

08-1659-CD

Blue Sky vs Michael Bobal Sr. al

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

* No. 08-1659-CD

* Type of Pleading:

* **COMPLAINT FOR PARTITION
OF REAL PROPERTY**

* Filed on behalf of:
* Plaintiffs

* Counsel of Record for
this party:

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

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

Dated: September 2, 2008

FILED Atty pd. \$95.00
03-31-08
SEP 02 2008 2CC Atty

William A. Shaw
Prothonotary/Clerk of Courts

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

No. 08- -CD

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the 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
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641, ext. 5982

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

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No. 08- -CD

COMPLAINT FOR PARTITION OF REAL PROPERTY

NOW COMES the Plaintiff, Blue Sky, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Plaintiff, Blue Sky, is a general partnership, and has its principal place of business at 362 North Park Street, Sykesville, Pennsylvania 15865.
2. That the Defendants, Michael J. Bobal, Sr. and Francine Bobal, are husband and wife who reside at 451 Goodridge Road, Northern Cambria, PA 15714.
3. Plaintiff and Defendants are the owners of certain real estate in Clearfield County as described below, and all the interests of the parties in the property are held as tenants in common and are undivided.
4. The property in question is identified as Map No. 108-D17-000-00007, and is all that certain tract or parcel of land consisting of house, shed and approximately 22.25 acres situated

in The Township of Bunrside, County of Clearfield and State of Pennsylvania. The property is bounded and described as follows:

BEGINNING at a permanent iron pin, said iron pin being the permanent Northeast corner of property of present Grantors and the corner of property of J.A. Johnson; thence along property of James and Elizabeth Beltowski South 14° 20' West a desitance of 545 feet to an iron pin situate along Pa. Legislative Route 17076 leading from the Village of Sylvis to the Borough of Westover; thence along the aforesaid Legislative Route the following courses and distances: North 74° 30' West a distance of 147 feet to a point; North 79° 39' West, 700.96 feet to a point, thence North 82° 52' West, 108.84 feet to a point; thence North 87° 29' West, 160.52 feet to a point; thence South 84° 35' West, 162.17 feet to a point; thence North 87° 27' West, 112.29 feet to a point; thence North 61° 51' West, 148.61 feet to a point; thence North 55° 48' West a distance of 574.86 feet to an iron pin; thence along the J.A. Johnson property North 56° 11' East, a distance of 314.44 feet to an iron pin; thence South 83° 30' East, a distance of 1050.60 feet to an iron pin; thence South 83° 30' East a distance of 903.44 feet to an iron pin and place of beginning, containing 22.245 acres as fully described in the Blueprint of Ronald Griffin dated July 27, 1973 and made a part of the Indenture in Clearfield County in Deed Book 389, at page 262.

5. That Plaintiff acquired title to a 20 percent undivided interest in the property described above by deed from Tax Claim Bureau of Clearfield County; the last recorded conveyance of the same is dated November 3, 2005 recorded in Clearfield County as Instrument No. 200519291.

6. That Defendants acquired title to an 80 percent interest in the property described above by deed, the last recorded conveyance of the same from Michael J. Bobal, Sr. and Francine Bobal; Paul Bobal and Joanne Bobal; and Michael J.

Bobal, Jr. and Catherine Bobal is dated April 14, 2005, recorded in Clearfield County as Instrument No. 200509819.

7. That no other person other than those named herein has any title or interest in the property.

8. No partition or division of the above-described property has ever been made.

WHEREFORE, Plaintiff requests:

(a) the Court decree partition of the real estate;

(b) the share or shares to which the respective parties are entitled be set out to them in severalty and that all proper and necessary conveyances and assurances be executed for carrying such partition into effect; and that, if the real estate cannot be divided without prejudice to or spoiling the whole, such proper and necessary sale or sales of the same may be made by such persons and in such manner as the Court may direct;

(c) such other and further relief be granted as the Court deems just and proper.

COUNT II - ACCOUNTING

9. Plaintiff incorporates by reference Paragraphs one through eight above as if set forth in full herein.

10. That on or about December 10, 2001, Defendants entered into a lease of said property as described in Paragraph 4 hereof, which is incorporated herein by reference, with Michael and Holly Fogle as lessees.

11. That Defendants have received rents from lessees of said property pursuant to the leases of said property as identified at Paragraph 10 above.

12. That said tenants as described in Paragraph 10 continue to lease said property.

13. The Plaintiff is entitled, as a tenant in common with the Defendants, to receive 20 percent of the rents of the premises collected by the Defendants.

14. That Defendants have failed and refused to render an account of rents received by them from the premises although the Plaintiff has made demand for such accounting.

15. That Defendants have refused to make payment to Plaintiff for its share of the rents received pursuant to the lease of the property herein described.

WHEREFORE, the plaintiff prays:

(a) That the Defendants be ordered to account to the Plaintiff for all the rents received by them from the premises; and;

(b) That judgment be entered against the Defendant for 20 percent of the amount that the account may show to have been received as rents by the Defendants from the premises.

RESPECTFULLY SUBMITTED,

NADDEO & LEWIS, LLC

By James A. Naddeo

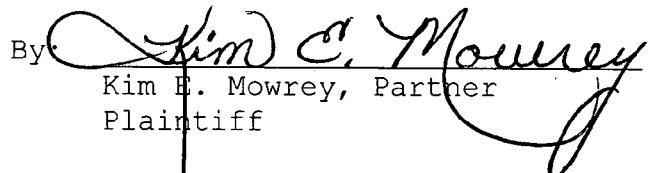
James A. Naddeo

Attorney for Plaintiff

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

I, Kim E. Mowrey, verify that I am a partner of Blue Sky, a Pennsylvania general partnership, and that I am authorized to execute this verification and further that the statements made in the foregoing Complaint 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.

BLUE SKY

By 
Kim E. Mowrey, Partner
Plaintiff

Dated:

8/25/08

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

BLUE SKY, a Pennsylvania general
partnership, Plaintiff :
:
-vs- : No. 08 - 1659 - CD
:
MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and wife,
Defendants :
:

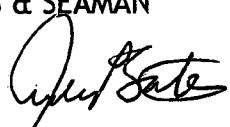
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :
:

ANDREW P. GATES, ESQUIRE, of Gates & Seaman, Attorney for Defendants,
being duly sworn according to law, states that on September 29, 2008 he mailed a
certified copy of Defendants' ANSWER, NEW MATTER AND COUNTERCLAIM TO
COMPLAINT FOR PARTITION OF REAL PROPERTY AND REQUEST FOR ACCOUNTING, by
regular U. S. mail, postage prepaid, to:

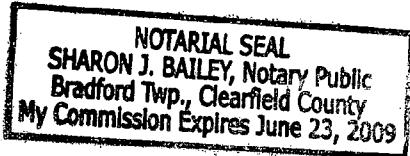
James A. Naddeo, Esquire
207 East Market Street
P. O. Box 552
Clearfield, PA 16830

GATES & SEAMAN
By:


Andrew P. Gates, Esquire

Sworn to and subscribed before
me this 29th day of September, 2008.





FILED
OCT 11 2008
SEP 29 2008
WM
No Cc

William A. Shaw
Prothonotary/Clerk of Courts

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff
vs.
MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants
No. 08 - 1659 - CD
Type of Case: Civil
Type of Pleading: ANSWER, NEW MATTER
AND COUNTERCLAIM TO COMPLAINT FOR
PARTITION OF REAL PROPERTY AND REQUEST
FOR ACCOUNTING
Filed on behalf of: Defendants
Counsel of Record for this Party:
Andrew P. Gates, Esquire
Supreme Court No.: 36604
GATES & SEAMAN
Attorneys at law
Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

FILED *2nd*
01/11/2008 Atty Gates
SEP 29 2008

William A. Shaw
Prothonotary/Clerk of Courts

1

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

BLUE SKY, a Pennsylvania general partnership,	:	
Plaintiff	:	No. 08-1659-CD
.....		
-VS-		
MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, husband and wife,	:	
Defendants	:	
.....		

NOTICE

TO: Blue Sky, a Pennsylvania general partnership
c/o James A. Naddeo, Esquire
207 East Market Street
P. O. Box 552
Clearfield, PA 16830

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

GATES & SEAMAN

By:



Andrew P. Gates, Esquire,
Attorney for Defendants,
Michael J. Bobal, Sr. and Francine Bobal,
husband and wife

Date: September 26, 2008

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

BLUE SKY, a Pennsylvania general partnership,	:	
Plaintiff	:	No. 08-1659-CD
.....		
-VS-	:	
MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, husband and wife,	:	
Defendants	:	
.....		

ANSWER AND NEW MATTER TO COMPLAINT
FOR PARTITION OF REAL PROPERTY AND
REQUEST FOR ACCOUNTING

AND NOW COMES, Defendants, MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, husband and wife, by their attorneys, GATES & SEAMAN, and responds to Plaintiff's Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Paragraph 4 of Plaintiff's Complaint is admitted in part and denied in part.

It is admitted the property in question is identified by Clearfield County Assessment Map No. 108-D17-7, and the same is a certain tract or parcel of land consisting of house, shed and approximately 22.25 acres situate in Burnside Township, Clearfield County, Pennsylvania. It is denied that the metes and bounds description contained in the balance of Paragraph 4 of the Complaint is correct since there is one course and distance missing. The correct metes and bounds description of said parcel is as follows:

BEGINNING at a permanent iron pin, said iron pin being the permanent Northeast corner of property of present Grantors and the corner of property of J. A. Johnson; thence along property of James and Elizabeth Beltowski South 14° 20' West a distance of 545 feet to an iron pin situate along Pa. Legislative Route 17076 leading from the Village of Sylvis to the Borough of Westover; thence along the aforesaid Legislative Route the following courses and distances: North 74° 30' West a distance of 147 feet to a point; North 79° 39' West, 700.96 feet to a point; thence North 82° 52' West, 108.84 feet to a point; thence North 87° 29' West, 160.52 feet to a point; thence South 84° 35' West, 162.17 feet to a point; thence North 87° 27' West, 112.29 feet to a point; thence North 74° 28' West, 89.13 feet to a point; thence North 61° 51' West, 148.61 feet to a point; thence North 55° 48' West a distance of 574.86 feet to an iron pin; thence along the J. A. Johnson property North 56° 11' East, a distance of 314.44 feet to an iron pin; thence South 83° 30' East a distance of 1,050.60 feet to an iron pin; thence South 83° 30' East a distance of 903.44 feet to an iron pin and place of beginning, containing 22.245 acres as fully described in the Blueprint of Ronald Griffin dated July 27, 1973 and made a part of the Indenture in Clearfield County in Deed Book 389, at Page 262.

5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.

WHEREFORE, Defendants request:

- a. The Court decree partition of the real estate;
- b. The Court conduct a Preliminary Conference as specified in Pa. R. C. P. § 1558;
- c. The Court thereafter find the subject real estate cannot be divided without prejudice to or spoiling the whole as is contemplated in Pa. R.C.P. §1560, 1561 and 1562 and that these proceedings otherwise proceed under Pa.R.C.P. §1563;

- d. The Court issue a Preliminary Determination under Pa. R. C. P. § 1566, which is to contain the information mandated by § 1566(b)(1) and (2) thereof; and
- e. The Court grant such other and further relief as it deems just and proper.

COUNT II - ACCOUNTING

9. Defendants incorporate by reference Paragraphs 1 through 8 of their Answer as though set forth at length herein.

10. Admitted.

11. Admitted.

12. Admitted.

13. Paragraph 13 of Plaintiff's Complaint is denied. On the contrary, Plaintiffs are not entitled to any share of the rent for the premises in question since the same have not been in the exclusive possession of Defendants, nor has Plaintiff been excluded from said premises. By way of further answer, if it would be determined that Plaintiff is entitled to any share of the rent, it would only be from the date the Plaintiff first demanded a share of the rent which Defendants believe was by letter of Plaintiff's then attorney, dated August 8, 2006, a copy of which is attached hereto and made a part hereof as Exhibit "A". By way of further answer, any entitlement Plaintiff has to receive a share of the rents collected from Defendants' tenants is to be reduced by a 20% share of all repair, maintenance, transportation and management costs incurred by Defendants relative to the premises in question which were absolutely necessary for the subject premises to be

habitable and thus rentable. By way of further answer, Defendants incorporate herein by reference Paragraphs 17 through 40 of the hereinafter stated New Matter which sets forth in more detail the necessary repairs and maintenance performed on the subject premises after the date Plaintiff became a 20% owner thereof.

14. Paragraph 14 of Plaintiff's Complaint is denied. On the contrary, Defendants, through their undersigned legal counsel, provided to Plaintiff's counsel, and thus Plaintiff, a complete accounting of all rents collected, as well as identification of all repairs, management services and other maintenance performed (including cost of labor, transportation and materials) on the subject premises from September 16, 2005 to and including December 31, 2007, which accounting was accompanied by cover letter to Plaintiff's Attorney dated May 22, 2008, a photocopy of which is attached hereto and made a part hereof as Exhibit "B". Since Plaintiff's counsel is already in possession of said accounting and miscellaneous records, a complete copy of said accounting and reporting documentation is not herewith attached, but will be available at the time of trial or any future hearing. By way of further answer, Defendants, through their undersigned legal counsel, have recently provided Plaintiff's counsel with an updated accounting of rents received, as well as identification of all repairs, management services and maintenance performed (including cost of labor, transportation and materials) on the subject premises for the time period of January 1, 2008 through September 13, 2008. A photocopy of Defendants' counsel's letter to Plaintiff's counsel is attached hereto and made a part hereof as Exhibit "C". Since Plaintiff's counsel is already in possession of said

accounting and miscellaneous records, a complete copy of said accounting and reporting documentation is not herewith attached, but will be available at the time of trial or any future hearing.

15. Paragraph 15 of Plaintiff's Complaint is denied as stated. On the contrary, should it be determined that Plaintiff is entitled to a 20% share of rent collected from the date of their acquisition of their 20% interest in the premises in question, it is submitted the amount of any rent which Plaintiff may be entitled is to be offset by 20% of the cost of all necessary maintenance, management services and repairs which Defendants performed and/or paid for to third parties. By way of further answer, Defendants incorporate by reference Paragraphs 17 through 40 of the hereafter stated New Matter which sets forth, in detail, the costs of all labor, materials, management services and transportation costs, 20% of which Defendants assert should be credited against any rents Plaintiff is deemed to be entitled to. By way of further answer, Defendants continue to hold Plaintiff's twenty (20%) percent of the collected rents in escrow.

WHEREFORE, Defendants request that Plaintiff's request for an accounting be dismissed, with prejudice.

NEW MATTER

16. Defendants herein incorporate by reference Paragraphs 1 through 15 of Plaintiff's Complaint and Paragraphs 1 through 15 of their Answer thereto as though set forth at length.

17. During the time period from September 16, 2005 through December 31, 2005, Defendant, Michael J. Bobal, Sr., made necessary repairs to the subject premises which consisted of assisting with cleaning of the septic lines servicing the dwelling situate on the property as well as scrubbing and disinfecting the basement which was necessitated by the backup of raw sewage.

18. Defendant, Michael J. Bobal, Sr., performed labor, paid for third party contracting services (i.e., Rietscha of Ebensburg, Pennsylvania), and otherwise incurred transportation costs to the subject premises with a 20% share of the same being assessed to Plaintiff which amounted to \$305.40.

19. For the period of September 16, 2005 through December 31, 2005, Defendant, Michael J. Bobal, Sr., performed customary maintenance services relative to the subject premises which included traveling there on a monthly basis to collect the monthly rent with Plaintiff's share of said expenses for said period amounting to \$43.64.

20. Defendant, Michael J. Bobal, Sr., since before Plaintiff obtained its 20% interest in the subject premises, by agreement between all joint owners performed management services (which includes record keeping) on behalf of all owners benefiting the subject premises for which he was compensated a fee of 10% of all rents collected.

21. For the period of September 16, 2005 through December 31, 2005, Plaintiff's share of said management fee amounted to \$36.00.

22. The services performed by Defendant, Michael J. Bobal, Sr., relative to the subject premises for the period of September 16, 2005 through December 31, 2005 are itemized on the accounting previously supplied to Plaintiff's counsel with the share of the expense assessed to Plaintiff likewise being shown on said accounting.

23. During the period of January 1, 2006 through December 31, 2006, Defendant, Michael J. Bobal, Sr., performed the necessary repairs, maintenance, management services and collection services relative to the subject premises, all of which are itemized on the accounting for calendar year 2006 previously provided to Plaintiff's counsel.

24. In performing the services identified in the preceding paragraph, Defendant, Michael J. Bobal, Sr., in addition to his labor, incurred transportation expenses in traveling to the subject premises and for payment of outside contractors and for materials necessary to perform repairs, maintenance and other services.

25. Plaintiff's 20% share of the reasonable cost of said repairs, maintenance, management services, transportation expenses and collection services for calendar year 2006 amounted to \$988.43.

26. A breakdown of the services performed at the subject premises in 2006 by Defendant, Michael J. Bobal, Sr., including the amounts he charged for labor, transportation, management fees and payment for materials and outside contractors is shown on the calendar 2006 year accounting previously provided to Plaintiff's counsel.

27. During the time period of January 1, 2007 through December 31, 2007, Defendant, Michael J. Bobal, Sr., performed the necessary repairs, necessary maintenance, management services and collection services relative to the subject premises with said services and charges being itemized on the accounting for calendar year 2007 previously provided to Plaintiff's counsel.

28. In performing the services identified in the preceding paragraph, Defendant, Michael J. Bobal, Sr., in addition to his labor, incurred transportation expenses in traveling to the subject premises and for payment of outside contractors and for materials necessary to perform the necessary repairs, maintenance and other services.

29. The 20% share of the reasonable costs of said necessary repairs, maintenance, transportation expense, management services and collection services chargeable to Plaintiff for calendar year 2007 amounted to the sum of \$1,546.43.

30. A breakdown of the services performed at the subject premises in 2007 by Defendant, Michael J. Bobal, Sr., including the amounts he charged for labor, transportation, management fees and payment for materials and outside contractors is shown on the calendar 2007 year accounting previously provided to Plaintiff's counsel.

31. For the time period of January 1, 2008 through September 13, 2008, Defendant, Michael J. Bobal, Sr., performed the necessary repairs, maintenance and management services and collection services relative to the subject premises with

said services and charges being itemized on accounting provided to Plaintiff's counsel for the period of January 1, 2008 to September 13, 2008.

32. In performing the services identified in the preceding paragraph, Defendant, Michael J. Bobal, Sr., in addition to his labor, incurred transportation expenses in traveling to the subject premises and for payment of outside contractors and for materials necessary to perform the necessary repairs, maintenance and other services.

33. The 20% share of the costs of said necessary repairs, maintenance, transportation expense, management services and collection services chargeable to Plaintiff for said eight month plus period amounted to \$1,026.01.

34. A breakdown of the services performed at the subject premises in 2008 by Defendant, Michael J. Bobal, Sr., including the amounts he charged for labor, transportation, management fees and payment for materials and outside contractors is shown on the 2008 year accounting previously provided to Plaintiff's counsel.

35. By virtue of its principal's and/or agent's visits to the subject premises, Plaintiff was aware of the ongoing repairs and maintenance being performed by Defendant, Michael J. Bobal, Sr., and third party contractors as outlined in the preceding paragraphs.

36. Plaintiff was also made aware of the aforementioned repairs and maintenance performed by Defendant, Michael J. Bobal, Sr., and third party contractors, by virtue of correspondence (including copies of invoices and pictures), mailed by Defendants and their counsel to Plaintiff and/or their prior legal counsel.

37. At no time did Plaintiff demand and/or instruct Defendants not to perform the aforementioned repairs, maintenance and/or management services at the subject premises.

38. By virtue of its conduct, Plaintiff acquiesced to the repairs, maintenance and management services provided by Defendant, Michael J. Bobal, Sr., and others, as outlined in the preceding paragraphs, and is estopped from asserting as a defense their non-agreement with the performance of said services and/or the cost thereof.

39. Defendants are entitled to offset the amounts identified in Paragraphs 18, 19, 21, 25, 29 and 33 hereof (total \$3,945.91) against any share of the rent which Plaintiff may be entitled to for the period of September 16, 2005 to and including September 13, 2008.

40. Defendant, Michael J. Bobal, Sr., will continue until this matter is resolved to collect the monthly rents from the tenants currently residing in the dwelling situate on the subject premises and will continue to provide the necessary repairs, maintenance and management services necessitated at said subject premises until this controversy is resolved and will provide an accounting of both from September 14, 2008 up to the time of trial.

WHEREFORE, for the reasons herein set forth, Defendants pray this Honorable Court:

(i) Dismiss, with prejudice, Plaintiff's Count II for an accounting of rents, or alternatively, that Defendants be given a credit of \$3,945.91 against any amount of

rents received which this Honorable Court may decide to award Plaintiff in accordance with the prayer of its Complaint; and

(ii) Enter such other form of relief as it deems just and proper.

COUNTERCLAIM

AND NOW COME, Defendants, MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, by their attorneys, Gates & Seaman, and who assert the following Counterclaim against Plaintiff and in support thereof, aver the following:

41. Defendants hereby incorporate by reference Paragraphs 17 through 40 of their New Matter as though set forth at length.

42. Defendants are entitled to be awarded a monetary judgment against Plaintiff, Blue Sky, for 20% of the costs and expenses incurred in performing necessary repairs, maintenance, collection services and management services and also for the payment of outside contractors for materials and labor and services provided to the subject premises between the periods of September 16, 2005 and September 13, 2008 which Defendants assert amounts to the sum of \$3,945.91.

43. Alternatively, Plaintiff, Blue Sky, has been unjustly enriched by the sum of \$3,945.91, by virtue of the costs and expenses incurred by Defendants in having Defendant, Michael J. Bobal, Sr., undertake the management services and making all necessary repairs and performing needed maintenance, and for payment to outside contractors and material supplies, in his performing all the necessary repairs, maintenance and management services which benefited the subject premises and

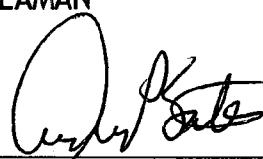
were necessary to keep the dwelling on the subject premises in a "habitable and thus rentable" condition.

WHEREFORE, Defendants, Michael J. Bobal, Sr. and Francine Bobal, demand your Honorable Court to:

(a) enter judgment in their favor and against Plaintiff, Blue Sky, a Partnership, in the amount of \$3,945.91, plus interest; and
(b) order such other relief as this Honorable Court deems proper and just.

Respectfully submitted:

GATES & SEAMAN
By:


Andrew P. Gates, Esquire
Attorney for Defendants,
Michael J. Bobal, Sr. and Francine Bobal

Date: September 26, 2008

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

TIMOTHY E. DURANT

Attorney at Law

201 NORTH SECOND STREET
CLEARFIELD, PENNSYLVANIA 16830
TELEPHONE (814) 765-1711
FAX (814) 765-9596

August 8, 2006

James Michael Fogle
Holly A. Fogle
5347 Sylvis Road
Westover, PA 16692-9319

Dear Mr. and Mrs. Fogle:

This letter is to advise you that I represent Blue Sky, a Pennsylvania General Partnership with offices at 362 North Park Street, Sykesville, PA. My clients purchased their interest at a Tax Sale on September 16, 2005 and on November 3, 2005 they obtained a deed from the Tax Claim Bureau of Clearfield County Pennsylvania for a 20% interest in the place where you are residing. The house and property where you are residing is described as House, Shed, Building and 22.25 Acres in Burnside Township. We also understand that by living in your residence you receive and use natural gas free of any charge.

On January 4, 2006 a representative of Blue Sky visited your residence and advised you of their ownership interest in the property. At that time you stated that you were told by your landlord, The Bobals not to talk to or give any information to anyone about the property or the rent you pay. We understand that you are occupying the property on a month to month lease.

Blue Sky is entitled, by law, to rent for your occupancy of their property. You have been unwilling to discuss the amount of the rent with their representative. My client has determined that a reasonable amount of rent for its 20% interest in the property is \$200.00 per month and that this must be paid from January 4, 2006 to the present (therefore as of August 4, 2006 you owe \$1,400.00). Please note, if your overdue rent is paid by September 1, 2006 my client is willing to forgive any rent obligation you may have to them for the period of September 16, 2005 to January 3, 2006. On September 4, 2006 you would owe another \$200.00 and so on. If you care to discuss a longer term lease or other matters with my clients, please feel free to call them at 814-894-2471.

This letter is written for purposes of collecting a debt. If you fail to pay the back rent, as noted, appropriate legal action will be taken through the magistrate or in the higher courts of Clearfield County.

Sincerely yours.

Timothy E. Durant

TED/plc
pc: Blue Sky

LAURANCE B. SEAMAN
ANDREW P. GATES

LAW OFFICES
GATES & SEAMAN
TWO NORTH FRONT STREET
P. O. BOX 846
CLEARFIELD, PA. 16830
—
(814) 765-1766
FAX (814) 765-1488

JOHN B. GATES
(1917-1984)

May 22, 2008

James A. Naddeo, Esquire
NADDEO & LEWIS, LLC
207 East Market Street
P. O. Box 552
Clearfield, PA 16830

Re: Blue Sky, a partnership / Michael Bobal, Sr.
House and 22.25 acres situate in
Burnside Township, Clearfield County, Pennsylvania

Dear Jim:

To comply with your request for a full accounting of all rent received from the tenants residing in the aforementioned property and of the expenses incurred in maintaining and repairing said property, I am herewith enclosing my client's breakdown for the years 2005, 2006 and 2007. I have put a face sheet on the accounting for each particular year. Likewise, also stapled to that year's accounting are invoices paid by Mr. Bobal for materials and contract labor. Likewise, on the materials and contract labor invoices, Mr. Bobal wrote down the time he expended for his own labor and to account for his mileage in traveling to the rental property and to suppliers to obtain material necessary to make repairs.

As you review the statements for each year, you will see that anytime a charge was made against Blue Sky's share of the rent, the date that said charge is documented. This way, Mr. Bobal maintained a running total of Blue Sky's share of the rent and Blue Sky's share of expenses. In a nutshell, the year-end statements show Blue Sky's share of the monthly rent (\$120.00) and Blue Sky's 20% share of the incurred expenses for material, labor and Mr. Bobal's mileage.

As for Mr. Bobal's own labor, he worked in the construction industry for over forty (40) years and his labor was charged at rates between \$20.00 and \$30.00 per hour, depending on the nature of the repair work to be done. Again, Blue Sky was only assessed with 1/5th of this amount to reflect their 20% ownership in the property.

You will also see that Mr. Bobal charged a 10% management fee per month which was assessed against Blue Sky's share of the rent. This management fee is in

Page Two
May 22, 2008

exchange for Mr. Bobal collecting the rent, paying the various invoices, paying the insurance, preparing year-end statements and otherwise maintaining records involved in the real estate partnership. Prior to your client purchasing the 20% interest of Mr. Bobal's son at tax sale in September, 2005, Mr. Bobal had an agreement with his son and had always charged this fee to compensate himself for managing his son's share of the property.

Likewise, you will also see Mr. Bobal incurred expenses every month in obtaining the rent from the tenants, Mr. and Mrs. Fogle. Since the tenants were always late in their rent and they would never send a check or money order to Mr. Bobal by mail, Mr. Bobal would have to make at least one (1) trip every month from his home to the rental property, to collect the rent money. Additionally, this monthly trip was also necessary for him to inspect the property to make sure there were not any current problems which needed remedied. Quite frankly, such a trip was necessary to make sure Mr. and Mrs. Fogle were still living in the dwelling.

Additionally, you will also see for every trip Mr. Bobal made to perform labor on the rental property or to obtain materials, he charged for reimbursement for his mileage on what he believed to be the then IRS reimbursement rate. In any event, it does not appear he ever charged more than \$.50 per mile. Again, Blue Sky was only assessed for 20% of said expense.

Please note the year-end statement for 2007 shows as of December 31, 2007 the Fogle's had not paid their monthly rent for the months of October through December, 2007. Since we are now in 2008, I called Mr. Bobal and he verbally verified that he has since the beginning of the year received from Mr. and Mrs. Fogle, on a piece-meal basis, the total rent for the months of January through March, 2008. As of the date I am dictating this letter, Mr. and Mrs. Fogle still owe a portion of the April, 2008 rent and the entire rent for May, 2008.

The records provided by Mr. Bobal do not include a specific breakdown for any expenses incurred in 2008. Generally, Mr. Bobal would not prepare the year-end statement until the end of the year. If your clients insist, I will request my client prepare an updated accounting to cover the period of January 1, 2008 up to the present time. As for Blue Sky's share of the rent, as is reflected on Mr. Bobal's year-end statements, the same is on deposit at a local bank.

Finally, as of the time I am dictating this letter, I have not received a written response from you regarding my client's proposal to utilize a local realtor to appraise the property and also his proposal regarding the sharing of the appraisal cost. This is all set forth in my letter to you of April 21, 2008. Please let me know your client's position in getting the property appraised. I am hopeful we can conclude this aspect

GATES & SEAMAN

Page Three
May 22, 2008

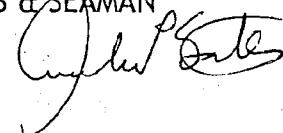
of the matter by my client purchasing the Blue Sky interest, for 1/5th of the appraisal value.

My client and I hope to hear from you shortly on this matter.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/sjb
enclosures
xc: Michael J. Bobal

LAURANCE B. SEAMAN
ANDREW P. GATES

LAW OFFICES
GATES & SEAMAN
TWO NORTH FRONT STREET
P. O. BOX 846
CLEARFIELD, PA. 16830
—
(814) 765-1766
FAX (814) 765-1488

JOHN B. GATES
(1917-1984)

September 19, 2008

James A. Naddeo, Esquire
NADDEO & LEWIS, LLC
207 East Market Street
P. O. Box 552
Clearfield, PA 16830

Re: Blue Sky vs. Michael J. Bobal, Sr. et ux
Case No. 08-1659-CD

Dear Jim:

I am herewith enclosing my client's accounting of rents received from the tenants and of the expenses incurred for maintaining and repairing said property from January 1, 2008 through September 13, 2008.

The format of this accounting is the same as my clients accounting breakdown for years 2005, 2006 and 2007, which I forwarded to you under cover of my letter of May 22, 2008. As with the prior submissions, attached to each accounting are invoices paid by Mr. Bobal for materials and contract labor. Likewise, on the materials and contract labor invoices, Mr. Bobal wrote down the time he expended of his own labor and to account for the mileage in traveling to the rental property and to the suppliers to obtain materials necessary to make repairs.

Very truly yours,

GATES & SEAMAN

By:



Andrew P. Gates

APG/sjb

xc: Michael J. Bobal, Sr.

EXHIBIT "C"

VERIFICATION

The undersigned verifies that the statements made in the foregoing document are true and correct to the best of their knowledge, information and belief. The undersigned understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, related to unsworn falsification to authority.

Michael J. Bobal, Sr.

Michael J. Bobal, Sr.

Francine Bobal

Francine Bobal

Dated: 9/26/08

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

V.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

Defendants.

No. 08-1659-CD

FILED

OCT 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

1865-1870

1 CENT TO @10
HAPPY

ATTU

Type of Pleading:

REPLY TO NEW MATTER,
ANSWER TO COUNTERCLAIM
AND NEW MATTER

Filed on behalf of:
Plaintiffs

Counsel of Record for
this party:

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

&
Trudy G. Lumadue, Esq.
Pa. I.D. 202049

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

Dated: October 17, 2008

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

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No. 08 - 1659 - CD

NOTICE TO PLEAD

TO THE DEFENDANTS:

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.

NADDEO & LEWIS, LLC

By

James A. Naddeo

James A. Naddeo, Esquire
Attorney for Plaintiff

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

No. 08 - 1659 - CD

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

REPLY TO NEW MATTER, ANSWER TO COUNTERCLAIM AND NEW MATTER

NOW COMES the Plaintiff, Blue Sky, and by its attorney, James A. Naddeo, Esquire, sets forth the following.

Reply To New Matter, Answer to Counterclaim and New Matter:

REPLY TO NEW MATTER

16. Plaintiff incorporates by reference its answers to Paragraphs 1 through 15 as if the same were set forth in full herein.

17. Denied. After reasonable investigation Plaintiff is 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.

18. Denied. After reasonable investigation Plaintiff is 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.

19. Denied. After reasonable investigation Plaintiff is 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.

20. Denied. After reasonable investigation Plaintiff is 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.

21. Denied. After reasonable investigation Plaintiff is 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.

22. Admitted in part, denied in part. It is admitted that an accounting itemizing services performed by Defendant, Michael J. Bobal, Sr., was supplied to Plaintiff's counsel. It is denied that the accounting is accurate or that the services were necessary.

23. Admitted in part, denied in part. It is admitted that an itemized accounting for calendar year 2006 was provided to Plaintiff's counsel. It is denied that the accounting accurately depicts costs and expenses for necessary repairs, maintenance, management and collection services relevant to the subject premises. It is further denied that the repairs,

maintenance, management and collection services were necessary as alleged by Defendants.

24. Denied. After reasonable investigation Plaintiff is 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.

25. Denied. After reasonable investigation Plaintiff is 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.

26. Admitted in part, denied in part. It is admitted that an accounting for the calendar year 2006 as described by Defendant at Paragraph 26 was previously provided to Plaintiff's counsel. It is denied that the amounts and representations made therein are accurate.

27. Denied. After reasonable investigation Plaintiff is 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.

28. Denied. After reasonable investigation Plaintiff is 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.

29. Denied. After reasonable investigation Plaintiff is 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.

30. Admitted in part denied in part. It is admitted that an accounting for the calendar year 2007 as described by Defendant at Paragraph 30 was previously provided to Plaintiff's counsel. It is denied that the accounting, the amounts and information contained therein are accurate.

31. Admitted in part denied in part. It is admitted that an accounting for the period of January 1, 2008 through September 13, 2008 regarding necessary repairs, maintenance, management and collection services relative to the subject premises was provided to Plaintiff's counsel. It is denied that the accounting accurately depicts costs and expenses for necessary repairs, maintenance, management and collection services relevant to the subject premises. It is further denied that the expenditures identified therein were necessary expenditures.

32. Denied. After reasonable investigation Plaintiff is 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.

33. Denied. After reasonable investigation Plaintiff is 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.

34. Admitted in part, denied in part. It is admitted that an accounting for 2008 as described by Defendant at Paragraph 34 was previously provided to Plaintiff's counsel. It is denied that the accounting, the amounts and information contained therein are accurate. It is specifically denied that the expenditures identified therein were necessary expenditures.

35. Denied. On the contrary, Plaintiff's representative, Larry George, visited the subject premises on one occasion. The visit occurred on January 4, 2006.

36. It is admitted that Defendant, Michael J. Bobal, Sr., sent photographs and copies of invoices to Plaintiff.

37. It is admitted that Plaintiff did not instruct Defendants not to perform the repairs, maintenance and/or management services performed at the subject premises. In further answer thereto, Plaintiff never requested the same be done or agreed that the same were necessary.

38. Denied. States conclusions of law to which no answers are required. To the extent an answer may be required it is denied.

39. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

40. No answer is required the allegation speaks to the future and Plaintiff is unable to ascertain what Defendant, Michael J. Bobal, Sr., will continue to do until this matter is resolved. To the extent an answer may be required said averment is denied, after reasonable investigation Plaintiff is 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.

WHEREFORE, Plaintiff respectfully requests judgment be entered in favor of Plaintiff and against Defendants for the reasons set forth herein.

ANSWER TO COUNTERCLAIM

41. Plaintiff incorporates its answers to Paragraphs 17 through 40 of the above Reply to New Matter as if the same were set forth at length herein.

42. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

43. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied.

WHEREFORE, Plaintiff respectfully requests judgment be entered against Defendants as to its counterclaim and that judgment be entered in favor of Plaintiff.

NEW MATTER

44. Plaintiff incorporates by reference its answers to Paragraphs 16 through 43 as though the same were set forth at length herein.

45. Any and all of the alleged repairs made and services rendered to the property by Defendants were made absent the consent or authority of Plaintiff.

46. The repairs made by Defendants were neither reasonable or necessary to preserve the property.

WHEREFORE, Plaintiff respectfully requests judgment be entered against Defendants as to its counterclaim and that judgment be entered in favor of Plaintiff.

Respectfully submitted,

NADDEO & LEWIS, LLC

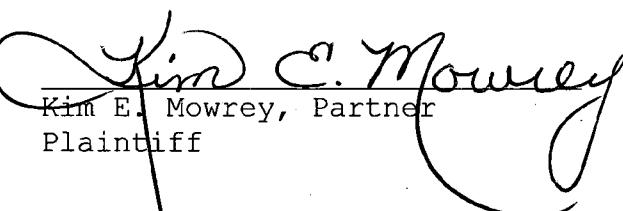
By: James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

I, Kim E. Mowrey, verify that I am a partner of Blue Sky, a Pennsylvania general partnership, and that I am authorized to execute this verification and further that the statements made in the foregoing Reply to 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.

BLUE SKY

By


Kim E. Mowrey, Partner
Plaintiff

Dated:

10/15/08

2008 RELEASE UNDER E.O. 14176

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

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No. 08 - 1659 - CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Reply to New Matter, Answer to Counterclaim and New Matter was served on the following and in the following manner on the 17th day of October, 2008:

First-Class Mail, Postage Prepaid

Andrew P. Gates, Esquire
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

NADDEO & LEWIS, LLC

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

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

BLUE SKY, a Pennsylvania general partnership, Plaintiff : No. 08 - 1659 - CD
vs. : Type of Case: Civil
MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, husband and wife, Defendants : Type of Pleading: DEFENDANTS' REPLY TO PLAINTIFF'S NEW MATTER TO DEFENDANTS' COUNTERCLAIM
: Filed on behalf of: Defendants
: Counsel of Record for this Party:
Andrew P. Gates, Esquire
: Supreme Court No.: 36604
: GATES & SEAMAN
: Attorneys at law
: Two North Front Street
: P. O. Box 846
: Clearfield, PA 16830
: (814) 765-1766

FILED 2cc
01/06/08 Atty Gates
NOV 06 2008

S William A. Shaw
Prothonotary/Clerk of Courts

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

BLUE SKY, a Pennsylvania general partnership, Plaintiff	:	No. 08-1659-CD
-VS-		
MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, husband and wife, Defendants	:	

DEFENDANTS' REPLY TO PLAINTIFF'S NEW MATTER
TO DEFENDANTS' COUNTERCLAIM

AND NOW COMES, Defendants, MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, his wife, and responds to Plaintiff's New Matter to Defendants' Counterclaim as follows:

44. Defendants herewith incorporate by reference Paragraphs 17 through 40 of their New Matter and Paragraphs 42 and 43 of their Counterclaim as though set forth at length.

45. Paragraph 45 of Plaintiff's New Matter to Defendants' Counterclaim is denied as stated. Although it is admitted that Plaintiff gave Defendants no written and oral consent or authority to perform the repairs and services outlined in Defendants' New Matter, it also never objected to the same. By way of further answer, since Plaintiff was aware of said ongoing repairs, maintenance and services being performed by Defendant, Michael J. Bobal, Sr., Plaintiff acquiesced to the performance of the same and are estopped from asserting this defense. By way of further answer, all such repairs, maintenance and services performed by Defendant,

Michael J. Bobal, Sr., were reasonable and necessary to keep said dwelling and surrounding premises habitable and thus rentable.

46. Paragraph 46 of Plaintiff's New Matter to Defendants' Counterclaim is denied. On the contrary, all repairs, maintenance and services performed by Defendant, Michael J. Bobal, Sr., from September 16, 2005 to date, were reasonable and necessary to keep the subject premises habitable and thus rentable. By way of further answer, the repairs, maintenance and services performed by Defendant, Michael J. Bobal, Sr. otherwise enhanced the value and utility of the premises for the benefit of all owners, including Plaintiff, Blue Sky.

WHEREFORE, Defendants request that Judgment be entered in their favor and against Plaintiff, Blue Sky, as asserted in their Counterclaim.

Respectfully submitted:

GATES & SEAMAN
By:



Andrew P. Gates, Esquire
Attorney for Defendants,
Michael J. Bobal, Sr. and Francine Bobal

Date: Nov. 4, 2008

Two North Front Street
P. O. Box 846
Clearfield, PA 16830
(814) 765-1766

VERIFICATION

The undersigned verifies that the statements made in the foregoing Defendants' Reply to Plaintiff's New Matter to Defendants' Counterclaim are true and correct to the best of their knowledge, information and belief. The undersigned understand that false statements herein are subject to the penalties of 18 Pa. C.S. Section 4904, related to unsworn falsification to authority.

Michael J. Bobal, Sr.

Francine Bobal

Dated: 11/4/08

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

BLUE SKY, a Pennsylvania general
partnership, Plaintiff :
.....
-vs- : No. 08 - 1659 - CD
.....
MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and wife,
Defendants :
.....

CERTIFICATE OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF CLEARFIELD :
:

I, ANDREW P. GATES, ESQUIRE, of Gates & Seaman, Attorney for Defendants,
do hereby certify that a certified copy of DEFENDANTS' REPLY TO PLAINTIFF'S NEW
MATTER TO DEFENDANTS' COUNTERCLAIM, was served on the following and in the
following manner on the 6th day of November, 2008:

by First-Class mail, postage prepaid, upon:

James A. Naddeo, Esquire
NADDEO & LEWIS, LLC
207 East Market Street
P. O. Box 552
Clearfield, PA 16830

GATES & SEAMAN
By:


Andrew P. Gates, Esquire

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

* No. 08-1659-CD

* Type of Pleading:

* **MOTION TO DIRECT
PARTITION AND APPEAR FOR
PRELIMINARY CONFERENCE**

* Filed on behalf of:
* Plaintiffs

* Counsel of Record for
this party:

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

* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED 2CC A/H
01/10/45 Naddeo
DEC 18 2008
(10)

S William A. Shaw
Prothonotary/Clerk of Courts

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

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No. 08- -CD

MOTION TO DIRECT PARTITION AND APPEAR FOR PRELIMINARY CONFERENCE

NOW COMES the Plaintiff, Blue Sky, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. On or about August 25, 2008 the Plaintiff, Blue Sky, filed a Complaint for Partition of Real Property.
2. Defendants filed an Answer and New Matter on September 29, 2008.
3. Plaintiff filed an Answer to the New Matter on October 17, 2008.
4. The pleadings are closed in this action.
5. Based upon admissions in the pleadings the identity of all cotenants and ownership is as follows:
 - a) Plaintiff, Blue Sky, owns 1/5 (or 20%) undivided interest in the subject property;

b) Defendants, Michael J. Bobal, Sr. and Francine Bobal, own 4/5 (or 80%) undivided interest in the subject property.

WHEREFORE, Plaintiff requests your Honorable Court to enter an Order directing partition of the property which is the subject of this action and to set a date for preliminary conference.

RESPECTFULLY SUBMITTED,

NADDEO & LEWIS, LLC

By James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

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

BLUE SKY, a Pennsylvania *
general partnership, *
Plaintiff, *
*
v. *
*
MICHAEL J. BOBAL, SR. and *
FRANCINE BOBAL, husband and *
wife, *
Defendants. *

No. 08 - 1659 - CD

CERTIFICATE OF SERVICE

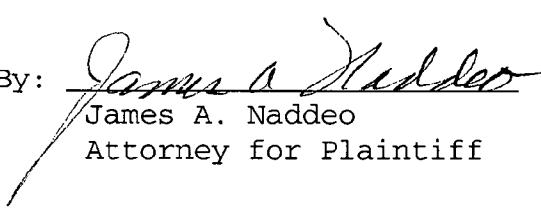
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Motion to Direct Partition and Appear for Preliminary Conference was served on the following and in the following manner on the 18th day of December, 2008:

First-Class Mail, Postage Prepaid

Andrew P. Gates, Esquire
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By:


James A. Naddeo

Attorney for Plaintiff

FILED 2 CC
01402301 Atty Nadeo
DEC 18 2008
William A. Shaw
Prothonotary/Clerk of Courts
60

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

No. 08-1659-CD

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

ORDER

AND NOW this 18 day of December, 2008,

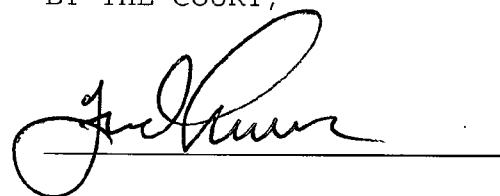
upon consideration of the Motion to Direct Partition and Appear
for Preliminary Conference it is the ORDER of this Court that
the property subject to the above-captioned action be and is
hereby partitioned in accordance with the following ownership
interests: Plaintiff, Blue Sky - 1/5 undivided interest,
Defendants, Michael J. Bobal, Sr. and Francine Bobal - 4/5
undivided interest.

It is the further ORDER of this Court that in accordance
with Rule 1558 of the Pennsylvania Rules of Civil Procedure the
parties and their attorneys are directed to appear for a
preliminary conference on the 15 day of February,
2009 to consider the following: ① 9:00 A.M.

- 1) whether the parties can agree upon a plan of
partition or sale;

- 2) the simplification of the issues;
- 3) whether any issues or matters related to the carrying out of the order of partition shall be referred to a master; and
- 4) such other matters as may aid in the disposition of the action.

BY THE COURT,

A handwritten signature in black ink, appearing to read "John H. Dunn", is written over a horizontal line. The signature is fluid and cursive, with a prominent loop on the 'J' and 'H'.

FILED

DEC 18 2008

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

DATE: 12/18/08

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney Other

Special Instructions:

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

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* No. 08-1659-CD

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* Type of Pleading:

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CERTIFICATE OF SERVICE

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* Filed on behalf of:
* Plaintiffs

*

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*

* Counsel of Record for
* this party:

*

* James A. Naddeo, Esq.
* Pa I.D. 06820
* &
* Trudy G. Lumadue, Esq.
* Pa I.D. 202049

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* NADDEO & LEWIS, LLC.
* 207 E. Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

S
FILED

DEC 19 2008

01 3:30 PM

William A. Shaw
Prothonotary/Clerk of Courts
No C.P.M. to 10/11

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

BLUE SKY, a Pennsylvania
general partnership,
Plaintiff,

v.

* NO. 08 - 1659 - CD

MICHAEL J. BOBAL, SR. and
FRANCINE BOBAL, husband and
wife,
Defendants.

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Motion to Direct Partition and Appear for Preliminary Conference and Order dated December 18, 2008 was served on the following and in the following manner on the 19th day of December, 2008:

First-Class Mail, Postage Prepaid

Andrew P. Gates, Esquire
Two North Front Street
P.O. Box 846
Clearfield, PA 16830

NADDEO & LEWIS, LLC

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

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

BLUE SKY, a Pennsylvania general partnership, * No. 08-1659-CD
Plaintiff *
vs. *
MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, *
husband and wife, *
Defendants *

O R D E R

AND NOW, this 6th day of February, 2009, following status conference with counsel for the parties as set forth above; it is the ORDER of this Court that an additional status conference be and is hereby scheduled for the **17th day of March, 2009 at 11:00 a.m.** in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED 1CC
014-00601 Atty: Naddeo
FEB 09 2009 Gates

S William A. Shaw
Prothonotary/Clerk of Courts

(610)

FILED

FEB 09 2009

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

DATE: 2/9/09

____ You are responsible for serving all appropriate parties.

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

____ Plaintiff(s) Plaintiff(s) Attorney ____ Other

____ Defendant(s) Defendant(s) Attorney

____ Special Instructions:

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

BLUE SKY, a Pennsylvania general partnership, * NO. 08-1659-CD
Plaintiff *
vs. *
MICHAEL J. BOBAL, SR. and FRANCINE BOBAL, *
husband and wife, *
Defendants *

ORDER

NOW, this 18th day of March, 2009, the Court noting that following status conference the parties have agreed to settle the case. The Defendants will pay the Plaintiff \$13,000.00 net. Plaintiff shall execute a Quit Claim Deed conveying its' one-fifth (1/5) interest in the property, excepting the oil and gas rights, to the Defendants. The Defendants shall be responsible for the payment of all currently due real estate taxes. The parties shall close on the transaction within no more than 30 days from this date.

BY THE COURT:

FREDRIC J. AMMERMAN
President Judge

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100 Attnys:
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Gates

9 William A. Shaw
Prothonotary/Clerk of Courts
(GIV)

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MAR 18 2009

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

DATE: 3/18/09

You are responsible for serving all appropriate parties.

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

Plaintiff(s) Plaintiff(s) Attorney Other
Defendant(s) Defendant(s) Attorney Other

Special Instructions:

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

BLUE SKY, a Pennsylvania general
partnership,

Plaintiff

No. 08 - 1659 - CD

vs.

MICHAEL J. BOBAL, Sr. and
FRANCINE BOBAL, husband and wife,
Defendant

PRAECIPE

TO: WILLIAM A. SHAW, PROTHONOTARY:

Kindly have the above captioned matter marked as "settled, discontinued and ended, with prejudice".

4/27/09
Date

James A. Naddeo
James A. Naddeo, Esquire

Attorney for Plaintiff, Blue Sky

4/21/09
Date

Andrew P. Gates

Andrew P. Gates, Esquire
Attorneys for Defendants
Michael J. Bobal, Sr. and Francine Bobal

FILED NO
04/25/09 CC
APR 29 2009
S APR 29 2009
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William A. Shaw
Prothonotary/Clerk of Courts