

08-1874-CD

Howard Bloom vs Donald Carey et al

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Bloom, Howard  
(Plaintiff)

Box 70  
(Street Address)

Rockton, PA 15856  
(City, State ZIP)

CIVIL ACTION

No. 2008-1874-CD  
CV-0000242-08

Type of Case: Civil

Type of Pleading: Appeal

VS.

Carey, Donald + Lope, Crystal  
(Defendant)

125 Nichols Street  
(Street Address)

Clearfield, PA 16830  
(City, State ZIP)

(Plaintiff/Defendant)

5  
**FILED**

OCT 01 2008

10:20 AM

William A. Shaw

Prothonotary/Clerk of Courts

CERT TO MDJ.

PLFF. &

DEFT.

Donald Carey + Crystal Lope  
(Filed by)

125 Nichols Street, Clearfield, PA 16830  
(Address)

(814) 705-7246  
(Phone)

Crystal Lope + Donald Carey  
(Signature)

**FILED**

## COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

*Clearfield*

NOTICE OF APPEAL

OCT 01 2008

FROM

William A. Shaw  
Prothonotary/Clerk of Courts

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-1874-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 <i>Donald Carey + Crystal Lope</i>		MAG. DIST. NO. <i>46-3-02</i>	NAME OF MDJ <i>Richard Ireland</i>	
ADDRESS OF APPELLANT <i>125 Nichols Street</i>		CITY <i>Clearfield</i>	STATE <i>PA</i>	ZIP CODE <i>16830</i>
DATE OF JUDGMENT <i>9/2/08</i>	IN THE CASE OF (Plaintiff) <i>Bloom, Howard</i>		(Defendant) <i>Carey, Donald + Lope, Crystal</i>	
DOCKET No. <i>CV-0000262-08</i>		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <i>Crystal Lope + Donald G</i>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case. <i>D</i> Signature of Prothonotary or Deputy		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.		

**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 *Howard Broom*

Enter rule upon *Carey, Donald + Lope, Crystal* appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. *2008-1874-CD*) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Howard Broom*

*Crystal Lope + Donald G*  
Signature of appellant or attorney or agent

RULE: To *Carey, Donald + Lope, Crystal* 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 *10-1-08*, 20

*W.A. Shaw*  
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

## COURT OF COMMON PLEAS

Judicial District, County Of

Crawford

## NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-1374-00

## 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 <i>2008-1374-00</i>	MAG. DIST. NO.	NAME OF MDJ
ADDRESS OF APPELLANT	CITY	STATE ZIP CODE
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)	
DOCKET No.	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><i>Signature of Prothonotary or Deputy</i></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

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 *2008-1374-00* Name of appellee(s) appellee(s), to file a complaint in this appeal

(Common Pleas No. *2008-1374-00*) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

*Signature of appellant or attorney or agent*  
Signature of appellant or attorney or agent

RULE: To *2008-1374-00* Name of appellee(s) 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 *10/1/20* 20

*Signature of Prothonotary or Deputy*  
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**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

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**

PLAINTIFF: **BLOOM, HOWARD**  
**BOX 70**  
**ROCKTON, PA 15856**

VS.  
DEFENDANT: **CAREY, DONALD L, ET AL.**  
**125 NICHOL STREET APT/STE A**  
**CLEARFIELD, PA 16830**

**CRYSTAL D. LOPE**  
**125 NICHOL STREET**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**  
Date Filed: **8/08/08**  
CROSS COMPLAINT 001



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/02/08**

☒ Judgment was entered for: (Name) **BLOOM, HOWARD**

☒ Judgment was entered against: (Name) **LOPE, CRYSTAL D**  
in the amount of \$ **4,187.00**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>4,187.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 4,187.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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

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.

**SEP 02 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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

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

PLAINTIFF: **BLOOM, HOWARD**  
**BOX 70**  
**ROCKTON, PA 15856**

VS.  
DEFENDANT: **CAREY, DONALD L, ET AL.**  
**125 NICHOL STREET APT/STE A**  
**CLEARFIELD, PA 16830**

**CRYSTAL D. LOPE**  
**125 NICHOL STREET**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**  
Date Filed: **8/08/08**  
CROSS COMPLAINT 001



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/02/08**

☒ Judgment was entered for: (Name) **BLOOM, HOWARD**

☒ Judgment was entered against: (Name) **CAREY, DONALD L**  
in the amount of \$ **4,187.00**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>4,187.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 4,187.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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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.

**SEP 02 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



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

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**

PLAINTIFF: NAME and ADDRESS  
**CAREY, DONALD L, ET AL.**  
**125 NICHOL STREET APT/STE A**  
**CLEARFIELD, PA 16830**

VS.  
DEFENDANT: NAME and ADDRESS  
**BLOOM, HOWARD**  
**BOX 70**  
**ROCKTON, PA 15856**

**CRYSTAL D. LOPE**  
**125 NICHOL STREET**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**  
Date Filed: **7/08/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT** (Date of Judgment) **9/02/08**

☒ Judgment was entered for: (Name) **BLOOM, HOWARD**

☒ Judgment was entered against: (Name) **CAREY, DONALD L, ET AL.**  
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

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

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SEP 02 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

**FILED**

OCT 01 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

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**

PLAINTIFF: **BLOOM, HOWARD  
BOX 70  
ROCKTON, PA 15856**

VS.  
DEFENDANT: **CAREY, DONALD L, ET AL.  
125 NICHOL STREET APT/STE A  
CLEARFIELD, PA 16830**

**DONALD L. CAREY  
125 NICHOL STREET APT/STE A  
CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**  
Date Filed: **8/08/08**  
CROSS COMPLAINT 001



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/02/08**

☒ Judgment was entered for: (Name) **BLOOM, HOWARD**

☒ Judgment was entered against: (Name) **CAREY, DONALD L**  
in the amount of \$ **4,187.00**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>4,187.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 4,187.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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**SEP 02 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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

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

PLAINTIFF: **BLOOM, HOWARD**  
NAME and ADDRESS  
**BOX 70  
ROCKTON, PA 15856**

VS.  
DEFENDANT: **CAREY, DONALD L, ET AL.**  
NAME and ADDRESS  
**125 NICHOL STREET APT/STE A  
CLEARFIELD, PA 16830**

**DONALD L. CAREY  
125 NICHOL STREET APT/STE A  
CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**  
Date Filed: **8/08/08**  
CROSS COMPLAINT 001



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/02/08**

☒ Judgment was entered for: (Name) **BLOOM, HOWARD**

☒ Judgment was entered against: (Name) **LOPE, CRYSTAL D**  
in the amount of \$ **4,187.00**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>4,187.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>4,187.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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**SEP 02 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.

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

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

SEAL

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  
**CAREY, DONALD L, ET AL.**  
**125 NICHOL STREET APT/STE A**  
**CLEARFIELD, PA 16830**

VS.  
DEFENDANT: NAME and ADDRESS  
**BLOOM, HOWARD**  
**BOX 70**  
**ROCKTON, PA 15856**

**DONALD L. CAREY**  
**125 NICHOL STREET APT/STE A**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**  
Date Filed: **7/08/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR DEFENDANT** (Date of Judgment) **9/02/08**

☒ Judgment was entered for: (Name) **BLOOM, HOWARD**

☒ Judgment was entered against: (Name) **CAREY, DONALD L, ET AL.**  
in the amount of \$ **.00**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

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

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

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**SEP 02 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

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: **BLOOM, HOWARD**  
**BOX 70**  
**ROCKTON, PA 15856**

VS.  
DEFENDANT: **CAREY, DONALD L, ET AL.**  
**125 NICHOL STREET APT/STE A**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**  
Date Filed: **8/08/08**  
CROSS COMPLAINT **001**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **9/02/08**

☒ Judgment was entered for: (Name) **BLOOM, HOWARD**

☒ Judgment was entered against: (Name) **LOPE, CRYSTAL D**  
in the amount of \$ **4,187.00**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>4,187.00</b>
Judgment Costs	\$ <b>.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 4,187.00</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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**FILED**  
**OCT 10 2008**  
William A. Shaw  
Prothonotary/Clerk of Courts

**SEP 02 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.

**OCT 07 2008** Date **Richard A. Ireland**, Magisterial District Judge

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

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dis. 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:

NAME and ADDRESS

**BLOOM, HOWARD  
BOX 70  
ROCKTON, PA 15856**

VS.

DEFENDANT:

NAME and ADDRESS

**CAREY, DONALD L, ET AL.  
125 NICHOL STREET APT/STE A  
CLEARFIELD, PA 16830**

Docket No.: **CV-0000262-08**

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CROSS COMPLAINT 001



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**SEP 02 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.

**OCT 07 2008** Date *Richard A. Ireland*, Magisterial District Judge

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

SEAL

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

HOWARD BLOOM,  
Plaintiff

-vs-

DONALD L. CAREY and  
CRYSTAL LOPE,  
Defendants

\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 2008-1874-CD

Type of Pleading:  
Complaint

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

FILED<sup>2cc</sup>  
OCT 16 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
*Any*  
*Milgrub*  
*GLC*



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

HOWARD BLOOM,

Plaintiff

-vs-

DONALD L. CAREY and

CRYSTAL LOPE,

Defendants

\*

\*

\*

\*

\*

\*

\*

\*

No. 2008-1874-CD

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. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

109 NORTH BRADY STREET  
DUBOIS, PA 15801

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

HOWARD BLCOM,	*	
Plaintiff	*	
	*	
-vs-	*	No. 2008-1874-CD
	*	
DONALD L. CAREY and	*	
CRYSTAL LOPE,	*	
Defendants	*	

COMPLAINT

AND NOW, comes the Plaintiff, Howard Bloom, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Complaint against the Defendants and in support thereof, avers the following:

1. Plaintiff, Howard Bloom, is the legal owner of the Dorey Street Apartments, located at 612 Dorey Street, Clearfield, Clearfield County, Pennsylvania.

2. The Defendants, Donald L. Carey and Crystal Lope, presently residing at 125 Nichols Street, Apartment/Ste. A, Clearfield, Clearfield County, Pennsylvania formerly resided at the Dorey Street Apartments subject to a lease signed June 1, 2006, a copy of which is attached hereto and marked Exhibit "A".

3. Pursuant to Paragraphs 2 and 3 of said lease, the lease was for one year (1) and would then continue for an additional year unless the Defendants provided written notice to

the Plaintiff within sixty days (60) prior to the expiration of said lease.

4. Pursuant to Paragraph 4 of said lease, the Defendants were to pay Three hundred fifty dollars (\$350.00) per month along with a security deposit in the amount of Three hundred fifty dollars (\$350.00).

5. Pursuant to Paragraph 15 of said lease, the Defendants were to surrender the premises in as good order as received, reasonable wear and tear accepted.

6. The Defendants vacated the premises in April of 2008.

7. Upon an examination of said premises, after the Defendants vacated, said premises were in such a state of disrepair that it was necessary for the Plaintiff to clean the premises and make numerous necessary repairs. Attached hereto and marked Exhibit "E" is a list of the necessary repairs to be made, the cost of said material, the labor, and the total amount to be paid.

8. Because the premises was inhabitable, and because Plaintiff did not have the necessary funds to clean and make the necessary repairs, said repairs have been unable to be made and the apartment has not been able to be leased.

9. Until the costs are paid, said premises has not been leased and Plaintiff has lost Three hundred fifty dollars

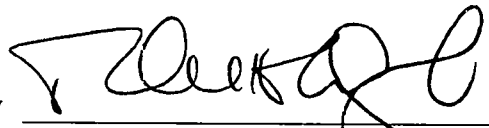
dollars (\$2,450.00) as of this date for the months of April, May, June, July, August, September and October.

10. The total for the materials, tax, and labor minus the security deposit plus the income loss comes to a total of Five thousand nine hundred thirty-seven dollars (\$5,937.00).

11. Despite requests on the part of the Plaintiff for payment of said amount, the Defendants have refused.

WHEREFORE, Plaintiff seeks judgment against the Defendants in the amount of Five thousand nine hundred thirty-seven dollars (\$5,937.00) plus attorney fees and the costs of filing suit.

By



Richard H. Milgrub, Esquire  
Attorney for Plaintiff

AGREEMENT OF LEASE

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of June  
20<sup>06</sup>, by and between Howard E. Bloom, P.O. Box 70  
Rockton, Pennsylvania, 15856, owner of the DOREY STREET -612 Dorey ST.  
APARTMENTS, herinafter referred to as LESSOR. APT. # 1

PRINT NAME

CRYSTAL LOPE  
DAVID CAREY

PRINT NAME

WITNESSETH:

(1). Lessors do herewith let and lease, upon terms and conditions hereinafter contained, ROOM NO. 1 in the apartment Building located at Seventh And Dorey Streets, in the Borough of Clearfield, County of Clearfield, and the State of Pennsylvania, as the DOREY STREET APARTMENTS.

(2). This LEASE shall commence as of the 1<sup>st</sup> day of JUNE  
20<sup>06</sup> and continue, subject to its term of one year.

(3). This lease may be renewed for an additional one year period provided that the LESSEES notify the LESSORS in writing sixty (60) days prior to the expiration of this lease of their intent to renew the lease for an additional year.

EXHIBIT "A"

(4). The Lessees shall pay as rental for said premises in advance, by the first day of each month in which this lease is in effect, the sum of 350.

In addition, at the time of the execution of this lease, the Lessees shall pay to the Lessors a security payment in the amount of 350. Dollars. This

security deposit shall be used to make repairs, other than ordinary wear and tear, which are necessitated by the Lessees use of the premises. In the event no repairs are necessitated, the amount will be returned to the Lessees at the termination of the lease.

(5). The Lessees agree that at the end of each year in which this lease is in effect the Lessors may open this lease and increase the rental to reflect increases in the Lessors' realty taxes, insurance or utilities, or for any other reason deemed necessary by the Lessors necessitated by increased costs of doing business.

(6). Lessees agree that they cannot sublease the premises, nor sign the premises, nor permit any other person to occupy the premises.

(7). Lessees agree that only they and their children, who at this time number 1, are to occupy said premises and under no circumstances shall there be more than two persons to a bedroom.

(8). Lessees agree that the premises shall only be used for residential purposes and in no manner shall they be used for any commercial purposes whatsoever.

(9). Lessees hereby covenant and agree to keep the premises clean, free of rubbish, and in such condition as the Board of Health may require during the term of the lease.

(10). Lessees also covenant and agree to pay their own heat (which at this time is contemplated to be electric heat), electric bill, phone bill, and TV cable bill.

(11). The landlord covenants and agrees to pay for water, <sup>SANITATION</sup> sewage, all remaining utilities, snow removal, maintenance of the parking lot,

(12). The Lessees agree to assume responsibility of cleaning their own apartment and the landlord shall in no manner furnish janitorial services or cleaning services for said apartment.

(13). Lessees agree to perform, fully obey, and comply with all ordinances, rules, regulations, and laws of all public authorities and board of officers related to said premises and further agree not to use or occupy or suffer or permit any person to use or occupy the said premises, or any part thereof, for any purpose or use in violation of any law, statute, or ordinance, whether federal, state, or municipal, during the term of said lease. Lessees specifically covenant and agree not to furnish alcohol to any minors on the premises or to permit minors to drink on the premises or to furnish, use, or let any other person use drugs on the premises.

(14). Lessees covenant and agree to make no alterations to the premises, to paint anything on the walls, to do any painting, or to nail or tape down any rugs. In the event that pictures are hung or rugs are layed, the removal of which will cause any damage to the walls or floors, the Lessors are authorized to retain a necessary portion of the security deposit to make necessary repairs caused by the damage. In the event the repair costs exceed the amount of the security deposit, the Lessees shall be liable for the additional funds necessary to complete said repairs.

(15). The Lessees agree that at the end of the term of the lease to surrender the same in as good as order as they now are, reasonable wear and tear accepted.

(16). As a security for the rent, the Lessees grant, bargain, and sell to the Lessors all property of every kind, on or to be brought on the premises, and whenever rent, or anything reserved as rent, is unpaid, the Lessors may seize or distrain said property, on or off the premises, and sell the same on due legal notice for all rent or other payments due as rent, expenses, etc., and for all rent not due, holding the same as security.

(17). It is further agreed that if said Lessees shall remove, express, or declare an intention to remove any of the goods and chattels from the premises, or if the Lessees shall permit any judgment to be entered against the said Lessees or make an assignment for the benefit of creditors or should any bankruptcy proceedings be begun by or against said Lessees, the rent for the full term shall become immediately due and collectable by distress



or otherwise. And the Lessees hereby confess judgment in favor of the Lessors for the full amount of the rent at any time remaining unpaid, whether the same shall have been due or not, waiving stay of execution, inquisition, and all exemption of laws, with fifteen (15%) percent to be added as attorney's commission for collection.

(18). The Lessees agree that the Lessors, their agents, and other representatives, shall have the right without abatement of rent, to enter into and upon the demised premises, or any part thereof, at all reasonable hours for the purpose of examining the same or for making such repairs or alterations to the demised premises or the building forming or a part of the same as may be necessary for the safety and preservation thereof.

(19). Lessors covenant that Lessees shall enjoy quiet possession of the leased premises during the term of this lease.

(20). In the event the leased premises are damaged for any cause or taken in whole or in part through the exercise of the right of eminent domain, and in the further event that this causes the leased premises to be unsuitable for occupancy, then this lease shall immediately cease and determine and there shall be no obligation upon the Lessees to continue to pay rent or upon the Lessors to rebuild or repair.

(21). In the event Lessors fail to keep any of the covenants herein contained on their part, and in the further event the Lessees give to the Lessors thirty (30) days written notice of

said default, and in the further event Lessors fail during said thirty days' period to rectify said default, then the Lessees may forthwith terminate said lease and the same shall be null and void.

(22). In the event Lessees fail to keep any of the covenants herein contained, or fail to pay the rent as agreed, and in the further event Lessors give to the Lessees thirty (30) days written notice of default, and in the further event Lessees during said thirty (30) days' period fail to rectify said default, then Lessees authorize the Lessors to:

(a). Use any remedy reserved to the Lessors as a landlord by any law now in force or hereafter enacted within the Commonwealth of Pennsylvania, including distraint of the property.

(b). To appear for the Lessees and confess judgment against them in an amicable action of ejectment for the premises leased herein, together with clause of fi. fa. for all rents called for hereunder, including attorney's commission of 15%, and for this purpose Lessees waive the benefit of any law or usage exempting any property for liability for rent or any other defect in the use of this power to confess judgment.

(23). Any notices called for or required under this lease shall be determined to have been received as of the day of sending if deposited in the United States mails, postage prepaid, to the

~~and *Jack* *W. Bloom*~~  
Lessors, in care of <sup>^</sup>HOWARD E. BLOOM, P.O. Box 70 Rockton, Pennsylvania  
15856, and to the Lessees, Room No. 1, at Seventh and Dorey Streets,  
Clearfield, Pennsylvania 16830.

(24). If the premises at any time be deserted or closed, the LESSORS may enter by force, without liability to prosecution action therefore, and may distrain for rent and also re-let the premises, as AGENT of the LESSEES, for any unexpired portion of the term and receive the rent therefore and apply it on this lease.

(25). The LESSORS shall not be liable for any injury or damage to any person or to any property at any time of said premises or building from any cause whatsoever, which may arise from the use or condition of said premises or building or from ice thereon, or from water, rain or snow, which may leak into, issue or flow from same, any part of said building, or from the pipes or plumbing of the same, or from any other place or quarter, or from any other cause, during said term or any renewal thereof.

NOTE

The following conditions or any rules adopted for the premises are to be understood as part of the general lease:

1. No animals or birds of any type shall be kept in or around the premises, except *SMALL Fish tank and or hamster type rodent*
2. Lessees agree to post no bills or erect bill boards and further that they shall not hang anything out of the windows, or place anything in the windows, or paint anything on the windows.

3. Lessees agree to remove all garbage from their apartment and place in the garbage pickup area to be designated by the landlord.

4. None of the entrance doors are to be in any manner propped open or left open. Said doors must be closed and locked at all times.

5. There are to be no obstructions in the hallways such as bikes, kiddy cars, or of the like. A storage area will be provided by the landlord.

6. There shall be no solicitation permitted in the building. Specifically, no tenant shall attempt to sell any other tenant any service nor will the landlord permit any solicitation by outside parties in said apartment building.

7. Lessees agree that no signs of any type are to be placed in any windows or on doors to their apartments.

8. The Lessees agree to be responsible for the conduct of any guests.

9. Lessees agree that they shall not wash their cars in the parking lot, nor shall they make any repairs to any of their cars in the parking lot.

10. No disabled vehicle shall be left in the lot nor may friends park their cars in the lot unless they are guests. In the event this provision is violated, the cars shall be towed away at the owner's expense.

11. There shall be no defacing of the premises or digging in the yard.

12. The Lessees shall not obstruct the sidewalk<sup>OR DUMPSTER</sup> the entrance ways, the hall, the stairways, nor use the same for any purpose other than ingress and egress, nor place any sign or notice on the building, nor permit their children to loiter in the main hall or stairway.

13. Lessees shall furnish<sup>BE</sup> their garbage<sup>SERVICE</sup> with A 2 YD. DUMPSTER IS PLACED OUTSIDE OF BUILDING and at no time shall leave anything lying around in the yard, cellar, or to permit damage to be done that may increase the rate of fire insurance, and no carpet, rug, or other article should be hung or shaken out of any window, and Lessees shall not sweep, throw, or permit to be swept or thrown from the leased premises any dirt or other substance into any other part of said building or outside the building.

14. Lessees, their servants, and guests will not make or commit any improper noises or disturbances in or about the building, nor throw anything whatsoever out of the windows, nor interfere in any way with any other tenants nor their guests.

(15.) Lessees agree that they shall carry Tenants' Liability Insurance and that they will carry fire insurance and other insurance insuring their own personal property.

16. Lessors will furnish light for the main hall and stairways and also sufficient water for ordinary requirements of an apartment, but reserves the right to shut off the same without any abatement of said writ in case of unnecessary waste.

17. LESSEES agree to pay to the LESSORS the amount of Twenty Five (25.00) Dollars as a penalty in the event that any check in the payment of rent is returned for insufficient funds.

18. LESSEES also expressly waive to the LESSORS the benefit of provisions of The Landlord and Tenant Act of 1951 relating to Notices to Quit, and for valuable consideration, covenants and agrees to vacate, remove from or deliver up possession of the said premises at any time upon receiving thirty days' notice so to do, in which case the LESSORS or their assigns may re-enter and take possession thereof. (Sec. 501, 68 P.S. 250.501).

19. LESSEES SHALL BE CHARGED LATE FEE OF \$ 25<sup>00</sup> FOR OVERDUE rent beyond THE 3RD OF EACH MONTH.

IN WITNESS WHEREOF, The Parties hereto have properly executed this agreement the day, and year first above written.

WITNESSED by:

Crystal D. Lopez

Darald G.

Howard E. Bloom (SEAL)

HOWARD E. BLOOM  
and OR

ROSALIE N. BLOOM

\_\_\_\_\_  
Lessee (SE)

\_\_\_\_\_  
Lessee (S)

Revised - 09132001

Rosalie Bloom

	Material	Labor	Total
Carpet:			
Living Room - Hall - Kitchen	\$1103 <sup>00</sup>		\$1103 <sup>00</sup>
Living Room Thermostat	12 <sup>00</sup>	20 <sup>00</sup>	32 <sup>00</sup>
Windows - 2	376 <sup>00</sup>	80 <sup>00</sup>	456 <sup>00</sup>
Hall Closet Door	60 <sup>00</sup>	60 <sup>00</sup>	120 <sup>00</sup>
Wood Baseboard	59 <sup>00</sup>	140 <sup>00</sup>	199 <sup>00</sup>
Screens - 3	93 <sup>00</sup>		93 <sup>00</sup>
Kitchen Cabinet Drawer	10 <sup>00</sup>	50 <sup>00</sup>	60 <sup>00</sup>
Kitchen Cabinet Base	12 <sup>00</sup>	10 <sup>00</sup>	22 <sup>00</sup>
Bathroom Floor	144 <sup>00</sup>	140 <sup>00</sup>	284 <sup>00</sup>
Remove & Replace Fixtures	8 <sup>00</sup>	40 <sup>00</sup>	48 <sup>00</sup>
12 feet rubber base	12 <sup>00</sup>	20 <sup>00</sup>	32 <sup>00</sup>
Repair Tub	200 <sup>00</sup>		200 <sup>00</sup>
Bedroom Carpet	390 <sup>00</sup>		390 <sup>00</sup>
" Carpet Labor		160 <sup>00</sup>	160 <sup>00</sup>
Paneling - 5	132 <sup>00</sup>	160 <sup>00</sup>	292 <sup>00</sup>
Door Latch	10 <sup>00</sup>	10 <sup>00</sup>	20 <sup>00</sup>
Bedroom Baseboard	30 <sup>00</sup>	80 <sup>00</sup>	110 <sup>00</sup>
Hole in Closet	16 <sup>00</sup>	40 <sup>00</sup>	56 <sup>00</sup>

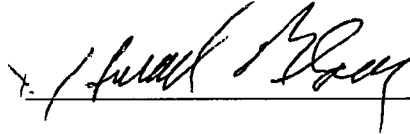
Material	2667 <sup>00</sup>
Tax	160 <sup>00</sup>
Labor	1080 <sup>00</sup>
Income Loss	2450 <sup>00</sup>
	<u>\$6287<sup>00</sup></u>
Security Deposit	- 357 <sup>00</sup>
	<u>\$5937<sup>00</sup></u>

EXHIBIT "B"

VERIFICATION

I, Howard Bloom, verify that the statements in the foregoing 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.

Dated: 10-15-08



THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

—  
109 NORTH BRADY STREET  
DUBOIS, PA 15801



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Howard Bloom

(Plaintiff)

PO Box 70

(Street Address)

Rockton, PA 15856

(City, State ZIP)

CIVIL ACTION

No. 2008-1874-CD

Type of Case: Civil

Type of Pleading: Not guilty

VS.

Donald Carey

(Defendant)

125 Nichols St.

(Street Address)

Clearfield, PA 16830

(City, State ZIP)

Filed on Behalf of:

Donald Carey

(Plaintiff/Defendant)

Donald Carey

(Filed by)

125 Nichols St

(Address)

(814) 765-7246

(Phone)

Donald G

(Signature)

**FILED**

013:35/04  
NOV 19 2008

William A. Shaw  
Prothonotary/Clerk of Courts

To Whom it ~~may concern~~: Howard Bloom 9/2/08

First let me apologize for not being present today, 9-2-08. I am scheduled for work and cannot make it in by 2.

Mr. Bloom stated on more than one occasion that if we wanted to paint we could as long as the colors were lighter and we did not paint any wood. He also stated while on the porch of 612 Dorey Street that we could put new floor down as long as we paid out of pocket and do not deduct it from the rent\*. You can see by the pictures the carpet was indoor/outdoor old carpeting and was layered with mold. We replaced it with tiling and the apartment was greatly improved\*. Since moving however Mr. Bloom will not return our deposit, billed us for damages and tried to press criminal charges on us for making repairs. No charges were persuded and even the officer noted the changes. If you have any questions I am at work 814-745-2137. Thank you and have a good day. Crystal Hope

Suing for:

- Deposit
- Expenses for improvements made
- defamation > Mr. Bloom told our current landlord not to rent to us.
- fraudulently attempting to press criminal charges, even the boro police department did not visually see any damages

My 2yr old and 5yr old sons lived in this apartment where the mold and filth was present in both the apartment and the hallway. The lease states Mr. Bloom is responsible for heating and cleaning of common areas of the building - there was no heat in the common areas and the pictures show the filth. After asking Mr. Bloom we repaired the apartment for the better living and well being of both my asthmatic children. After which Mr. Bloom commented on its visual appeal and never billed us for any damages until we informed him that we needed more space and we found a larger apartment - our lease was no longer valid. I asked for a new lease, per the County Assistance Office, but Mr. Bloom did not give us one, therefore we gave our notice, and moved our belongings.

Deposit  
= \$350.00

Tiling > Living Room, Kitchen + Hallway

\$8.99 per box from Ollies

10 tiles per box

need 13 boxes

= \$116.87 > we also left extra tiles for Mr. Bloom if needed.

Cabinetry > Kitchen - purchased at wal-mart

25 cabinet knobs

47¢ each

= \$11.75

Paint > Living Room, Kitchen, Bathroom, Bedroom

\$9.88 per gallon

- purchased at wal-mart

7 gallons total

= \$69.16

\*Note: Deb, the home health nurse from apartment 3 was present on the porch when Mr. Bloom stated we could make any repairs we wished to make as long as we paid rent which we did - in full each month.

\*Also note: Stanley Phillips and Marsha Abrino both working for Mr. Bloom as "handy" "maintenance" personnel helped with the flooring and paint, then painted their own apartment #2 with the same colors of paint.

Darold G

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1874-CD

HOWARD BLOOM  
vs  
DONALD L. CAREY and CRYSTAL LOPE  
COMPLAINT

SERVICE # 1 OF 2

SERVE BY: 11/15/2008 HEARING: PAGE: 104812

DEFENDANT: DONALD L. CAREY  
ADDRESS: 125 NICHOLS STREET, APT/STE. A  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

ATTEMPTS

FILED  
013:40 AM  
DEC 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
OCCUPIED

**SHERIFF'S RETURN**

NOW, 11/6/08 AT 11:28 AM / PM SERVED THE WITHIN

COMPLAINT ON DONALD L. CAREY, DEFENDANT

BY HANDING TO Donald Carey, self

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

ADDRESS SERVED 125 Nichols st. Apt A. Clearfield Pa

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR DONALD L. CAREY

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO DONALD L. CAREY

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1874-CD

HOWARD BLOOM

vs

DONALD L. CAREY and CRYSTAL LOPE  
COMPLAINT

SERVICE # 2 OF 2

SERVE BY: 11/15/2008 HEARING: PAGE: 104812

DEFENDANT: CRYSTAL LOPE  
ADDRESS: 125 NICHOLS STREET, APT/STE. A  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

FILED

03:40 PM  
DEC 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 11/6/08 AT 11:28 AM ~~PM~~ SERVED THE WITHIN

COMPLAINT ON CRYSTAL LOPE, DEFENDANT

BY HANDING TO Donald Carey, boyfriend

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

ADDRESS SERVED 125 Nichols st. Apt A Clearfield Pa

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR CRYSTAL LOPE

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO CRYSTAL LOPE

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF


BY: Deputy S. Hunter  
Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104812  
NO: 08-1874-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: HOWARD BLOOM  
vs.  
DEFENDANT: DONALD L. CAREY and CRYSTAL LOPE

*S*  
**FILED**  
*03:24 AM*  
**FEB 09 2009**  
  
William A. Shaw  
Prothonotary/Clerk of Courts

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILGRUB	3258	20.00
SHERIFF HAWKINS	MILGRUB	3258	26.42

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008  
\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

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

HOWARD BLOOM,

Plaintiff

-vs-

DONALD L. CAREY and  
CRYSTAL LOPE,

Defendants

\*  
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\*  
\*  
\*

No. 2008-1874-CD

Type of Action:  
Civil

Type of Pleading:  
Motion for Judgment on  
the Pleadings

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

**FILED**

**AUG 11 2009**

William A. Shaw

Prothonotary/Clerk of Courts

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830



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

HOWARD BLOOM,

Plaintiff

-vs-

DONALD L. CAREY and  
CRYSTAL LOPE,

Defendants

\*  
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\*  
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\*

No. 2008-1874-CD

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW, comes the Movant, Howard Bloom, by and through his attorney, Richard H. Milgrub, Esquire, who files the following Motion for Judgment on the Pleadings and in support thereof, avers the following:

1. That the above-captioned matter is an appeal from a District Judge's decision awarding a judgment in favor of Your Movant.

2. The Respondents filed an appeal on October 1, 2008.

3. Your Movant filed a Complaint on October 16, 2008 and service was made on the Respondents on November 6, 2008.

4. On November 19, 2008, the Respondent, Donald Carey, filed an Answers, but no copy was served on Your Movant.

5. Attached to the Respondent's Answer was a written narration dated September 2, 2008 that appears to have been prepared prior to the Complaint being filed on October 16, 2008 and served on the Respondents on November 6, 2008.

6. The Respondent's Answer fails to conform to the Rules of Law and Rules of Civil Procedure and that there are no numbered paragraphs, specificity, or a signed Affidavit.

Furthermore, Your Movant was never served with the Answer and only discovered the fact that the Answer was filed by checking the courthouse records.

7. Your Movant feels that the Respondent's actions evidence a failure to respond and as a result, judgment on the pleadings should be entered and judgment entered in favor of Your Movant.

WHEREFORE, Your Movant respectfully requests that a judgment on the pleadings be entered in favor of Your Movant.

By   
Richard H. Milgrub, Esquire  
Attorney for Plaintiff

I, Howard Bloom, verify that the statements made in the foregoing Motion 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.

Date: 8-10-09

Howard E. Bloom

CA

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

HOWARD BLOOM,

Plaintiff

-vs-

DONALD L. CAREY and  
CRYSTAL LOPE,

Defendants

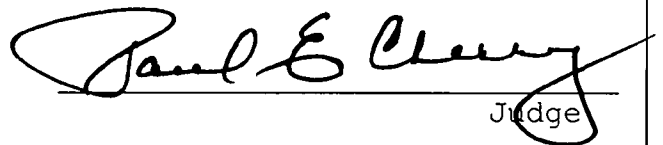
\*  
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\*

No. 2008-1874-CD

ORDER

AND NOW, this 11<sup>th</sup> day of August, 2009, upon  
consideration of the Plaintiff's Motion for Judgment on the  
Pleadings, it is hereby ORDERED and DECREED that a hearing on  
said Motion be scheduled for the 30<sup>th</sup> day of October, 2009  
at 9:00 A.m. in Courtroom 2 of the Clearfield County  
Courthouse, Clearfield, Pennsylvania. 1/2 hour(s) has/have been  
allotted for said hearing.

BY THE COURT:

  
Judge

FILED

AUG 12 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/12/09

☒ You are responsible for serving all appropriate parties.

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

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

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

HOWARD BLOOM,

Plaintiff

-vs-

DONALD L. CAREY and  
CRYSTAL LOPE,

Defendants

\*  
\*  
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\*  
\*  
\*  
\*

No. 2008-1874-CD

Type of Action:  
Civil

Type of Pleading:  
Proof of Service

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

THE LAW OFFICES OF  
RICHARD H. MILGRUB  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

**FILED** NO CC  
OCT 06 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

JOSEPH C. MCGOVERN  
PA STATE CONSTABLE  
727 HIXON RD  
CURWENSVILLE, PA 16333

---

**FROM:** JOSEPH MCGOVERN

**RE:** HEARING FOR: CRYSTAL LOPE 08-1874-CD

**DATE:** 09/24/09

**SERVED:** 08/22/09 @ 1532 HRS

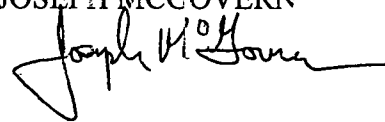
ON THE ABOVE DATE AND TIME, DEFENDANT CRYSTAL LOPE WAS  
SERVED WITH A COURT ORDER TO APPEAR FOR A HEARING ON 10/30/09 @  
9:00 AM IN COURT ROOM 2 BEFORE JUDGE CHERRY

**COST:** \$45.00

**MILEAGE:** 17.1 X .55 = \$9.40

**TOTAL: \$54.40**

THANK YOU,  
STATE CONSTABLE  
JOSEPH MCGOVERN

A handwritten signature in black ink, appearing to read "Joseph McGovern", written over the printed name.

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

HOWARD BLOOM,

Plaintiff

-vs-

DONALD L. CAREY and  
CRYSTAL LOPE,

Defendants

\*  
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\*  
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\*  
\*  
\*

No. 2008-1874-CD

Type of Action:  
Civil

Type of Pleading:  
Proof of Service

Filed on Behalf of:  
Plaintiff

Counsel of Record for this  
Party:

Richard H. Milgrub, Esquire  
Supreme Court I.D. 19865

211 North Second Street  
Clearfield, PA 16830  
(814) 765-1717

**FILED**  
0185530  
OCT 15 2009

William A. Shaw  
Prothonotary/Clerk of Courts



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

**HOWARD BLOOM,**

**Plaintiff**

**No. 2008-1874-CD**

- vs -

**DONALD L. CAREY and CRYSTAL LOPE  
CRYSTAL LOPE**

**AFFIDAVIT OF  
SERVICE**

**Defendants.**

STATE OF NEW YORK)  
COUNTY OF NEW YORK} ss.:

Caswell Bryan, being duly sworn, deposes and says: I am not a party to this action, am  
Over 18 years of age and reside at Yonkers, NY:

On October 8, 2009 at 6:33 p.m. at 3-02 Astoria Boulevard, Apt. 1E Astoria, NY 11102,  
I served the within CERTIFIED COPY OF ORDER and MOTION FOR JUDGMENT  
ON THE PLEADINGS, on DONALD L. CAREY defendant therein named, by  
delivering a true copy of same to LINDA CAREY, a person of suitable age and discretion  
at the defendant's actual place of residence.

On October 9, 2009, I mailed a copy of the above documents to the defendant at 3-02  
Astoria Blvd. Astoria, NY 11102, his actual place of residence by enclosing it in an  
envelope, postage prepaid, and depositing it in an official depository under the exclusive  
care and custody of the United States Postal Service within New York State. The  
envelope bore the legend "Personal and Confidential" and did not indicate on the outside  
thereof, by return address or otherwise, that the communication was from an attorney or  
concerned an action against the defendant.

The person served is a black female, black hair, 40-50 years old, 5'7"-5'9" in height,  
175-185 pounds.

I also made attempts on Oct 5, 2009 at 5:40 p.m.  
Oct 6, 2009 at 3:34 p.m.  
Oct. 7, 2009 at 8:02 pm.

*Caswell Bryan*  
Caswell Bryan  
License No. 846846

Sworn to before me this  
9<sup>th</sup> day of October 2009

*Bruce Lazarus*  
NOTARY PUBLIC

BRUCE LAZARUS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 011A4990593  
Qualified in Westchester County  
My Commission Expires January 13, 2010



**EASE**

139 Fulton Street Suite 1013, New York, NY 10038  
P: 212-393-9070 800-393-1277 www.legaleaseinc.com

125 Nichols St., Apt. A  
Clearfield, PA 16830

FILED

NOV 02 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 11/2/09

     You are responsible for serving all appropriate parties.

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

     Plaintiff(s) X Plaintiff(s) Attorney      Other

X Defendant(s)      Defendant(s) Attorney

     Special Instructions: