B 1 & B 2

R. A. WALKER AND COMPANY

Commercial Cleaning Proposal

120 East Market Street ~ Suite # 3
 Clearfield, PA 16830-0120
 Office: (814) 766-7863 ~ Fax: (814) 766-2887

Clearfield Curwensville Country Club

Clearfield Curwensville Highway

Clearfield, PA 16830

FOR	
Club House Cleaning	
LOCATION	
Clearfield Curwensville Highway	
Clearfield, PA 16830	
CONTACT	PHONE
Judy Dugan	814-765-2265

SERVICE REQUIRED		FREQUENCY				SERVICE REQUIRED		FREQUENCY			
AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER	AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
RESTROOMS											
TOILETS * SINKS * URINALS	CLEAN * SANITIZE * POLISH	X				ENTRANCE GLASS DOORS	CLEAN	X			
TRASH CONTAINERS	EMPTY / LINE * CLEAN / SANI.	X				INTERIOR GLASS WINDOWS ONLY	CLEAN			X	
SOAP, TOWEL, TISSUE DISPENSER	FILL * CLEAN * SANITIZE	X				LEDGES * WINDOW SILLS	DUST		X		
GLASS * MIRRORS * CHROME	CLEAN & POLISH	X				DOORS * FRAMES * WALLS	SPOT CLEAN			X	
FLOORS	SWEEP * D-MOP * SANITIZE	X				BASEBOARDS	DUST		X		
PARTITIONS * DOORS	DUST * D-MOP * SPOT CLEAN	X									
WALLS BY SINK / URINALS	DAMP WIPE	X									
FLOOR DRAINS	CLEAN	X				MISCELLANEOUS EXTRA FEES MAY APPLY					
SHOWER AREAS MENS & WOMENS	CLEAN * SANITIZE	X				ALL WASTE CANS	EMPTY	X			
						ASH TRAYS * URNS BAR AREA	EMPTY * DAMP WIPE	X			
						VENDING MACHINES	DAMP WIPE	na			
FLOORS						LIGHTS	REPLACE * DUST	na			
KITCHEN	DAMP MOP * VACUUM RUGS	X				CLOCKS * PICTURES FRAMES * TV	DUST * DAMP WIPE			X	
DINNING ROOMS	VACUUM	X				VENTS * LOUVERS * FANS * BLINDS	CLEAN * VACUUM	na			
FORMAL DINNING AREA	DAMP MOP	X				FURNITURE * DRAPES	VACUUM * DUST	na			
LOCKER ROOM AREAS	VACUUM	X				MATS	VACUUM * PICK-UP * TURN		X		
BACK BAR AREA & MATS	SWEEP * DAMP MOP	X				DRINKING FOUNTAIN	CLEAN * POLISH * SANITIZE	na			
BAR DINNING AREA	VACUUM	X				KICKPLATES * THRESHOLDS	CLEAN * POLISH	na			
BILLARD ROOM	VACUUM * SWEEP	X				LIGHT SWITCHES & PLATES	CLEAN * POLISH	na			
OTHER: OUTSIDE PATIO	SWEEP	X			AN	DOOR HANDLES * KNOBS	CLEAN * POLISH	na			
EXTERIOR						DESKS * TABLES * PHONES	DUST * DAMP MOP * SANI	na			
MAIN & POOL SIDE ENTRANCE	SWEEP * DAMP MOP	X				JANITOR'S STORAGE AREA	CLEAN * ORGANIZE * STOCK	na			
PAPER * DEBRIS	PICK UP	na									
SIDEWALKS	SWEEP	na									
PARKING LOT	SWEEP	na									

SPECIAL INSTRUCTIONS / NOTES: Clean hardwood floors with vinegar as per request by Judy Dugan. AN - As Needed. Contract is for 4 days per week. Sun in Jan, Feb, March and 6 days per week in April thru Dec. 2 1/2 hours per day. Any additional days / hours on the job needed will be billed at \$25.00 per hour. We will schedule the cleaning after 11:30 pm to 5:00 pm on evenings. This Contract Reflects a 20% Discount and is based on invoice items.

Terms and Conditions

1. All Chemical Cleaning Supplies to perform job will be supplied by:

R. A. WALKER AND COMPANY.

2. In the event that this Agreement proves unsatisfactory, it may be terminated by a 30-day written notice by either party.

3. Total costs of the services will be \$ 1263.17 per month plus taxes.

4. Date services begin December 01, 2007

5. This offer or agreement expires on: May 31, 2008

Quoted by: Robert A. Smith-Walker

Date: 12/01/07

Acceptance of Proposal

Authorized Signature

Judy Dugan

Date

12-04-07

EXHIBIT C

R. A. WALKER AND COMPANY COMMERCIAL & RESIDENTIAL CLEANING

120 East Market Street ~ Suite # 3
Clearfield, PA 16830-0120
Phone (814) 768-7883
www.RAWalkerandCo.com

TERMS AND CONDITIONS

- 1.) Accual Bid of \$ 1,578.96+ tax - 20% Discount if the contract is signed by no later then December 3, 2007. Making total amount due each month \$ 1,338.96
- 2.) Accual Bid of \$ 1,578.96+ tax - 15% Discount if the contract is signed at any time after December 3, 2007 but before December 17, 2007. Total due each month \$ 1,422.65.
- 3.) Accual Bid of \$ 1, 578.96+ tax No Discount applies after December 17, 2007
- 4.) The discounted rates are available if a (6) six month term is signed with the express understanding that if the contract is breached prior to the completion of the term. The discount is then voided and null and the discount savings becomes payable in full upon final billing.
- 5.) At the end of the 6 month contract we will be working on a month to month term known as a EXTENDED CONTRACT for the remaining of the 2008 calendar year. At the accual bid rate as stated above unless a (30) thirty day written notice (Not A Verbal Notice) is given to terminate our contract.

We will bill at the current rate for the remaining balance of the (30) Thirtyday notice.

- 6.) Cleaning will be performed 4 days per week Thursday thru Saturday evenings after 11:30pm and Sunday evening after 9pm in the months of January thru March
- 7.) Cleaning will be performed 6 days per week Tuesday thru Saturday evenings after 11:30pm and Sunday evenings after 9pm in the months of April thru December
- 8.) We will work within a 24 hour per day using (2) Two persons to complete the work required each additional day, person or hours will be billed at \$25.00 per hour

9.) All cleaning chemicals will be provided by R. A. Walker and Company, except the cleaning chemicals used on the large carpeting in Lady Dugan which will be made available by the club manager. as well as all paper products (paper towels, toilet paper, paper bags) and any special foam or powder floor cleaners for the kitchen floor.

10.) Kitchen area will be swept at closing by kitchen staff, we will vacuum & mop as stated.

FILED
OCT 1 2008
William A. Shaw
Prothonotary/Clerk of Courts

REPLY TO NEW MATTER

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

R. A. WALKER & COMPANY

Plaintiff / Appellant

vs.

CLFD-C-VILLE COUNTRY CLUB

Defendant / Appellant

District Justice Appeal

CASE NO. 2008-1562-C.D.

Type of Pleading:

REPLY TO THE NEW MATTER

Filed on behalf of

PLAINTIFF

Plaintiff's Address:

120 East Market Street

Clearfield, PA 16830

(814) 768-7883

FILED

OCT 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

R. A. WALKER & COMPANY

Plaintiff / Appellant

vs.

CLFD-C-VILLE COUNTRY CLUB

Defendant / Appellant

:
:
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:
:
:
:

District Justice Appeal

CASE NO. 2008-1562-C.D.

REPLY TO NEW MATTER

NOW COMES the Plaintiff, R. A. Walker and Company, set forth the following answers to New Matter:

ANSWER

15. Admitted to entering into a contract with Defendant. Denied it was on December 4th. We worked the contract on December 1st the day of the Hospital Benefit as stated in the original Complaints. Sworn statements from workers enclosed to this fact. *Exhibit I*

16. Admitted paragraph 5 does state that " This offer or Agreement Expires on : May 31, 2008" but the remainder of the contract spells out the rest of the terms that were agreed to prior to the contract being signed Exhibit C section #5 as attached to the original plaintiffs complaint, which states very clearly : At the end of the 6 month contract we will be working on a month to month term known as a EXTENDED CONTRACT for the remaining of the 2008 calendar year. At the actual bid rate as state above unless a (30) thirty day written notice (Not a Verbal Notice) is given to terminate our contract.

17. Admitted to providing cleaning services from December 01, 2007 until May 31, 2008 at which time they sent us a letter terminating us on this date. Exhibit H

18. Admitted timely payments were made as stated until the May 31, 2008 invoice at which time that payment was not paid until June 19th after the Due date of June 16th see Exhibit E2 of original complaint therefore voiding the discount rate making \$1,673.70 due not \$1,338.96 as paid

19. Admitted - Therefore Defendant was aware that there was in fact a Finance Charge being imposed current rate was verbal until the final billing.

20. Final Billing did in fact disclose the finance charge as being 1.52% as is stated on the final billing. See Exhibit E 1

21. Neither Admitted or Denied as for the Evidence speaks for its self - Invoice were paid in full within 30 days except for the last invoice on May 31, 2008 which was partially paid late on June 19, 2008 exhibit E2. Hence forth entering the finance charge of 1.52% as set forth on the invoice

22. Admitted - All invoice provided and incorrect 20% discount from December until April at which time in May the final billing we changed to the correct discount rate as provided in the contract terms of 15% because the original contract was not dated before the discount cut off day of December 03, 2007 which only intitled the Defendant to 15% discount. as shown on exhibit C # 1 - # 3 of the contract. Making the due amount be \$1,422.65

23. Admitted

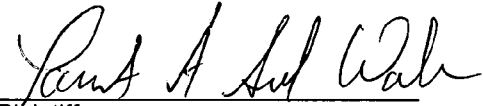
24. Neither Admitted or Denied as for the Contract speaks for its self. As it stands on the original complaint on exhibit C section 5 which intitles the Plaintiff with the right to bill at the current rate for the remaining balance of the (30) Thirtyday notice. The plaintiff herein used that right to bill in accordance with the term of the SIGNED CONTRACT. for the remaining 30 day notice which was given on May 16, 2008 as stated in the original signed Complaint.

25. Admitted - notice was given to end contract on May 31, 2008 as provided in Exhibit H of the original Complaint.

26. Denied

Again the Terms of the contract are clearly outlined and if there was a discrepancy in the contract it should have been discussed prior to the contract being signed not after the FACT.


Wherefore, Plaintiff demands judgement against the Defendant in the amount of the Original Judgement of \$1,728.31 + interest, Court Cost and such other reasonable cost as the court may allow for the filing of this Complaint.


Plaintiff

NEW MATTER - VERIFICATION

VERIFICATION

I verify that the statement made in the forgoing Answers are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.



Plaintiff / Owner

COMPLAINT

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

R. A. WALKER & COMPANY
Plaintiff / Appellant

vs.

CLFD-C-VILLE COUNTRY CLUB
Defendant / Appellant

:
:
:
:
:
:
:
:

District Justice Appeal
CASE NO. 2008-1562-C.D.

Type of Pleading:
COMPLAINT

COMPLAINT

NOW, comes the Plaintiff, R. A. Walker and Company who hereby avers as follows:

1. R. A. Walker and Company a business whose address is 120 East Market Street, Clearfield, PA 16830.

2. Defendant is Clearfield- Curwensville Country Club, a Business whose address is P.O. Box 843, Clearfield, PA 16830.

EXHIBIT A

3. Plaintiff negotiated with defendants representative Judith Dugan, House Committee member for several weeks prior to the letter dating Nov. 17, 2007 which outlined our discounts offered and due dates to receive the discounts.

4. On November 30, 2007 the plaintiff was notified by Ann Dotsey also a Defendants house committee member that we had the contract and was to start Dec. 01, 2007.

EXHIBIT B 1

5. The Plaintiff had a contract drawn up and signed on the 1st of Dec. 2007 by the Owner of R.A. Walker and Company and waited to have a house committee member sign. The Plaintiff's employees worked Dec. 01 thru 03 without a signed contract.

EXHIBIT B 2

EXHIBIT C

SECTION 1-3

6. On Dec. 04, 2007 Mrs. Dugan Representative for the Defendant signed the contract after the due date for the 20% discount thus, making the club eligible to receive only a 15% discount not 20%. This was realized in the April Billing and was corrected on the May billing. Asking for \$ 443.56

EXHIBIT C

7. A copy of the contract as well as the Terms and Conditions was given at that time Stating the discount rate. As well as the right to terminate and the penalties if terminated early.

EXHIBIT C

SECTION 5

8. It states that a 30 day written notice must be given not a verbal one I received my written notice on the 16th of May 2008. I then billed until June 16, 2008 as stated very clearly in the contract that I have the right to do. SECTION 5 of the terms. From June 1-16 totals \$ 836.85

EXHIBIT D 1-5

9. Discount was only given if terms of the invoice was met which required payment to be postmarked or hand delivered no later then the 15th of the month in which it was until Mays bill.

EXHIBIT E 1-2 10. At which time in May we extended the term date by 1 day June 16th for the discount rate, but the invoice wasn't post marked until the 19th of June, 3 days after the due date thus making the discount voided and full payment of \$1,673.70 due not \$1,338.96 Difference of \$334.74

EXHIBIT E 1 10. Also stated on the invoice there would be a late charge of 1.52% due on the out-standing balance. This amount at the time of the hearing was \$24.53

EXHIBIT F 11. On May 14th, the Plaintiff composed a letter to the (9) board members of the Defendants Board of Directors. This letter respectfully requested that the defendant give proper notice if they intended to terminate the contract. Then after speaking to a Ex-house committee member the plaintiff was told to mail or deliever the letters to either Garnet Kocher or Kevin Beardsley. This would stop the letters from going among the missing before the members got them.

EXHIBIT G 12. On May 20th, the plaintiff composed a letter to Garnet Kocher asking her to please deliver the letters to the board members at that nights meeting.

EXHIBIT H 13. A letter was composed on May 16, 2008 and post marked May 22, 2008. Signed by Sandra Douglas and Garnet Kocher stating that as to a phone conversation with sandy on April 1, 2008 we would be done when the contract expired. This information was never discussed at the time of that conversation Ms. Douglas only ask when our contract was up and I told her May, 31, 2008 was the end of the discount contract and it extended thru the end of the 2008 year unless 30 day written notice was given.

EXHIBIT C 14. The terms of the contract are clearly outlined and if there was a discrepency in the contract it should have been discussed prior to the contract being signed not after the fact.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of the Original Judgement of \$1,728.31 + interest, Court Cost and such other reasonable cost as the court may allow for the filing of this complaint.

Plaintiff

Exhibit I

I Vincent S. White swear to the fact that I was present at the Clearfield - Curwensville Country Club, on December 01, 2007 to help "R. A. Walker and Company, Commercial and Residential Cleaning" with the cleaning of the Club after the "Clearfield Hospital Charity Ball" and that I was made aware by Mr. Walker the Owner that we were working without a contract until a House Committee Member or Board Member signed the contract that evening. I was present when it was discussed with the bartender Sandy Douglas, that there was no Board or House Committee Member in charge to sign the contract that night. We did in fact clean the club without a contract being signed that evening. As well as Saturday December 02, 2007 and Sunday December 03, 2007.

Personally appeared
Vincent S. White
Sworn and subscribed before me this
14th day of October 2008
Betty L. Lunsberry
Chief Deputy
RECORDER OF DEEDS.

Vincent S. White
Vincent S. White

MY COMMISSION EXPIRES -
FIRST MONDAY IN JANUARY 2012

Chief Deputy
Betty L. Lunsberry

Exhibit I

I Keith Rougeux swear to the fact that I was present at the Clearfield - Curwensville Country Club, on December 01, 2007 to help " **R. A. Walker and Company, Commercial and Residential Cleaning** " with the cleaning of the Club after the " **Clearfield Hospital Charity Ball** " and that I was made aware by Mr. Walker the Owner that we were working without a contract until a House Committee Member or Board Member signed the contract that evening. I was present when it was discussed with the bartender Sandy Douglas, that there was no Board or House Committee Member in charge to sign the contract that night. We did in fact clean the club without a contract being signed that evening.

Keith D. Rougeux
Keith D. Rougeux

I hereby certify this to be a true and
attested copy of the original document
filed in this office.

OCT 13 2008

Attest: Margaret E. Inlow
Reg. of Wills Rec. of Deeds & Clk. of Orphans' Court

Personally appeared

Keith D. Rougeux
Sworn and subscribed before me this

13th day of October 20 08

Betty L. Lander

Chief Deputy

RECORDER OF DEEDS

MY COMMISSION EXPIRES
FIRST MONDAY IN JANUARY 2012

Betty L. Lander
Chief Deputy
Recorder of Deeds

EXHIBIT A



R. A. WALKER AND COMPANY COMMERCIAL & RESIDENTIAL CLEANING

120 East Market Street ~ Suite # 3
Clearfield, PA 16830-0120
Phone (814) 768-7883
www.RAWalkerandCo.com

November 17, 2007

Dear Judy Dugan:

As you can see by the enclosed break down of the Bid Sheet my original bid of \$1,028.20. Was 30% less then the accutal charge that should have been bidded, as was the 2nd Bid placed in the amount of \$1,072.50.

Upon refiguring I am unable to meet your terms as requested at the rate of \$1,050.00 per month. Unless I reduce the number of days of service to 4 per week 2½ hours per day using two (2) persons per day for the entire 12 month period. I have payroll and material cost to consider along with insurance and the rising cost of doing business. This service must also be done in the evenings do in part to other contract obligations at this time and pending in the next few weeks.

Regrettably my origianl bid and 2nd bid have been revised to show this effect. The accual Bid should have been \$1,578.96 per Month for 2 persons and material 2½ hours per day with your request of 4 days per week in Jan-March and 6 days per week in April - Dec. I am able to offer a discount if a 6 month term is signed with the understanding that if the contract is breached prior to the completion of the term the discount is voided and null and becomes payable upon the end of our 30 day notice. At the end of the 6 month term we will be working on a month to month basis for the remaining of the year.

I can offer a 20% discount off the accual bid of \$1,578.96 if the contract is signed by December 3, 2007 leaving the total amount due as \$1,263.17 per month or 15% discount if the contract is signed after December 3, 2007 but before December 17, 2007 leaving a total amount due of \$ 1,342.12 per month.

Please contact me and advise as to the boards decision as to where they stand on this matter. As stated in our conversation you said "I guess we get *what we pay for* " and this is entirely True one does get what one pays for.

Cordially,

Robert A. Walker / Owner

Robert A. Walker / Owner

EXHIBIT B 1 & B 2

R. A. WALKER AND COMPANY

Commercial Cleaning Proposal

120 East Market Street ~ Suite # 3
Clearfield, PA 16830-0120
Office: (814) 768-7883 ~ Fax: (814) 768-2887

Clearfield Curwensville Country Club

Clearfield Curwensville Highway

Clearfield, PA 16830

FOR: Club House Cleaning	
LOCATION: Clearfield Curwensville Highway	
Clearfield, PA 16830	
CONTACT: Judy Dugan	PHONE: 814-765-2265

SERVICE REQUIRED		FREQUENCY				SERVICE REQUIRED		FREQUENCY			
AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER	AREA / ITEM	WORK DESCRIPTION	DAILY	WEEKLY	MONTHLY	OTHER
RESTROOMS:						DOORS * WALLS * PARTITIONS					
TOILETS * SINKS * URINALS	CLEAN * SANITIZE * POLISH	X				ENTRANCE GLASS DOORS	CLEAN	X			
TRASH CONTAINERS	EMPTY / LINE * CLEAN / SANI.	X				INTERIOR GLASS WINDOWS ONLY	CLEAN			X	
SOAP, TOWEL, TISSUE DISPENSER	FILL * CLEAN * SANITIZE	X				LEDGES * WINDOW SILLS	DUST		X		
GLASS * MIRRORS * CHROME	CLEAN & POLISH	X				DOORS * FRAMES * WALLS	SPOT CLEAN			X	
FLOORS	SWEEP * D-MOP * SANITIZE	X				BASEBOARDS	DUST		X		
PARTITIONS * DOORS	DUST * D-MOP * SPOT CLEAN	X									
WALLS BY SINK / URINALS	DAMP WIPE	X									
FLOOR DRAINS	CLEAN	X									
SHOWER AREAS MENS & WOMENS	CLEAN * SANITIZE	X				MISCELLANEOUS EXTRA FEES MAY APPLY					
						ALL WASTE CANS	EMPTY	X			
						ASH TRAYS * URNS BAR AREA	EMPTY * DAMP WIPE	X			
						VENDING MACHINES	DAMP WIPE	na			
FLOORS:						LIGHTS	REPLACE * DUST	na			
KITCHEN	DAMP MOP * VACUUM RUGS	X				CLOCKS * PICTURES * FRAMES * TV	DUST * DAMP WIPE			X	
DINNING ROOMS	VACUUM	X				VENTS * LOUVERS * FANS * BLINDS	CLEAN * VACUUM	na			
FORMAL DINNING AREA	DAMP MOP	X				FURNITURE * DRAPES	VACUUM * DUST	na			
LOCKER ROOM AREAS	VACUUM	X				MATS	VACUUM * PICK-UP * TURN		X		
BACK BAR AREA & MATS	SWEEP * DAMP MOP	X				DRINKING FOUNTAIN	CLEAN * POLISH * SANITIZE	na			
BAR DINNING AREA	VACUUM	X				KICKPLATES * THRESHOLDS	CLEAN * POLISH	na			
BILLARD ROOM	VACUUM * SWEEP	X				LIGHT SWITCHES & PLATES	CLEAN * POLISH	na			
OTHER: OUTSIDE PATIO	SWEEP	X			AN	DOOR HANDLES * KNOBS	CLEAN * POLISH	na			
EXTERIOR:						DESKS * TABLES * PHONES	DUST * DAMP MOP * SANI	na			
MAIN & POOL SIDE ENTRANCE	SWEEP * DAMP MOP	X				JANITOR'S STORAGE AREA	CLEAN * ORGANIZE * STOCK	na			
PAPER * DEBRIS	PICK UP	na									
SIDEWALKS	SWEEP	na									
PARKING LOT	SWEEP	na									

SPECIAL INSTRUCTIONS / NOTES: Clean Hardwood Floors with vinegar as per request by Judy Dugan. AN = As Needed. Contract is for 4 days.
Thur-Sun in Jan, Feb, March and 6 days Tue-Sun in April thru Dec. 2 1/2 hours per day. Any additional Days / Hours or Help if needed will be billed at \$25.00 per hour. We will schedule the Cleaning after 11:30 pm most evenings. This Contract Reflects a 20% Discount and is based on Invoice Terms.

Terms and Conditions

1. All Chemical Cleaning Supplies to perform job will be supplied by:

R. A. WALKER AND COMPANY

2. In the event that this Agreement proves unsatisfactory, it may be terminated by a 30-day written notice by either party.

3. Total costs of the services will be \$ **1263.17** per month plus taxes.

4. Date services begin **December 01, 2007**

5. This offer or agreement expires on: **May 31, 2008**

Quoted by: **Robert A. Smith-Walker**

Date: **12/01/07**

Acceptance of Proposal

Authorized Signature

Judy Dugan

Date

12-04-07

EXHIBIT C

R. A. WALKER AND COMPANY COMMERCIAL & RESIDENTIAL CLEANING

120 East Market Street ~ Suite # 3
Clearfield, PA 16830-0120
Phone (814) 768-7883
www.RAWalkerandCo.com

TERMS AND CONDITIONS

- 1.) Accual Bid of \$ 1,578.96+ tax - 20% Discount if the contract is signed by no later then December 3, 2007. Making total amount due each month \$ 1,338.96
- 2.) Accual Bid of \$ 1,578.96+ tax - 15% Discount if the contract is signed at any time after December 3, 2007 but before Decemeber 17, 2007. Total due each month \$ 1,422.65.
- 3.) Accual Bid of \$ 1, 578.96+ tax No Discount applies after December 17, 2007
- 4.) The discounted rates are available if a (6) six month term is signed with the express understanding that if the contract is breached prior to the completion of the term. The discount is then voided and null and the discount savings becomes payable in full upon final billing.
- 5.) At the end of the 6 month contract we will be working on a month to month term known as a EXTENDED CONTRACT for the remaining of the 2008 calendar year. At the accual bid rate as stated above unless a (30) thirty day written notice (Not A Verbal Notice) is given to terminate our contract.

We will bill at the current rate for the remaining balance of the (30) Thirtyday notice.

- 6.) Cleaning will be performed 4 days per week Thursday thru Saturday evenings after 11:30pm and Sunday evening after 9pm in the months of January thru March.
- 7.) Cleaning will be performed 6 days per week Tuesday thru Saturday evenings after 11:30pm and Sundays evenings after 9pm in the months of April thru December.
- 8.) We will work within a 2½ hour per day using (2) Two persons to complete the work required each additional day, person or hours will be billed at \$25.00 per hour.
- 9.) All Cleaning chemicals will be provided by R.A. Walker and Company, except the request of vinegar to be used on the hardwood floors by Judy Dugan which will be made available by the club manager, as well as all paper products (paper towels, toilet paper and trash bags) and any special foams or powder floor cleaners for the kitchen floor.

Kitchen area will be swept at closing by kitchen staff, we will vacuum & mop as stated.

R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

EXHIBIT D 1

Invoice Number:
5001

Invoice Date:
1/1/8

Page:
1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:

Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC7887

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% DISC PD BY 15	Bob Walker	1/31/8

Description	Amount
Club Cleaning as per Proposal	1,578.96
Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay: \$1,338.96	
If paid after 15th day but before the last day of the billing month Save 15% or \$251.05 off Total Invoice. Pay: \$1,422.65	
If paid after the last day of the billing month NO DISCOUNT APPLIES.	
** NOTE: Must be postmarked by due date to receive discounts.	
*** Please include the white Copy with Payment so that proper credit to your account may be given	

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Check No:

Please Pay in 30 days to Avoid Finance Charges

EXHIBIT D 1**INVOICE**


R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

Invoice Number:
120107

Invoice Date:
1/1/8

Page:
1

Voice: 814-768-7883
Fax: 814-768-2887

 Duplicate

Sold To:

Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 30 Days	Bob Walker	1/31/8

Description	Amount
2 1/2 Extra Hours for Clearfield Hospital Charity Ball	62.50
** Please include the White Copy with payment so that proper credit to your account may be given.	

Subtotal	62.50
Sales Tax	3.75
Total Invoice Amount	66.25
Payment Received	0.00
TOTAL	66.25

Check No:

Please Pay in 30 days to Avoid Finance Charges

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D 1

COUNTY NATIONAL BANK
CLEARFIELD, PA 16830
60-627/313 1

1/14/2008

PAY TO THE ORDER OF R.A. Walker and Company

***1,405.21

One Thousand Four Hundred Five and 21/100*****

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

MEMO

⑈008603⑈ ⑆031306278⑆ 1 001 7350 ⑈3⑈

8603

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

1/14/2008

R.A. Walker and Company
Date Type Reference
1/1/2008 Bill INV# 120107
1/1/2008 Bill INV# 5001

Original Amt.
66.25
1,338.96

Balance Due Discount
66.25
1,338.96
Check Amount

Payment
66.25
1,338.96
1,405.21

General Account CNB

1,405.21

R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

EXHIBIT D 2

Invoice Number:
843-013108

Invoice Date:
1/31/8

Page:
1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:

Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% 15, Net 30 Days	Bob Walker	3/1/8

Description	Amount
Club Cleaning as per Proposal	1,578.96
Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay \$ 1,338.96	
If paid after 15th day but before the last day of the billing month save 15% or \$251.05 off Total Invoice. Pay \$1,422.65	
If paid after the last day of the billing month NO DISCOUNT APPLIES.	
** Must be postmarked by due date to receive discount.	
*** Please include the white copy with payment so that proper credit to your account may be given.	

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Check No:

Please Pay in 30 days to Avoid Finance Charges

EXHIBIT D 2

8688

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

COUNTY NATIONAL BANK
CLEARFIELD, PA 16830
60-627/313-1

2/14/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$1,338.96

One Thousand Three Hundred Thirty-Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

[Signature]
[Signature]

AUTHORIZED SIGNATURE

MEMO

INV# 843-013108

008688 031306278 100735003

8688

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

R.A. Walker and Company

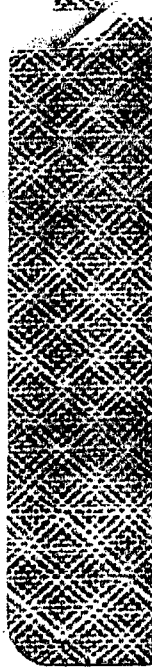
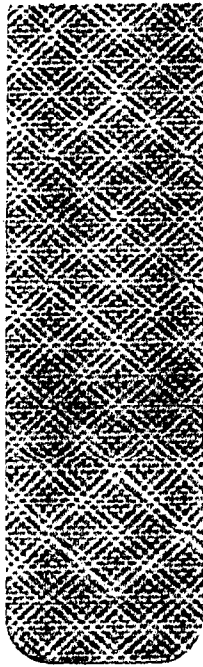
2/14/2008

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/31/2008	Bill	INV# 843-013108	1,338.96	1,338.96		1,338.96
				Check Amount		1,338.96

General Account CNB INV# 843-013108

1,338.96

EXHIBIT D 2



ALTOONA, PA. 155
14 FEB 2005 8:42 T

THESE BOOKS ARE THE PROPERTY OF THE
LIBRARY OF THE ALTOONA-EDINBURGH
PUBLIC LIBRARY
14 FEB 2005 8:42 T

USA 41

R. A. Walker and Company
120 East Market Street
Suite #3
Clearfield, PA 16830
USA

EXHIBIT D 3

Invoice

Invoice Number:
843-022908

Invoice Date:
2/29/8

Page:
1

Voice: 814-768-7883
Fax: 814-768-2887

Duplicate

Sold To:
Clfd-Curwensville Country Club
Clearfield-Curwensville Hwy
Clearfield, PA 16830
USA

Customer ID: CCCC

Customer PO	Payment Terms	Sales Rep ID	Due Date
	20% 15, Net 30 Days	Bob Walker	3/30/8

Description	Amount
Club Cleaning as per Proposal	1,578.96
Please pay this invoice by 15th day of the billing month and save 20% or \$334.74 off Total Invoice. Pay \$ 1,338.96	
If paid after 15th day but before the last day of the billing month save 15% or \$251.05 off Total Invoice. Pay \$1,422.65	
If paid after the last day of the billing month NO DISCOUNT APPLIES.	
** Must be postmarked by due date to receive discount.	
*** Please include the white copy with payment so that proper credit to your account may be given.	

Check No:

Subtotal	1,578.96
Sales Tax	94.74
Total Invoice Amount	1,673.70
Payment Received	0.00
TOTAL	1,673.70

Please Pay in 30 days to Avoid Finance Charges

CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D 3

COUNTY NATIONAL BANK
CLEARFIELD, PA 16830
60-627/313

8739

3/4/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$ 1,338.96

One Thousand Three Hundred Thirty Eight and 96/100

DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

MEMO INV# 843-013108


AUTHORIZED SIGNATURE

0008739 031306278 1047350 3

CLEARFIELD-CURWENSVILLE COUNTRY CLUB
R.A. Walker and Company

3/4/2008

Date Type Reference
2/29/2008 Bill

Original Amt.
1,338.96

Balance Due
1,338.96

Discount
Check Amount

Payment
1,338.96
1,338.96

8739

General Account CNB INV# 843-013108

1,338.96

EXHIBIT D 3



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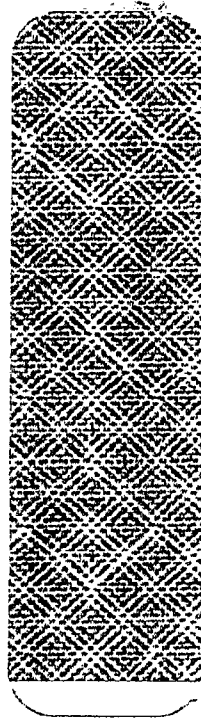
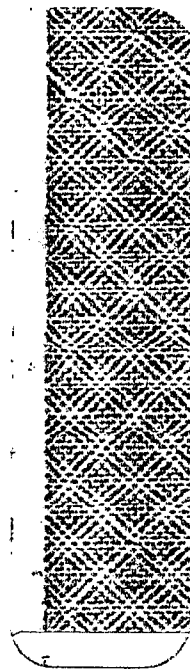


EXHIBIT D 4

R. A. Walker and Company
 Commercial and Residential Cleaning
 120 East Market Street ~ Suite #3
 Clearfield, PA 16830-0120
 (814) 768-7883

Invoice

DATE	INVOICE #
3/31/2008	33108

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

DUE DATE	Payment Terms
4/15/2008	30 day Net

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96
Discount rate only applies if this invoice is paid by the due date pay:		Subtotal		1,578.96
\$1,338.96		6% Service Tax		94.74
* Note: Must be post marked by due date to receive discount.		Total		1,673.70
When paying this invoice please remit White copy.				

EXHIBIT D 4

R. A. Walker and Company
Commercial and Residential Cleaning
120 East Market Street ~ Suite #3
Clearfield, PA 16830-0120
(814) 768-7883

Invoice

DATE	INVOICE #
3/31/2008	33108~2

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

DUE DATE	Payment Terms
4/15/2008	30 Days Net

TYPE	DESCRIPTION/ID	QTY	RATE	AMOUNT
Extras	Replacement of 1 dining room mop head used by club staff in kitchen to clean up greasy floors.	1	16.00	16.00

We appreciate your prompt payment.

Subtotal	16.00
----------	-------

6% Service Tax	0.96
----------------	------

Total	16.96
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CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D 4

CNB BANK
CLEARFIELD, PA 16830
60-527/313 1

8838

4/11/2008


PAY TO THE ORDER OF R.A. Walker and Company

\$ **1,355.92

One Thousand Three Hundred Fifty-Five and 92/100 ***** DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

MEMO

PRES. SEC. TREAS.

AUTHORIZED SIGNATURE

⑈008839⑈ ⑆031306278⑆ 1⑈47350⑈3⑈

CLEARFIELD-CURWENSVILLE COUNTRY CLUB
R.A. Walker and Company

4/11/2008

8838

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/31/2008	Bill	INV# 033108	1,338.96	1,338.96		1,338.96
3/31/2008	Bill	INV# 33108-2	16.96	16.96		16.96
				Check Amount		1,355.92

General Account CNB

1,355.92

100

2

Invoice

DATE	INVOICE #
4/30/2008	043008

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	

DUE DATE	Payment Terms
5/30/2008	30 Days Net

TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96

Discount rate only applies if this invoice is paid by the due date pay:
\$1,338.96

* Note: Must be post marked by due date to receive discount.

When paying this invoice please remit White copy.

Subtotal	1,578.96
6% Service Tax	94.74

Total	1,673.70
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CLEARFIELD-CURWENSVILLE
COUNTRY CLUB
P.O. BOX 843
CLEARFIELD, PA 16830

EXHIBIT D 5

CNB BANK
CLEARFIELD, PA 16830
80-627/313 1

8895

5/8/2008

PAY TO THE ORDER OF R.A. Walker and Company

\$ **1,338.96

One Thousand Three Hundred Thirty-Eight and 96/100***** DOLLARS

R.A. Walker and Company
120 E. Market Street
Suite #3
Clearfield, PA 16830

PRES. SEC. TREAS.

[Signature]
[Signature]
AUTHORIZED SIGNATURE

MEMO

INV# 043008

⑈008895⑈ ⑆031306278⑆ ⑆47350⑈3⑈

CLEARFIELD-CURWENSVILLE COUNTRY CLUB
R.A. Walker and Company

8895

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/30/2008	Bill	INV# 043008	1,338.96	1,338.96		1,338.96
				Check Amount		1,338.96

General Account CNB INV# 043008

1,338.96

PI 152
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U.S. DEPARTMENT OF JUSTICE

EXHIBIT E 1

R. A. Walker and Company
 Commercial and Residential Cleaning
 120 East Market Street ~ Suite #3
 Clearfield, PA 16830-0120
 (814) 768-7883

Invoice

DATE	INVOICE #
5/31/2008	053108

BILL TO	JOB LOCATION
Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830	Clearfield - Curwensville Country Club P.O. Box 843 Clearfield, PA 16830

DUE DATE	Payment Terms
6/16/2008	Net 30 Days

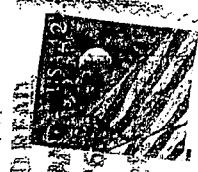
TYPE	DESCRIPTION ID	QTY	RATE	AMOUNT
Private Club	Club Cleaning as per Contract Proposal	1	1,578.96	1,578.96T
Extras	June 1 - 16 for ½ month to end 30 day notice	1	789.48	789.48T
Extras	extra 5% Discount rate given not entitled to	1	418.45	418.45T
	PLEASE PAY IN 30 DAYS TO AVOID FINANCE CHARGES OF 1.52%			0.00
	Discount rate Applies if paid by due date pay \$ 2,510.55 must be post marked by Due date.			0.00

FINAL BILLING-PLEASE PAY PROMPTLY !

When paying this invoice please remit White copy.

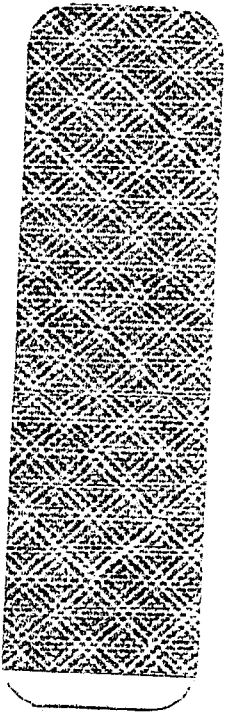
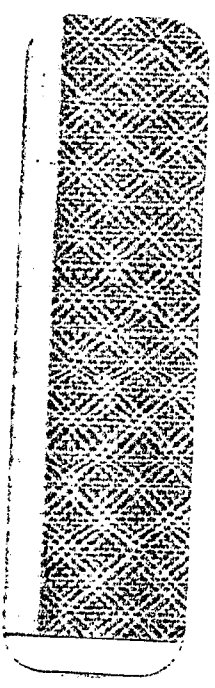
Subtotal	2,786.89
6% Service Tax	167.21
Total	2,954.10

EXHIBIT E 2



LET US IN BE TO READ
THINK SPEAK AND
JOHN ADAMS 1756
POWER OF THE PEOPLE

ALTOONA PA 155
19 JUN 2008 PM 2 L



CLEARFIELD-CURWENSVILLE
COUNTRY CLUB

P.O. BOX 843
CLEARFIELD, PA 16830

CNB BANK
CLEARFIELD, PA 16830
60-627/313 1

9015

6/12/2008

PAY TO THE
ORDER OF

R.A. Walker and Company

\$ **1,338.96

One Thousand and Three Hundred Thirty-Eight and 96/100*****

DOLLARS

R.A. Walker and Company

120 E. Market Street

Suite #3

Clearfield, PA 16830

MEMO

INV# 053108

Partial Invoice

⑈009015⑈ ⑆031306278⑆ 11147350⑈3⑈

Robert Walker
PRES. SEC. TREAS.
AUTHORIZED SIGNATURE

CLEARFIELD-CURWENSVILLE COUNTRY CLUB

R.A. Walker and Company

Date	Type	Reference
5/31/2008	Bill	INV# 053108

Original Amt.
1,338.96

Balance Due
1,338.96

6/12/2008

Discount

Check Amount

Payment
1,338.96

9015

General Count CNB INV# 053108

1,338.96

EXHIBIT F

R. A. WALKER AND COMPANY COMMERCIAL AND RESIDENTIAL CLEANING

120 East Market Street
Suite # 3
Clearfield, PA 16830-0120
Phone (814) 768-7883
Fax (814) 768-2887
www.RAWalkerandCo.com

May 14, 2008

Board of Trustees
Clearfield-Curwensville Country Club
P.O. Box 843
Clearfield, PA 16830

Dear Board Members,

It has been brought to my attention that the boards plan is to terminate my company's contract. If this is in the works I have to respectfully request that you give 30 days notice as stated on the original bid sheet which outlines the terms of the contract agreement.

The discounted contract expires on May 31, 2008 , but continues for the remainder of the year on a month to month basis as stated on the Terms and Conditions page. This was explained to Sandy when she inquired as to terminating our contract.

This page contains the terms of the contract and the discount rates as expressed forward. You are currently being given 20% off the actual rate which should only be 15%.

If the proper 30 days notice is not given, my company will bill you in accordance with the term of the contract for the remaining balance as set forth when the contract was signed.

I am also respectfully requesting that proper toilet paper and paper towels for the restrooms be provided when requested from Sandy. I have requested such on 3 different occasions and my staff cannot complete the work required of the contract when these items are not available. I should not have to beg for supplies that the club are to make available to my staff.

Sincerely,

Robert A. Smith-Walker / Owner



Robert A. Smith-Walker Owner

EXHIBIT G

R. A. WALKER AND COMPANY COMMERCIAL & RESIDENTIAL CLEANING

120 East Market Street ~ Suite # 3
Clearfield, PA 16830
Phone (814) 768-7883
Fax (814) 768-2887
www.RAWalkerandCo.com

May 20, 2008

Board of Trustee
Clearfield-Curwensville Country Club
P.O. Box 843
Clearfield, PA 16830

Dear Board Member, Garnet Kocher,

I'm sending these letters to you in hopes that you will take them to the board meeting for the other board members. I was going to send them to the P.O. Box 843, but Mrs. Ann Dotsey, suggested that I mail them direct to each board member so that they would not get side tracked on their way. I told her I had thought of that but I couldn't find everyone's address in the book, and that I new where Kevin and yourself worked. So she stated that I should hand deliver them to either one of you and ask if you would be so kind to take them to the board meeting with you for each member.

Thanking you in advance,

Sincerely,

Robert A. Smith-Walker

Robert A. Smith-Walker



**Clearfield
Curwensville
Country
Club**

PO Box 843
Clearfield, PA 16830
(814) 765-7887

May 16, 2008

Dear R. A. Walker and Company,

The Clearfield Curwensville Country Club will no longer require your cleaning services. This letter is to confirm the phone conversation of April 1, 2008, with Bob and Sandy Douglas, club manager, that May 31, 2008 when your contract expires, your services would no longer be needed.

Sincerely,

Sandra Douglas
Club Manager

A handwritten signature in cursive script that reads 'Sandra K Douglas'. The signature is written in dark ink and is positioned above the printed name and title.

Garnet Kocher
Club Board Member

A handwritten signature in cursive script that reads 'Garnet Kocher'. The signature is written in dark ink and is positioned below the printed name and title.

FILED

OCT 17 2008

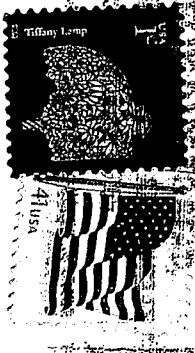
William A. Shaw
Prothonotary/Clerk of Courts

R.A. WALKER AND COMPANY
120 E. MARKET ST.
Suite #3
Clearfield, PA 16830

EXHIBIT H

1992
P.O. Box 843
Clearfield, PA
16830

ALTOONA PA 155
200 MAR 17 2008 PM 2 1



IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY
PENNSYLVANIA

R. A. WALKER & COMPANY

Plaintiff / Appellant

vs.

CLFD-C-VILLE COUNTRY CLUB

Defendant / Appellant

District Justice Appeal
CASE NO. 2008-1562-C.D.

CERTIFICATE OF SERVICE

I, Robert A. Walker, Owner / R. A. Walker and Company, Plaintiff above named, do hereby certify that on this the 17th day of October, 2008, I caused a certified copy of the Answers to NEW MATTER to be mailed, first class - postage prepaid, to the Defendant at his/her address as follows:

Clearfield - Curwensville Country Club

P. O. Box 843

Clearfield, PA 16830

Robert A. Walker

Plaintiff / Owner

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

CLEARFIELD PA 16830

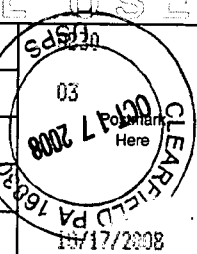
Postage \$ 1.51

Certified Fee 2.70

Return Receipt Fee (Postment Required) 1.00

Restricted Delivery Fee (Postment Required) 0.00

Total Postage & Fees \$ 5.21



Sent To Old Curwensville Country Club
Street, Apt. No., or PO Box No. PO Box 843
City, State, ZIP+4 Clearfield PA 16830

PS Form 3800, August 2006

See Reverse for Instructions

FILED

OCT 17 2008

William A. Shaw
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RA Walker and Company CIVIL ACTION
(Plaintiff)

120 East Market St
(Street Address)

Clearfield PA 16830
(City, State ZIP)

No. 2008 - 1562 - C.D.

Type of Case: Civil

Type of Pleading: Complaint

VS.

Filed on Behalf of:

Cisd-C-ville Country Club
(Defendant)

RA Walker and Company
(Plaintiff/Defendant)

PO Box 843
(Street Address)

Clearfield PA 16830
(City, State ZIP)

FILED ^{PD \$20.00 P/H}
OCT 23 2008
11:35 am No CC.

William A. Shaw
Prothonotary/Clerk of Courts

RA Walker and Company
(Filed by)

120 East market St. Clearfield
(Address)

814-768-7883
(Phone)

[Signature]
(Signature)

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): RA Walker and Company
120 East Market St
Clearfield PA 16830

Case Number: 2008-1562 - CD

Defendant(s): Cliff - Cuille Country Club
P.O. Box 843
Clearfield PA 16830

To the Prothonotary:

Arbitration Limit: _____

Type Trial Requested: _____ Jury

_____ Non-Jury

_____ ☒ Arbitration

Estimated Trial Time: _____

Jury Demand Filed By: _____

Date Jury Demand Filed: _____

Please place the above-captioned case on the trial list. I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

Paul J. Shuler
(Signature)

10/23/08
(Date)

For the Plaintiff: RA Walker and Company 814-768-7883 Telephone Number

For the Defendant: Cliff - Cuille Country Club 814-765-2265 Telephone Number

For Additional Defendant: _____ Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: <u>Naddeo</u>	Address: <u>207 E. Market St</u>	City/State/Zip: <u>PO Box 552 Clearfield PA 16830</u>
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

No. 08-1562-CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

5
FILED 2cc
01/10:46 Bch
NOV 14 2008
William A. Shaw
Prothonotary/Clerk of Courts
Atty. Naddeo

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

*
*
*
*
*
*
*

No. 08-1562-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Taking Deposition was served on the following and in the following manner on the 19th day of November, 2008:

First-Class Mail, Postage Prepaid

R.A. Walker and Company
120 East Market Street, Suite 3
Clearfield, PA 16830

Maryann Cornelius, Court Reporter
339 Southmont Boulevard
Johnstown, PA 15905

NADDEO & LEWIS, LLC

By: James A. Naddeo
James A. Naddeo
Attorney for Defendant

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

No. 08-1562-CD

Type of Pleading:

**MOTION TO STRIKE FROM
ARBITRATION LIST**

Filed on behalf of:
Defendant

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

5
FILED^{icc}
013:3560
NOV 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

*
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No. 08-1562-CD

MOTION TO STRIKE FROM ARBITRATION LIST

NOW COMES the Defendant, Clearfield-Curwensville Country Club, and by their attorney, James A. Naddeo, Esquire, sets for the following:

1. That on November 14, 2008 Counsel of record for the Defendant received notice that an arbitration hearing was scheduled for Tuesday, January 20, 2009 in the above-captioned case. A copy of said notice is attached hereto as Exhibit "A".

2. That Counsel for Defendant was informed by the Clearfield County Court Administrator that the case was listed for hearing upon request of Plaintiff.

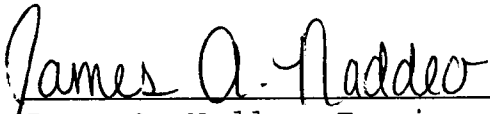
3. That Plaintiff failed to serve defense counsel with a copy of his Praecipe for Trial.

4. That pleadings in this case were closed on October 17, 2008.

5. Defendant intends to conduct discovery for the purpose of filing a Motion for Summary Judgment.

WHEREFORE, Defendant respectfully requests that the case be stricken from the list until discovery has been completed.

Respectfully submitted,


James A. Naddeo, Esquire
Attorney for Plaintiff

DANIEL J. NELSON, J.D.
DISTRICT COURT ADMINISTRATOR

RONDA J. WISOR
DEPUTY COURT ADMINISTRATOR

PHONE: 814-765-2641 x 5982
FAX: 814-765-7649
EMAIL: courtadmin@clearfieldco.org



OFFICE OF THE COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830-2448

HON. FREDRIC J. AMMERMAN
PRESIDENT JUDGE

HON. PAUL E. CHERRY
JUDGE

HON. JOHN K. REILLY, JR.
SENIOR JUDGE

November 14, 2008

R.A. Walker and Company
120 East Market Street
Clearfield, PA 16830

NOV 14 2008

James A. Naddeo, Esquire
Attorney at Law
PO Box 552
Clearfield, PA 16830

RE: R.A. Walker and Co. vs. Clfd.-Curwensville Country Club
No. 08-1562-CD

To Whom It May Concern:

This is to advise you that **Tuesday, January 20, 2009, at 9:00 a.m.** has been the day, date and time set aside for purpose of the Arbitration Hearing in the above-captioned civil matter. Please note that one-half (1/2) day has been allotted for purpose of hearing in these matters.

Sometime in the immediate future you will receive further information as to which Arbiter you may strike relative to this matter. If you have any questions or concerns, please feel free to contact me.

Respectfully,

A handwritten signature in cursive script that reads "Ronda J. Wisor".

Ronda J. Wisor
Deputy Court Administrator

Exhibit "A"

JA

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

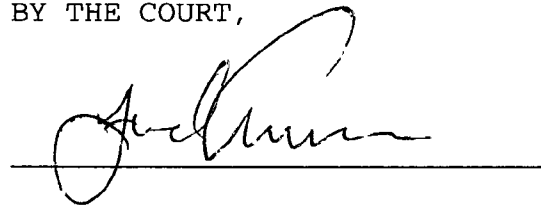
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No. 08-1562-CD

O R D E R

AND NCW this 19th day of November, 2008, upon consideration of the Motion to Strike of James A. Naddeo, Esquire, it is hereby ORDERED and DIRECTED that the above-captioned case be stricken from the Arbitration list until all discovery has been completed. It is further Ordered that neither party is to move this case to Arbitration without notice to the other party.

BY THE COURT,



FILED

NOV 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

1cc
Atty Naddeo
9:00 AM

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

R.A. WALKER & COMPANY

Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

No. 08-1562-CD

Type of Pleading:

**PRAECIPE TO SETTLE AND
DISCONTINUE**

Filed on behalf of:
Plaintiff

Plaintiff's Address:

120 East Market Street
Clearfield, PA 16830

FILED ^{NO} CC
DEC 31 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

R.A. WALKER & COMPANY
Plaintiff,

v.

CLFD-C-VILLE COUNTRY CLUB,
Defendant.

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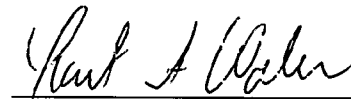
No. 08-1562-CD

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case settled and
discontinued.



Robert A. Walker