

08-2364-CD
Bryant Jenkins vs Christopher Naumann

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

CLEARFIELD

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT/Clerk of Courts

FILED

DEC 09 2008

William A. Shaw

COMMON PLEAS No. 2008-2364-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 Bryant M. Jenkins		MAG. DIST. NO. 46-3-01	NAME OF MDJ Patrick N. Ford	
ADDRESS OF APPELLANT 201 Forest Ave.		CITY Dubois	STATE PA	ZIP CODE 15801
DATE OF JUDGMENT 12-2-08	IN THE CASE OF (Plaintiff) Bryant M. Jenkins		(Defendant) Christopher Naumann	
DOCKET No. CV-0000526-08		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT Bryant M. Jenkins		
<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>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>				
_____ Signature of Prothonotary or Deputy				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

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

Signature of appellant or attorney or agent

RULE: To _____ 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 _____, 20____

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

CLEARFIELD

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 2008-2364-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 Bryant M. Jenkins		MAG. DIST. NO. 46-3-01	NAME OF MDJ Patrick N. Ford	
ADDRESS OF APPELLANT 201 Forest Ave.		CITY Dubois	STATE PA	ZIP CODE 15801
DATE OF JUDGMENT 12-2-08	IN THE CASE OF (Plaintiff) Bryant M. Jenkins		(Defendant) Christopher Naumann	
DOCKET No. CV-0000526-08		SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT Bryant M. Jenkins		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

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

Signature of appellant or attorney or agent

RULE: To _____ 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 _____, 20____

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.:

46-3-01

MDJ Name: Hon.

PATRICK N. FORD

Address: **309 MAPLE AVENUE**

PO BOX 452

DUBOIS, PA

Telephone: **(814) 371-5321 15801**

PLAINTIFF:

NAME and ADDRESS

JENKINS, BRYANT M
201 FOREST AVE.
DUBOIS, PA 15801

VS.

DEFENDANT:

NAME and ADDRESS

NAUMANN, CHRISTOPHER
503 KNARR STREET
DUBOIS, PA 15801

BRYANT M. JENKINS
201 FOREST AVE.
DUBOIS, PA 15801

Docket No.: **CV-0000526-08**
Date Filed: **11/04/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT** (Date of Judgment) **12/02/08**

☒ Judgment was entered for: (Name) **NAUMANN, CHRISTOPHER**

☒ Judgment was entered against: (Name) **JENKINS, BRYANT M**
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	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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

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

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

12-2-08 Date **Patrick N. Ford-RNF**, 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

Mag. Dist. No.: **46-3-01**
MDJ Name: Hon.
PATRICK N. FORD
Address: **309 MAPLE AVENUE**
PO BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

PATRICK N. FORD
309 MAPLE AVENUE
PO BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:
JENKINS, BRYANT M
201 FOREST AVE.
DUBOIS, PA 15801

NAME and ADDRESS

FILED
m/12.02/08
DEC 12 2008

vs. **5**

DEFENDANT:
NAUMANN, CHRISTOPHER
503 KNARR STREET
DUBOIS, PA 15801

NAME and ADDRESS

William A. Shaw
Prothonotary/Clerk of Courts

Docket No.: **CV-0000526-08**
Date Filed: **11/04/08**



2008-2364-CV

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT** (Date of Judgment) **12/02/08**

☒ Judgment was entered for: (Name) **NAUMANN, CHRISTOPHER**

☒ Judgment was entered against: (Name) **JENKINS, BRYANT M**
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	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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

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

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

12-2-08 Date **Patrick N. Ford pnf**, 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
DEC 12 2008
Prothonotary/Clerk of Courts
William A. Shaw

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

Bryant M. Jenkins

Plaintiff/Appellant

Vs.

Christopher Naumann

Defendant/Appellee

District Justice Appeal
CASE NO. 2008-2364-CD

Type of Pleading:
COMPLAINT

Filed on Behalf of
PLAINTIFF

Plaintiff's Address:
201 Forest Ave.
DuBois, PA 15801
814-771-2412

S
FILED *acc*
m/11:15 am *PH*
DEC 24 2008
(LN)

William A. Shaw
Prothonotary/Clerk of Courts

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

Bryant M. Jenkins

Plaintiff/Appellant

District Justice Appeal
CASE NO. 2008-2364-CD

Vs.

Christopher Naumann

Defendant/Appellee

Type of Pleading:
COMPLAINT

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed in the Complaint 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
230 East Market St.
Clearfield, PA 16830
814-765-2614, extension 1300

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

Bryant M. Jenkins

Plaintiff/Appellant

District Justice Appeal
CASE NO. 2008-2364-CD

Vs.

Christopher Naumann

Defendant/Appellee

Type of Pleading:
COMPLAINT

COMPLAINT

NOW, comes the Plaintiff, Bryant M. Jenkins, who avers
as follows:

1. Bryant M. Jenkins is an adult individual whose address is 201 Forest Ave., DuBois, Pennsylvania 15801.
2. Defendant is Christopher Naumann, an adult individual whose address is 503 Knarr Street, DuBois, Pennsylvania 15801
3. For approximately two years, the Defendant was a tenant under an oral lease at Plaintiff's property (201 Forest Ave. DuBois, Pennsylvania 15801).
4. In accordance with the oral lease, Defendant was responsible for paying all Utility bills including water and sewage bills.
5. In accordance with the oral lease, Defendant was aware that any improvements, including painting, carpeting, etc. made to the rented property would be made at his own expense and not refundable.

6. Prior to Defendant's oral lease being terminated, Plaintiff made a cursory examination of the rental property, and told Defendant he would "knock-off" two hundred (\$200.00) dollars from the final current sewage bill to offset the cost of carpeting Defendant had installed.

7. Plaintiff terminated Defendant's oral lease, and Defendant vacated the rental property on June 30, 2008.

8. Plaintiff took possession of the rental property on July 1, 2008 and received a sewage bill for the billing period 04/01 - 06/30 2008 (copy attached hereto marked exhibit "A"), along with a balance from the previous quarter ending 03/31/2008

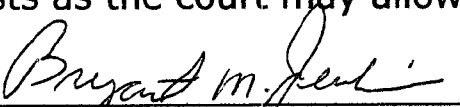
9. This sewage bill was Defendant's responsibility under the oral lease, and Plaintiff contacted the Defendant for payment of the bill.

10. Defendant refused to pay the bill.

11. Plaintiff has paid over three hundred (\$300.00) dollars to clean the rental property, remove debris and animal feces which made the carpet unusable and was removed from the property.

12. As a result of the Defendant's refusal to pay, Plaintiff has lost time from work pursuing this claim, in addition to paying the full sewage bill, and costs related to this action.


WHEREFORE, Plaintiff demands judgment against Defendant in the amount of four hundred fifty-six (\$456.00) dollars, plus interest, court costs and such other reasonable costs as the court may allow.


Bryant M. Jenkins
PLAINTIFF

COMPLAINT - VERIFICATION

VERIFICATION

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


PLAINTIFF

SANDY TOWNSHIP MUNICIPAL AUTHORITY
P.O. BOX 443
DUBOIS, PA 15801

IFBAP RETURN SERVICE REQUESTED

PLEASE NOTE: OUR REMITTANCE ADDRESS HAS CHANGED.

PRE-SORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
DUBOIS, PA
PERMIT NO. 412

BRYANT M. JENKINS
C/O CAROL SCHUTZ
3158 AIRPORT RD
FALLS CREEK PA 15840

ACCOUNT NUMBER	BILLING PERIOD	READING FROM	READING TO	USAGE
03732-S	04/01 - 06/30	679	692	13000
03/31/2008	Previous Balance			215.25
06/09/2008	Late Charge			10.76
06/09/2008	Interest			1.08
06/30/2008	Sewer			154.70
06/30/2008	Maintenance Charge			36.75

SANDY TOWNSHIP
MUNICIPAL AUTHORITY

P.O. BOX 443
DUBOIS, PA 15801

OFFICE HOURS:
MONDAY-FRIDAY
8:00 a.m. - 4:30 p.m.

PHONE:
814-371-4220

- NOTIFY IF VACANT/WATER OFF
- To avoid penalty payment must be received by Due Date.
- 5% penalty added after Due Date
- 1/2% interest per month
- No exoneration for failure to receive a bill.

PAY AFTER DUE DATE	DUE DATE	AMOUNT DUE
441.56	08/28/2008	418.54

IN THE COURT OF THE COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

Bryant M Jenkins
Plaintiff/appellant

Vs.

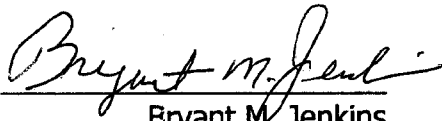
District Justice Appeal
CASE NO. 2008-2364-CD

Christopher Naumann
Defendant/Appellee

CERTIFICATE OF SERVICE

I, Bryant M. Jenkins, Plaintiff above named, do hereby certify that on the 29th day of December, 2008, I caused a certified copy of the Complaint to be mailed, first class – delivery confirmation - postage prepaid, to the Defendant at his address as follows:

Christopher Naumann
503 Knarr Street
DuBois, PA 15801


Bryant M. Jenkins

FILED No cc
DEC 30 2008 (611)

William A. Shaw
Prothonotary/Clerk of Courts

FILED

DEC 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY,
PENNSYLVANIA

Bryant M. Jenkins
Plaintiff/Appellant

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Docket No. 208-2364-CD

**Answer, New matter, and
Counter Claim**

Christopher C. Naumann
Defendant/Appellee

Filed by Defendant
Pro Se

FILED acc
013:1680 Def.
JAN 05 2009

5 William A. Shaw
Prothonotary/Clerk of Courts

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

Bryant M. Jenkins
Plaintiff/Appellant

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Docket No. 208-2364-CD

Christopher C. Naumann
Defendant/Appellee

Filed by Defendant
Pro Se

NOTICE TO DEFEND

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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. 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
230 East Market St.
Clearfield, PA 16830
814-765-2614

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

Bryant M. Jenkins
Plaintiff/Appellant

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Docket No. 208-2364-CD

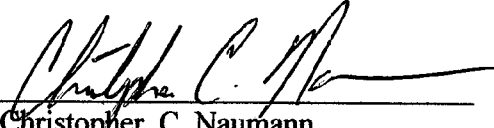
Christopher C. Naumann
Defendant/Appellee

Filed by Defendant
Pro Se

NOTICE TO PLEAD

To: Plaintiff, Bryant M. Jenkins

You are notified to Plead to the enclosed New Matter and CounterClaim within
twenty (20) days from the date of service or a judgement may be entered against you.



Christopher. C. Naumann
Pro Se

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

Bryant M. Jenkins
Plaintiff/Appellant

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Docket No. 208-2364-CD

**Answer, New matter, and
Counter Claim**

Christopher C. Naumann
Defendant/Appellee

Filed by Defendant
Pro Se

ANSWER AND NEW MATTER

**Now comes the Defendant Christopher C. Naumann, Pro Se, who files the
following Answer, New Matter and Counter Claim and avers as follows.**

ANSWER

1. Admitted
2. Admitted
3. Denied. Strict proof demanded at trial.
4. Admitted in part and denied in part. Defendant paid utility bills, however
the water and sewage bills were never transferred into his name, or mailed to
the residence. Strict proof demanded at trial.
5. Denied. The improvement of the property was never discussed.
6. Admitted in part and denied in part. Plaintiff examined the property and
told Defendant that he would pay the final sewage bill in exchange for the
carpet.
7. Denied. Defendant vacated the property on June, 29, 2008, after being
harassed by the Plaintiff.

8. Neither admitted or denied. Defendant has no knowledge of what Plaintiff did once Defendant vacated the property.
9. Admitted in part and denied in part. Defendant assumed that Plaintiff would pay the final sewage bill in accordance to the oral agreement that they had discussed. On or about October 25, 2008 Plaintiff did attempt to retrieve payment by harassing Defendant at his new place of residence and refusing to leave until Defendant stated that he would call the police.
10. Admitted
11. Neither admitted or denied. Defendant has no knowledge of what Plaintiff did once Defendant vacated the property.
12. Neither admitted or denied. Plaintiff failed to appear for Docket No. CV-0000526-08 on December 2, 2008, therefore, Defendant believes that Plaintiff did not have to miss work. However, Defendant had to miss work for this hearing.

WHEREFORE, Defendant Christopher C. Naumann prays this Honorable Court Dismiss the lawsuit file by the Plaintiff against him.

NEW MATTER

13. Defendant never entered into any type of lease agreement with Plaintiff.
13. Defendant lived at 201 Forest. Avenue, DuBois, Pennsylvania for a period of nearly three years beginning on or about July 20, 2005.
14. Defendant dealt with Carol Shultz regarding the residence.
15. Defendant was first introduced to Plaintiff Bryant Jenkins on or about August

7, 2007, When Plaintiff stated that he was returning to the area and would require Defendant to move from the residence at some time in the up coming months.

16. From September, 2007, to March 2008 Plaintiff would harass defendant by telephone or by simply "showing up" at the door of the residence to inform Defendant that he did not need to move during that month.
17. On or about March 1, 2008 Plaintiff told Defendant that he would allow Defendant to reside in the residence until his children finished the school year.
18. On or about June 1 ,2008 Plaintiff told Defendant that he would need to vacate the 201 Forest Avenue residence on June 30, 2008. At this time Plaintiff entered residence with the permission of the Defendant and examined the condition of the property. This was the first time Plaintiff has Inspected the house since Defendant had resided there.
19. During the course of the examination Plaintiff remarked on "how nice the carpet looked," and asked Defendant if he intended to leave the carpet when he vacated the residence. The carpet was purchased and installed at a cost of \$772.47 to the Defendant. Plaintiff offered to pay the final water and sewage bill in exchange for Defendant leaving the carpet in the residence. Defendant agreed to leave the carpet.
20. On or about June 15, 2008, Plaintiff Served Defendant with a 15 day eviction notice. Plaintiff again entered the residence accompanied by a woman

introduced to Defendant as a cleaning lady and the husband of Carol Schutz.

A walk thru of the residence was preformed by the Plaintiff and his associates. After examining the entire residence the Plaintiff told Defendant that the residence was in good condition.

21. On or about June 29, 2008, Plaintiff entered the residence with the company of Mr. Schutz without the Defendant's knowledge or permission. When Defendant arrived back at the residence and discovered Plaintiff had illegally entered his home, an argument ensued. Knowing that this was the Defendants last day at the residence, at no time during this discussion did the Plaintiff ask the Defendant for any type of payment towards any outstanding water and sewage bill or a forwarding address . The Sandy Township Police were called and responded to the scene. The Police informed the Plaintiff that he had no right to be in the residence without the permission of the Defendant, and he needed to leave the property.

22. On or about June 29, 2008, Defendant removed all personal possessions from the property except the carpets, as per the oral agreement with the Plaintiff.

WHEREFORE, The Defendant seeks dismissal of the lawsuit filed against him by the Plaintiff herein.

CONTERCLAIM

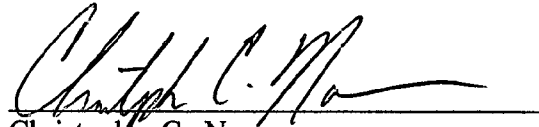
23. Defendant has lost in excess of \$700.00 since leaving the carpets in the residence as per the oral agreement between Plaintiff and Defendant. Defendant was prepared to remove the carpets, along with all his other

possessions from the residence when he vacated.

24. Defendant has and may continue to miss work to defend himself in this lawsuit.

WHEREFORE, The Defendant, Christopher Naumann, in his capacity as a counterclaim Plaintiff, seeks this Court award him compensatory damages for missed employment and loss of personal property in and amount in excess of \$800.00.

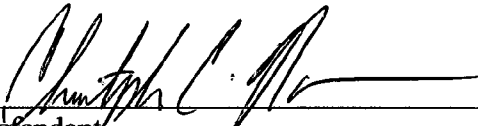
Respectfully Submitted



Christopher C. Naumann
Pro Se

VERIFICATION

I Christopher C. Naumann, do hereby verify that the statements made in the foregoing document are true and correct to the best of my knowledge. I understand that the statements herein are made subject to Penalties of 18 Pa. C.S. Section 4904, relating to Unsworn Falsification to Authorities.


Defendant

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

Bryant M. Jenkins
Plaintiff/Appellant

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Docket No. 208-2364-CD

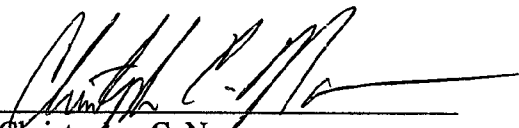
Christopher C. Naumann
Defendant/Appellee

Filed by Defendant
Pro Se

CERTIFICATE OF SERVICE

I, Christopher C, Naumann, Pro se, do hereby certify that a true and correct copy of the Answer, New Matter, and Counterclaim was served on the Plaintiff Bryant M Jenkins this 5th day of January, 2009 by First Class Mail, US Postage prepaid at the following address.

Bryant M. Jenkins
201 Forest Avenue
DuBois, PA 15801



Christopher C. Naumann
Pro se

FILED

JAN 05 2009

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

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

Bryant M. Jenkins
Plaintiff/Appellant

District Justice Appeal
CASE NO. 2008-2364-CD

Vs.

Christopher Naumann
Defendant/Appellee

Filed by Plaintiff

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03:11 PM
JAN 23 2009 Piff
William A. Shaw
Prothonotary/Clerk of Courts 610

NOTICE

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

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

Court Administrator
Clearfield County Courthouse
230 East Market St.
Clearfield, PA 16830
814-765-2614, extension 1300

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

Bryant M. Jenkins
Plaintiff/Appellant

District Justice Appeal
CASE NO. 2008-2364-CD

Vs.

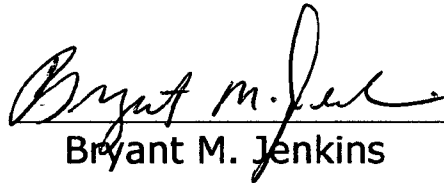
Christopher Naumann
Defendant/Appellee

Filed by Plaintiff

NOTICE TO PLEAD

To: Defendant, Christopher C. Naumann

You are notified to plead to the enclosed Response to New Matter and Counter Claim within twenty (20) Days from the date of service or a judgment may be entered against you.


Bryant M. Jenkins

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

Bryant M. Jenkins

Plaintiff/Appellant

District Justice Appeal
CASE NO. 2008-2364-CD

Vs.

Christopher Naumann

Defendant/Appellee

Type of Pleading:
Response to New Matter,
Counter Claim

Filed by
PLAINTIFF

PLAINTIFFS RESPONSE TO DEFENDANTS NEW MATTER

**Now comes the Plaintiff Bryant Jenkins, who files the
response to new matter.**

13. Defendant entered into an oral lease agreement with Carol Schutz who was Plaintiffs Power of Attorney. Defendant was informed of this by Carol Schutz when agreement was made to occupy the residence.

13. Admitted

14. Defendant entered into an oral lease agreement with Carol Schutz who was Plaintiffs Power of Attorney. Defendant was informed of this by Carol Schutz when agreement was made to occupy the residence.

15. Admitted

16. Denied. Plaintiff began an ongoing discussion with Defendant regarding when Defendant would be ready to vacate the premises. Plaintiff was cordial to Defendant and at no time did Plaintiff harass Defendant.

17. Admitted. Plaintiff, although ready to move back to residence, allowed Defendant to remain on the property until his children completed the current school year.

18. Admitted in part, denied in part. It is admitted that Plaintiff gave Defendant notice to vacate the premises effective June 30, 2008. It is denied that Plaintiff thoroughly examined the residence due to furniture and belongings still in residence. Strict proof is demanded at time of trial.

19. Denied. Plaintiff at no time ever agreed to pay Defendants water/sewage bill in exchange for carpeting. Additionally, Plaintiff did not ask Defendant if he intended to leave the carpet. Strict proof is demanded at time of trial.

20. Denied. Plaintiff served Defendant with a 30 day eviction notice as Defendant expressed reluctance to vacate the premises after having previously agreed to vacate same. No inspection was made by anyone.

21. Denied. Plaintiff knocked on door, got no answer, then found door unlocked. Plaintiff opened door to call Defendant, got no answer so Plaintiff left. Plaintiff had not received water/sewage bill from Carol Schutz at that time.

22. Denied. Defendant vacated the premises effective June 30, 2008. Defendant left carpet because they were too filthy to remove.

WHEREFORE, Plaintiff asks that Defendant be held liable for agreed payment of water/sewage bill as stated in the complaint.

PLAINTIFFS COUNTERCLAIM

Plaintiff incorporates by reference paragraphs 1-12 of the Complaint, as if the same was set forth here in full.

13. As a result of Defendants leaving the property uninhabitable, Plaintiff had to have Kim Marshall to clean the residence and maintenance the yard which cost Plaintiff \$320.00.

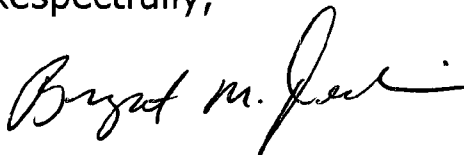
14. As a result of Defendant leaving the premises filthy and full of debris, trash, etc., Plaintiff had to hire Jim Schutz to remove same, including the carpeting and padding. The cost for this was \$150.00.

15. As a result of Defendant having wrongfully removed fixtures from the property, including all electrical outlet covers and the medicine cabinet from the bathroom, Plaintiff will incur replacement expenses in excess of \$150.00.

16. As a result of Defendants refusal to pay, Plaintiff has missed 3 (three) days of work, for a total of \$600.00.

WHEREFORE, Plaintiff counterclaims against Defendant for these losses and seeks additional judgment in the amount of \$1070.00

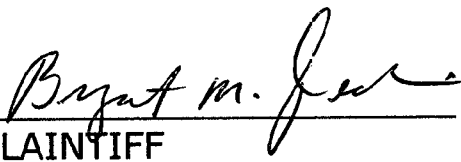
Respectfully,

A handwritten signature in cursive script, appearing to read "Bryant M. Jenkins".

Bryant M Jenkins

VERIFICATION

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


PLAINTIFF

FILED

JAN 23 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF THE COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

Bryant M Jenkins
Plaintiff/appellant

Vs.

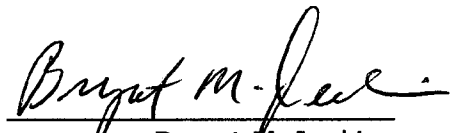
District Justice Appeal
CASE NO. 2008-2364-CD

Christopher Naumann
Defendant/Appellee

CERTIFICATE OF SERVICE

I, Bryant M. Jenkins, Plaintiff above named, do hereby certify that on the 23rd day of January, 2009, I caused a certified copy of the Response to new matter and Counter Claim, to be mailed, first class, postage prepaid, to the Defendant at his address as follows:

Christopher Naumann
503 Knarr Street
DuBois, PA 15801


Bryant M. Jenkins

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5
William A. Shaw
Prothonotary/Clerk of Courts (610)

JAN 23 2009

William A. Shaw
Prothonotary/Clerk of Courts

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Bryant M. Jenkins
(Plaintiff)

201 Forest
(Street Address)

Dubois, PA 15801
(City, State ZIP)

CIVIL ACTION

District Justice Appeal

No. 2008-2364-CD

Type of Case: Landlord/Tenant

Type of Pleading: Certificate of Readiness

VS.

Filed on Behalf of:

Christopher Naumann
(Defendant)

Bryant Jenkins
(Plaintiff/~~Defendant~~)

503 Knarr Street
(Street Address)

Dubois, PA 1580
(City, State ZIP)

Bryant M. Jenkins
(Filed by)

201 Forest Ave., Dubois, PA
(Address)

814-771-2412
(Phone)

FILED NoCC

APR 13 2009

William A. Shaw
Prothonotary/Clerk of Courts

(610)

Bryant M. Jenkins
(Signature)

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Bryant M. Jenkins
201 Forest Ave.
Dubois, PA 15801

Case Number: 2008-2364-CD

Defendant(s): Christopher Neumann
503 Knarr Street
Dubois, PA 15801

To the Prothonotary:

Arbitration Limit: _____

Type Trial Requested: Non Jury

_____ Non-Jury

X Arbitration

Estimated Trial Time: 3 Hours

Jury Demand Filed By: N/A

Date Jury Demand Filed: N/A

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

(Signature)

(Date)

For the Plaintiff: Bryant M. Jenkins 814-771-2412 Telephone Number

For the Defendant: _____ Telephone Number

For Additional Defendant: _____ Telephone Number

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

Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

CA

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

BRYANT M. JENKINS

vs.

CHRISTOPHER NAUMNANN

:
:
:
: No. 08-2364-CD
:
:

ORDER

NOW, this 15th day of June, 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, June 23, 2009 at 1:00 P.M.** in the Conference/Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Michael P. Yeager, Esquire, Chairman

John Sughrue, Esquire


Blaise Ferrarccio, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

FILED 600
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JUN 15 2009

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

FILED

JUN 15 2009

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

6/23
Arb

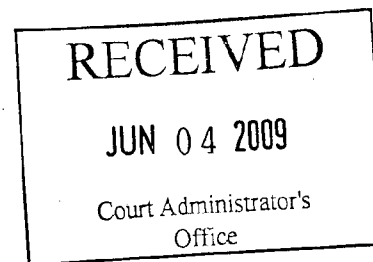
**IN THE COURT OF THE COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

BRYANT M JENKINS
Plaintiff/Appellant

DISTRICT JUSTICE APPEAL
Case # 2008-2364-CD

Vs.

CHRISTOPHER NAUMAN
Defendant/ Appellee



PLAINTIFFS PRE-TRIAL STATEMENT

Plaintiff's residence, 201 Forest Avenue DuBois, PA 15801, was rented to the Defendant by Carol Schutz, Plaintiff's power of Attorney at all time relevant hereto under the terms of the oral lease agreement, Defendant was responsible for payment of all utilities, including water/sewage bills at the rental property. Defendant paid all the utility bills during his two year tenancy with the exception of the final water/sewage bill.

Prior to Defendant taking possession of the rental property, Carol Schutz explained to Defendant that any improvements Defendant made to the property would be at the Defendants own expense and would be non-refundable.

The Defendant installed carpeting in the property, and after a cursory examination of the general appearance of the carpet, Plaintiff told Defendant he would "knock off" \$200.00 from the Defendants current final water/sewage bill.

The Defendant was later evicted from the property on June 30, 2008. Plaintiff took possession of the property on July 1, 2008, and received a water/sewage bill in the amount of \$441.56, for period 04/01/08 to 06/30/08.

Defendant left no forwarding address. Plaintiff eventually located Defendants new residence and requested payment of the final water/sewage bill, less \$200.00. Defendant refuses to pay the bill and continues to refuse payment.

The Defendant contends that the Plaintiff told him that the Plaintiff would pay final water/sewage bill if Defendant left the carpet when Defendant vacated the property. Plaintiff flatly denies this contention. Additionally, Defendant, in his answer to Plaintiff's Complaint, denies the existence of an oral lease-agreement. However, in his New Matter, Defendant admits to occupying the property "for a period of nearly three years beginning on or about July 20, 2005".

Plaintiff, at the time of the trial, will introduce written and oral evidence regarding oral lease agreement between Plaintiff and Defendant.

Aside from the oral contract between Plaintiff and Defendant, Plaintiff attempted to make a separate oral contract between Plaintiff and Defendant with regard to the carpeting. However, since neither Plaintiff nor Defendant can prove the terms of the contract with respect to the carpeting, the attempted contract cannot stand. In Riddick v. Kraft, 745F. Supp. 296, 1990, the United States District Court held that the "existence and terms of oral contract must be established by clear and precise evidence". Further, "to establish the existence of an agreement one must show that: 1) both parties have manifested an intention to be bound by the terms of the agreement; 2) the terms of the agreement are sufficiently definite to be specifically enforced; and, 3) there is mutuality of consideration." Redick v. Kraft, Inc., cited above, page 300.

In the Plaintiffs case, the parties both expressed an intention to be bound by the terms regarding the carpeting. However the terms of the contract are unclear and insufficiently definite to be specifically enforced, and there is no mutuality of consideration as the carpet in question was too filthy to be retained by the Plaintiff and was thrown out for trash removal. In fact, Defendant remains unjustly enriched per oral lease agreement as he has used the water/sewage utility without having paid for same to Plaintiffs financial detriment.

In Chesney v. Stevens, 644 A 2d 1240 (1994), the superior Court of Pennsylvania held that when a Plaintiff proves his case and unjust enrichment is to have been received by the Defendant, a contract is established between the parties. "This contract, referred to as either a quasi-contract or a contract implied in law, requires the Defendant pay the Plaintiff the value of the benefits conferred, i.e. that the Defendant makes restitution to the Plaintiff." Chesney, pages 1244, 1245.

CITATIONS

Redick v. Kraft, 745 F. Supp. 296 (1990).

Chesney v. Stevens, 644 A.2d 1240 (Pa Super. 1994).

Statement of Damages

1. Sandy Township Municipal Authority Utility Bill for the period: April 1, 2008 to June 30, 2008.....	\$441.56
2. Notice of Appeal.....	\$ 64.00
3. Filing Fees.....	\$ 95.00
4. Legal Documents Preparation, Postage and related Expenses.....	\$175.00
5. Trash removal from Property.....	\$150.00
6. Cleaning Services.....	\$300.00

WITNESS LIST

Carol Schutz

Kim Marshall

Susan Yonushonis

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

BRYANT M JENKINS
Plaintiff/Appellant

DISTRICT JUSTICE APPEAL
Case # 2008-2364-CD

Vs.

CHRISTOPHER NAUMAN
Defendant/ Appellee

RECEIVED

JUN 04 2009

Court Administrator's
Office

PLAINTIFFS PRE-TRIAL STATEMENT

Plaintiff's residence, 201 Forest Avenue DuBois, PA 15801, was rented to the Defendant by Carol Schutz, Plaintiffs power of Attorney at all time relevant hereto under the terms of the oral lease agreement, Defendant was responsible for payment of all utilities, including water/sewage bills at the rental property. Defendant paid all the utility bills during his two year tenancy with the exception of the final water/sewage bill.

Prior to Defendant taking possession of the rental property, Carol Schutz explained to Defendant that any improvements Defendant made to the property would be at the Defendants own expense and would be non-refundable.

The Defendant installed carpeting in the property, and after a cursory examination of the general appearance of the carpet, Plaintiff told Defendant he would "knock off" \$200.00 from the Defendants current final water/sewage bill.

The Defendant was later evicted from the property on June 30, 2008. Plaintiff took possession of the property on July 1, 2008, and received a water/sewage bill in the amount of \$441.56, for period 04/01/08 to 06/30/08.

Defendant left no forwarding address. Plaintiff eventually located Defendants new residence and requested payment of the final water/sewage bill, less \$200.00. Defendant refuses to pay the bill and continues to refuse payment.

The Defendant contends that the Plaintiff told him that the Plaintiff would pay final water/sewage bill if Defendant left the carpet when Defendant vacated the property. Plaintiff flatly denies this contention. Additionally, Defendant, in his answer to Plaintiffs Complaint, denies the existence of an oral lease agreement. However, in his New Matter, Defendant admits to occupying the property "for a period of nearly three years beginning on or about July 20, 2005".

4/23
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**IN THE COURT OF THE COMMON PLEAS
CLEARFIELD COUNTY, PENNSYLVANIA**

BRYANT M JENKINS
Plaintiff/ Appellant

DISTRICT JUSTICE APPEAL
Case #2008-2364-CD

Vs.

CHRISTOPHER NAUMANN
Defendant/ Appellee

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JUN 17 2009

Court Administrator's
Office

DEFENDANTS PRE-TRIAL STATEMENT

Defendant resided at 201 Forest Avenue, DuBois, PA 15801 for a period of three years beginning in July of 2005. Defendant dealt with Carol Shutz regarding the rental of the property. No written lease was provided nor was there any discussion with the legal owner of the property regarding terms of the rental.

Once taking occupancy of the residence defendant improved the condition of the home by installing new carpeting in the living room, dining room, and two bedrooms, at a cost of \$772.47.

In August of 2007, the Plaintiff first introduced himself as the owner of the property and informed the defendant that he would need to vacate the property but could not give the defendant a specific date.

On or about June 1, 2008, the Plaintiff entered the residence with permission of the Defendant. He informed the Defendant that he would need to vacate at the end of the month. At this time the Plaintiff examined the condition of the home and offered to pay the final water/sewage bill in exchange for the Defendant leaving the carpeting.

Defendant vacated residence on June 29, 2008, and removed all his possessions from the property except the carpeting, per the oral agreement made with the Plaintiff. Plaintiff never asked the Defendant for a forwarding address.

On or about October 24, 2008, the Plaintiff arrived at the Defendant's new residence and demanded the Defendant pay the entire final water/sewage bill. The Defendant refused.

Statement of Damages

1. Cost of Carpeting..... \$772.47
2. Lost Wages\$300.00
3. Legal Documents Preparation, Postage, and Related Expenses.....\$150.00

WITNESS LIST

Erin Naumann

Kristin Naumann

Robin Naumann

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Bryant M. Jenkins
vs.
Christopher Naumann

No. 2008-02364-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 23rd day of June, 2009, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Michael P. Yeager, Esq.

John Sughrue, Esq.
Blaise Ferraraccio, Esq.

Michael P. Yeager
Chairman
John Sughrue
Blaise J. Ferraraccio

Sworn to and subscribed before me this
June 23, 2009

William A. Shaw
Prothonotary

FILED Notice to
Diff and Def.
0/4:4281
JUN 23 2009 mailed 6/23/09.

AWARD OF ARBITRATORS

Now, this 23rd day of June, 2009, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: *In favor of Plaintiff and against Defendant in the amount of \$527.09 for Plaintiff's claims; and also in favor of Plaintiff and against Defendant relative to Defendant's counterclaims, with interest at legal rate from 6/23/09. Plaintiff is also to be awarded actual, record court costs.*

Michael P. Yeager Chairman
John Sughrue
Blaise J. Ferraraccio

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 23rd day of June, 2009, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

William A. Shaw
Prothonotary
By _____

FILED

JUN 23 2009

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

COPY

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

Bryant M. Jenkins

:

Vs.

:

No. 2008-02364-CD

:


Christopher Naumann

NOTICE OF AWARD

TO: Bryant M. Jenkins

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on June 23, 2009, and have awarded:

In favor of Plaintiff and against Defendant in the amount of \$527.09 for Plaintiff's claims; and also in favor of Plaintiff and against Defendant relative to Defendant's counterclaims, with interest at legal rate from 6/23/09. Plaintiff is also to be awarded actual, record court costs.



William A. Shaw, Prothonotary

June 23, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on June 23, 2009, at 4:41 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$825.00.

COPY

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

Bryant M. Jenkins

Vs.

Christopher Naumann

:

: No. 2008-02364-CD

:

NOTICE OF AWARD

TO: Christopher Naumann

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on June 23, 2009, and have awarded:

In favor of Plaintiff and against Defendant in the amount of \$527.09 for Plaintiff's claims; and also in favor of Plaintiff and against Defendant relative to Defendant's counterclaims, with interest at legal rate from 6/23/09. Plaintiff is also to be awarded actual, record court costs.



William A. Shaw, Prothonotary

June 23, 2009

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on June 23, 2009, at 4:41 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$825.00.