

02-1760-CD
MORTON BUILDINGS, INC. vs. DAVID J. KARCEWSKI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MORTON BUILDINGS, INC.,
Plaintiff

vs.

DAVID J. KARCEWSKI,
Defendant

CIVIL DIVISION

No. 02 - 1760 - CD

COMPLAINT

Filed on Behalf of:

Plaintiff, MORTON BUILDINGS,
INC.

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I. D. #38739

COLAVECCHI, RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

NOV 12 2002

William A. Shaw
Prothonotary

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

MORTON BUILDINGS, INC., :
Plaintiff :
:
vs. : No. 02 - - CD
:
DAVID J. KARCEWSKI, :
Defendant :

N O T I C E

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

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
Second and Market Streets
Clearfield, PA 16830

Phone 814/765-2641 Ex. 5982

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

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

MORTON BUILDINGS, INC., :
Plaintiff :
:
vs. : No. 02 - - CD
:
DAVID J. KARCEWSKI, :
Defendant :

C O M P L A I N T

1. The Plaintiff is Morton Buildings, Inc., a Corporation having its principal place of business at 252 West Adams Street, P.O. Box 399, Morton, Illinois, 61550-0399.

2. The Defendant is David J. Karczewski, an individual, residing at 230 North Tenth Street, Philipsburg, Pennsylvania, 16866.

3. On or about December 18, 2001, the Defendant entered into a contract with Plaintiff whereby Plaintiff was to erect a commercial building situated on land owned by the Defendant, which land is situated in Morris Township, Clearfield County, Pennsylvania. A true and correct copy of the contract dated December 18, 2001 is attached hereto marked Exhibit "A" and made part hereof.

4. Pursuant to this contract, the Plaintiff furnished certain labor and materials for the construction of the commercial

building. The performance by Plaintiff of the labor and furnishing of materials was commenced on or about March 28, 2002 and the last such work was done was on or about May 30, 2002.

5. There is due and owing to Plaintiff from Defendant the sum of Thirty-eight Thousand (\$38,000) Dollars.

6. On or about September 27, 2002, Plaintiff filed for record in the office of the Prothonotary for the Court of Common Pleas of Clearfield County, Pennsylvania, a claim for a Mechanics' Lien on the real estate of the Defendant, said real estate being more fully described in deed dated September 5, 2001 from Francis W. Catherine, et al, to David J. Karcewski which is recorded at Clearfield County as Instrument Number 200201455. A true and correct copy of said claim is attached hereto marked Exhibit "B" and incorporated by reference as if set forth at length.

7. Plaintiff has been compelled to employ an attorney to prosecute this action and will incur attorney's fees and costs.

WHEREFORE, Plaintiff prays:

a. For judgment against the Defendant in the amount of Thirty-eight Thousand (\$38,000) Dollars, together with interest from May 30, 2002;

b. Foreclosure of the lien against the above-described property of Defendant by judicial sale of the premises and application of the proceeds to the satisfaction of the said judgment;

- c. For reasonable attorney's fees;
- d. For costs of suit; and
- e. For such other and further relief as the court deems just and equitable.



JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

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. 4904, relating to unsworn falsification to authorities.

MORTON BUILDINGS, INC.

BY Bill Shahan 1977
BILL SHANAHAN, Manager

PRIMARY CREW FOREMAN: YES

NO.

CUSTOMER Dave Karczewski

SALESMAN & NO. Lehman 96-2 JOB NO. 96-2665

FOREMAN & NO. BRIAN PHILLIPS #14096095

DATE 03-28-02

04-22-02

HOURS ALLOWED

HOURS TAKEN 307.5

ESTIMATOR Ken Parker

DATE	NAMES OF CREW MEMBERS (D-DIGGER)(S-SCISSORS)					TOTAL	MEAL MONEY
	BRIAN	KARL	BUD	NICK	JIM W		
3/28	9	9		9	D 3	30	
29	9	9		9		27	
4/01	5	7	7	7		26	
02	9	9	9	9	JEFF K	36	
03	6	9	9	9	S 10	43	
04	10	10	10	10		40	
05	9	9	9	9	5.5	41.5	
08	10	10	10	10		40	
09	7	7				14	
22	5		5			10	
					TOTAL	307.5	
(Manager's Signature)						MEAL MONEY RETURNED	

Form 12 Serial Numbers:
38851, 71821

Type of Repair:

Total Paid

SEQ. NO.	INVOICES USED
1	Invoiced By estimator
2	Invoiced By estimator
3	Crew Error
4	Crew Error
5	Needed to Finish Bldg
6	Replace Damaged Material
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

P.O. NUMBER	VENDOR/MATERIALS AUTHORIZED TO PURCHASE	ALLOWED ON FORM 37	AMOUNT PAID	INVOICE TRANS. NO.

SUB. NUMBER		SUBCONTRACTORS/ADDITIONAL BILLS			
233137	Bowman Masonry	PAID 05-07-02	7,470.00	7470.00	96-18
218887	Milroy Door, Inc.	PAID 05-07-02	5,008.00	5008.00	96-18
188571	Cambria Glass & Insulation Inc	PAID 06-11-02	1,200.00	1200.00	96-23
233139	Gmerek Construction	PAID 05-28-02	6,080.00	6080.00	96-21
09047	Peno Building Company	PAID 05-07-02	21,700.0	2600.00	96-18
		PAID 05-14-02		9550.00	96-19
		PAID 07-09-02		9550.00	96-27

Exhibit

"A"

White - MORTON HOME OFFICE
Green - MORTON/CREW
Gold - MORTON HOME OFFICE
Canary - CONSTRUCTION CENTER
Pink - OWNER'S COPY

71821

MORTON BUILDINGS, INC.

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

96-2665 P

White - MORTON HOME OFFICE
Green - MORTON/CREW
Gold - MORTON HOME OFFICE
Canary - CONSTRUCTION CENTER
Pink - OWNER'S COPY

38851

MORTON BUILDINGS, INC.

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

96-2665 P

JOB NUMBER

DAVE KARCEWSKI

Phone (814) 342-4347

AREA CODE

16866

Sold To
Address
STREET, RD, P.O.BOX

Philipburg
CITY

PA

STATE

ZIP CODE

Deliver To
Address
STREET, RD, P.O.BOX

Morrisdale
CITY

PA

STATE

ZIP CODE

Directions to job site:
Rte. 53
STREET, RD, P.O.BOX
Rte. 80 West to Exit 21 Kylertown. Take Rte 53 South + 4

Miles on Right.

SITE PREPARED DATE

APPROX. DELIVERY DATE

BID JOB		Yes / No (CIRCLE ONE)		PREVAILING WAGE		Yes / No (CIRCLE ONE)					
BUILDING USE	REPAIRS	SHOP	CLASS NO	341	HI RIB STEEL PANEL USE, PAINT TYPE & COLOR						
BUILDING SPECIFICATION (all dimensions are nominal)											
QTY.	STYLE	WIDTH	HEIGHT	LENGTH	TRUSS SPACING	PAINT	ROOF	SIDE/END	SLIDE/DOOR	OVERHEAD DOOR	WAINS CO
1	E372	42'	16'	45'	7'-6"	COLOR	KYNAR			KYNAR	KYNAR
This order is a rewrite of previously cancelled Job 96-2611P, which was written on Form 1 #09276 and Form 17a #63475. Transferred from the previous contract to this new order are the following items.											
Down Payment \$9,500.00											
Form 36											
Form 153											
Form 143											
All Form 40 Subcontracts											
2 12' x 14' Paynt Eri-Cote II Overhead Doors w/Operator (3) Windows											
3 9100 3060 Entrance Doors (2 with Panic Hardware) Closers											
2 4' x 3' 9-Tite Hayfield Windows											
- 8'-0" Overhang Around Entire Building											
-- Gutters and Downspouts											
Contract Price excluding subsequent change orders										\$ 95,000.00	
\$ 9,500.00	Down Payment (CHECK #:)									\$ 1,850.00	
\$ 47,500.00	Delivery Payment due upon delivery of materials.									will be added to the contra price if the payment schedule at left is not met.	
\$..	Progress Payment due upon									"A"	
\$ 18,000.00	Final Payment is to be paid to Morton Salesman upon completion of this contract.									Exhibit	

LEAD SOURCE

NO.

No representation, warranty, condition or agreement of any kind or nature whatsoever shall be binding upon Morton Buildings, Inc. unless incorporated in this Agreement. It is understood by the parties hereto that terms and conditions of this contract and the financial ability of the purchaser are subject to acceptance at the Morton, Illinois office of Morton Buildings, Inc.; that prior to such acceptance an investigative const report may be obtained; and that prior to such acceptance the entire liability of Morton Buildings, Inc. under the contract may be discharged by the return of any monies which the purchaser may have deposited. Condition of this contract. It is agreed by the parties hereto that the Company assumes no liability for failure for any reason to deliver the merchandise on any requested or tentatively set shipping date, and the former agrees to accept delivery of the merchandise at any reasonable time, thereafter. Builders' Risk Insurance coverage will be provided by Morton Buildings, Inc. until construction is completed and accepted by owner. Owner can occupy building upon acknowledging satisfactory completion of the building and making payment in full. If occupancy must take place before completion of the project, final payment and pro insurance is required. It is agreed that labor other than Morton Buildings, Inc. employees and its subcontractors is not anticipated, and that if other labor or supervision is required the contract will be renegotiated the event of default by the Buyer, Morton Buildings, Inc. shall be entitled to 1 1/2% per month service charge from the date of default (18% annual rate) or the maximum rate allowed in the customer's state of residence whichever is less; and the reasonable amount of costs and attorney's fees expended to enforce the terms of this contract.

The items described on this Form 12, and on any accompanying Form 12S's, with Serial numbers 71821, Form 86, and Form 153, Form 3 constitute our agreement in its entirety. Additions and/or changes to this agreement must be in writing with necessary charges and credits stated. Warning Forms and Warranty No. apply. Owner's initials

BANK

I undersigned hereby warrants and represents that he/she is the owner of record of the premises upon which this building is to be erected.

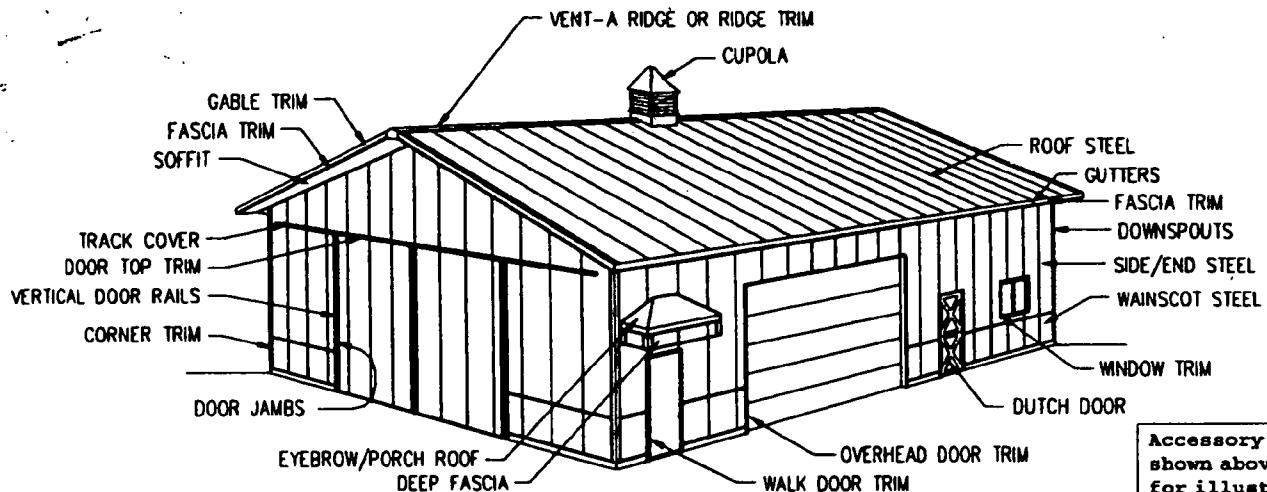
er's Signature x

(Make all checks payable to Morton Buildings, Inc.)

NOTE: YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE.

OWNER'S NAME John K. Klemmer

JOB NO: 96-2665P



Accessory items
shown above are
for illustration
purposes only.

TRIM & ACCESSORY COLOR IDENTIFICATION

Denote color desired by
placing an "X" in the
appropriate box
for each trim and accessory.

	R	T	W	G	N	B	B	S	C	I	V	B	E	V	B	CORAL
	R	A	H	R	N	R	L	I	H	V	E	E	I	V	U	TURQ.
	E	N	I	E	A	O	A	L	A	O	E	G	G	G	R	BLUE
RIDGES																
VENT-A-RIDGE	+	+			+	+	+	+								+
T#5 RIDGECAP (1)		+			+	+										+
T#5/T#30 (1)																+
SOFFIT																
GABLE (1)			+		+	+										+
FASCIA (2)			+		+	+										+
HI-RIB DEEP FASCIA																+
GUTTER																
DOWNSPOUTS																
CORNER TRIM ABOVE WAINSCOT (1)																+
WAINS. (BASE, CORNER, HI-RIB) (3)																+
BASE W/O WAINS. (1)																+
OND DOOR (4) TRIMS			+													+
COIL-UP DOOR (1) TRIM																+
T#143 BETWEEN COILUP DRS. (1)																+
SLIDING DOOR																
TRIM																
VERT. RAILS (2)			+		+	+										+
TRACK COVER (1)			+			+										+
JAMB (1 or 2)			+		+	+										+
DOOR TOP (2)			+		+	+										+
DIAM. M																
SLIDING DOOR																
GRILL INSERTS																
PANEL INSERTS																+
9100 WALKDOOR																
PNW WALKDOOR																
PNW WALKDOOR TRIM (2)			+	+		+	+			+	+	+	+	+	+	+
WINDOWS																
WINDOW TRIM (3)			+	+		+	+			+	+	+	+	+	+	+
SHUTTERS																
DIAM. M																
HEADER																
HI-RIB																
TRIM (2)			+	+		+	+			+	+				+	+
BOX (3)			+	+		+	+			+	+				+	+
PORCH COLUMN COVERS (1)			+	+		+	+			+	+				+	+
PORCH/EYEBROW SOFFIT																
CUPOLA																
ROOF (1)																+
SIDES (1)																+
DUTCH DOORS																
CROSSBUCKS*																
INSERTS*																
TRIMS (3)			+	+		+	+			+	+				+	+

OPEN BOX = NO EXTRA CHARGE

+ = AVAILABLE WITH APPLICABLE SET-UP CHARGE

■ = NOT AVAILABLE

* = SEE PRICE BOOK FOR AVAILABLE COMBINATIONS

() = NO. OF TRIM SHAPES REQUIRING SET-UP CHARGES

Owner's Signature: John K. Klemmer

Date: 12-3-01

SITE CONDITIONS AT TIME OF SALE

2665P

Owner's Name DAVE KARLKE WSK1

Job Number 96-2665P

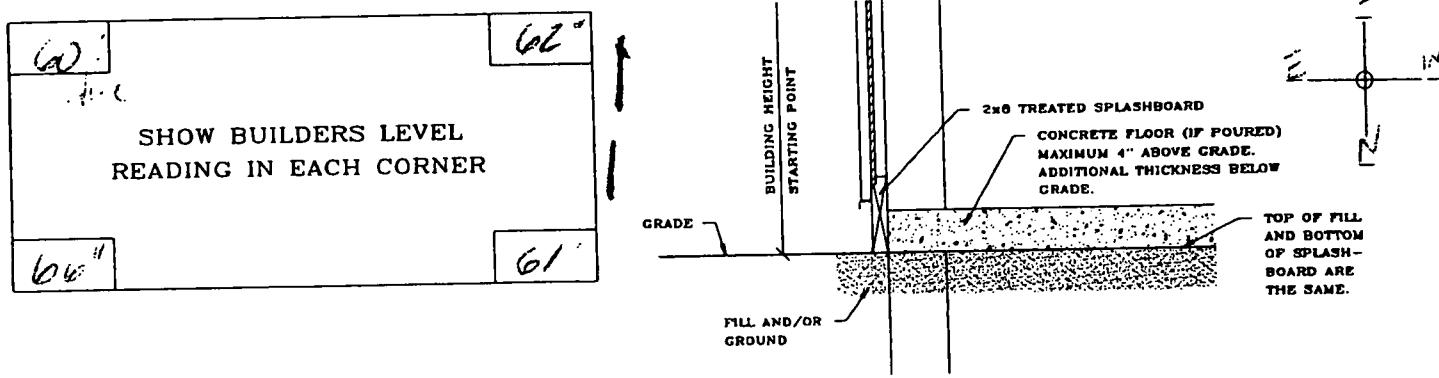
Before Morton Buildings, Inc. employees or subcontractors receive permission from Morton Buildings, Inc., Morton, Illinois to work on this site, the following conditions must be satisfied:

1. Site must be prepared to Morton Buildings, Inc. BUILDING SITE SPECIFICATIONS, Form 153A, dated 5/98. Owner must acknowledge receiving a copy and insure that his excavating contractor will follow these specifications by initialing this space SK (Owner's Initials)
2. Digging clearances must be on hand from authorities who have jurisdiction over this site. The local dig number is 240-2421776
3. Private lines (electric, telephone, cable, water or sewer lines) must be identified and marked by Owner. Damages incurred by severing private lines must be repaired at Owner's expense if lines were not marked.
4. Tire ruts of construction equipment and delivery trucks are, in most cases, unavoidable. Fixing tire ruts will be at Owner's expense.

The site was inspected on 4-15-01 by Eric Lohman B.I.B. B.1616
(Date) (List all people present: Sales Consultant, Owner, Subcontractor, etc.)

Building locator flags were placed on the lot aligning the building with Existing Street

Owner designated *Grade Line* as shown in detail below on a grade stake or bench mark located Next to C. Board



Describe the site and work that needs to be done: Removal of existing trees. Level 512
to 2nd floor grade.

RESPONSIBILITY DIVISION. Identify required services that will be provided and paid for by the party checked.

SERVICE	OWNER	MORTON	SERVICE	OWNER	MORTON
Site engineering (survey, water, soil bearing)	✓		Gas Service hookup		
Environmental impact study	✓		Water & Sewer Service hookup	✓	
Percolation test	✓		Permanent Electrical service		
Earth moving	✓		Telephone, cable TV service & hookup	✓	
Obstruction removal	✓		Toilets will be provided by		
Buying, placing & compacting fill	✓		Construction trash will be removed in the following manner:		
Covering or disconnecting electrical lines	✓		<i>Removed & Set</i>		
Special digging equipment	✓				
Zoning Permit (Plans not required)	✓				
Building Permit (Plans Provided by MBI)	✓				

HOSPITAL PHONE 911

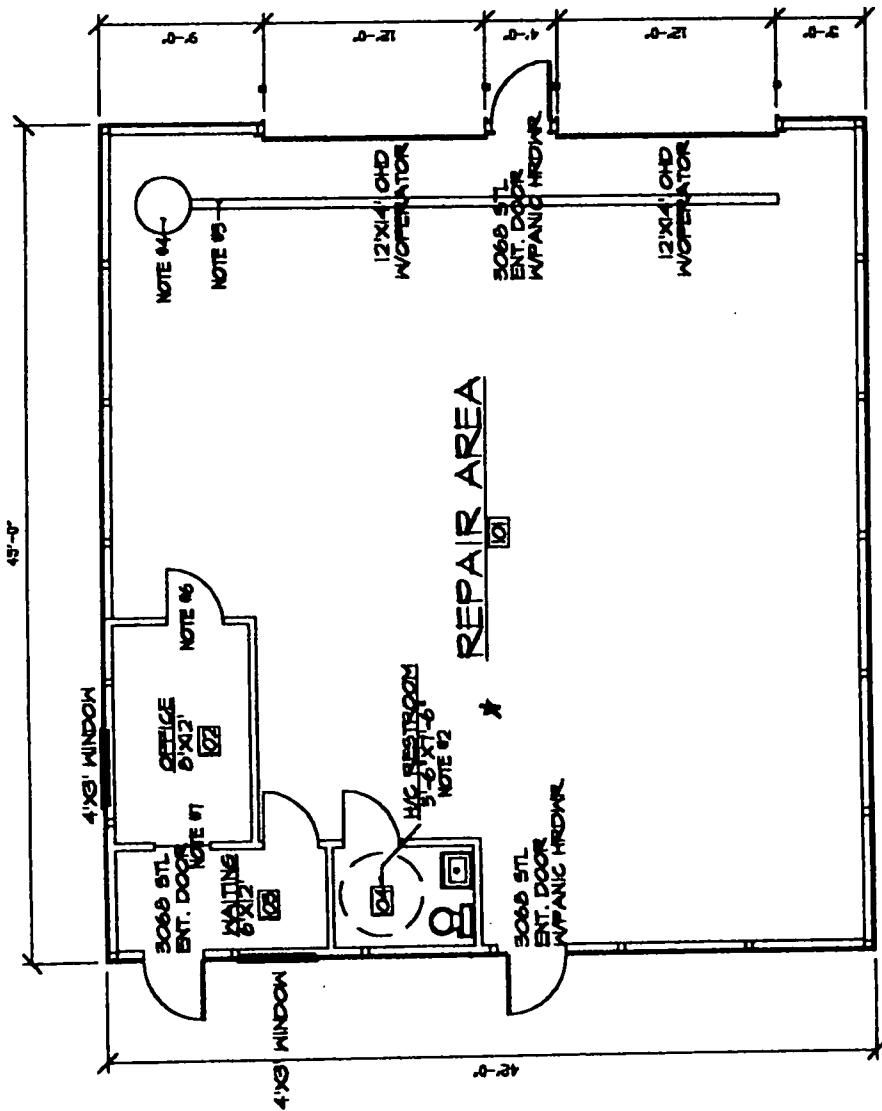
AMBULANCE PHONE 911

FIRE DEPT. PHONE 911

512 KARLKE

6-12-01

L. Lohman



FLOOR PLAN

NOT FOR CONSTRUCTION DO NOT SCALE
ALL DIMENSIONS ARE NOMINAL

ROOM FINISH SCHEDULE					
ROOM	DESCRIPTION	SLAB/CEMENT	BLOCK FLOOR	WALL FLOOR	CEILING FLOOR
10	REPAIR AREA	4'2"X8'	CONCRETE	WOOD	1/2' THIN TOP & ACUSTICAL
12	OFFICE	6'12"	CONCRETE	WOOD	1/2' PAINTED DRYWALL
13	WAITING AREA	6'12"	CONCRETE	WOOD	1/2' PAINTED DRYWALL
14	RESTROOM	5'0"X7'4"	CONCRETE	WOOD	1/2' PAINTED DRYWALL

NOTES:

1. OPEN 11' FLOOR DECK ABOVE ROOMS 101, 102, 104 FOR DURFACE AND HOT WATER HEATER
2. RESTROOM 10 TO BE PA LABOR AND INDUSTRY HANDICAP ACCESSIBLE
3. A TEEBOX 32' LIN. FT. TRENCH DRAIN
4. ONE REFRIGERATOR
5. ONE BREAKER ELECTRIC AND ALL DRAINS TO BE TRENCH TO 5' OUTSIDE BUILDING
6. ALL INTERIOR DOORS TO BE 3'0" WOOD
7. 3'0" INTERIOR CUSTOMER SERVICE HODER

BUILDING PLAN & PERMIT TRANSMITTAL

BUILDING PLAN & PERMIT TRANSFER
REQUIRED FOR ALL COMMERCIAL BUILDINGS AND OTHER BUILDINGS NEEDING PERMITS OR PLANS

2665P

CUSTOMER'S NAME

JOB NUMBER

96-26633Bx

Customer's Name			Paid for by	Permit Number
Type of Permit Required		Issuing Authority		
State	Yes	No	City of Lakewood	
Local	Yes	No	City of Lakewood	
Zoning	Yes	No		
Other	Yes	No		
Applicable Building Code			City of Lakewood Building	

REQUIRED LOADING (Specific loads - NOT Morton minimum)		Specific design and site adjustments that are not included in basic building package on Form 86. (circle applicable situation)			
Live Roof Load		Floor Load		Readi-Mix Footing	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, specify affected columns on Form 86.
Wind Load		Ceiling Load		Fire Walls	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, specify location of firewall on Form 86.
Other Loads SPECIFY:				Attic Draft stop	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, specify location of attic drafts stop on Form 86.
				Plot Plan	Yes <input type="checkbox"/> No <input type="checkbox"/> See Design Manual Section 6-2 (REQUIRED for all commercial buildings)

Design or Professional Assistance is Provided By			
	Name	Paid for by	Previous Job No.
Design Estimator		
Morton Architect		
Morton Engineer		
Consulting A / E Name, Address & Phone

NO. of REQUIRED SETS of PLANS	QTY.	
	Required	
STAMPED	Yes	No
NON - STAMPED	Yes	No
CUSTOMER APPROVED	Yes	No
CONCRETE FOUNDATION	Yes	No
MECHANICAL	Yes	No

IMPORTANT CREW INFORMATION

	Required		Name & Phone No. of Authority
Footing inspection	Yes	No	
Framing inspection	Yes	No	
Final inspection	Yes	No	

NOTE: If mechanical plans, interior layouts, etc. are provided by others, forward a copy of approved plan to Morton with order.

PLANS TARGET DATE: 11/16/2011

NOTES: 1. ASAP is NOT a date.

1. ASAF is NOT a date.
2. If requested date is less than 3 weeks or more than 6 weeks before approximate ship date on Form 12 or required by specific date, EXPLAIN BELOW.

MESSAGE BOX

MESSAGE BOX

To:	Date:	When all permits are secured, return White & Green Copies this form along with a copy of the applicable permits to Mort
From:		

Message

SITE CONDITIONS AT TIME OF SALE

Owner's Name John K. Antoniuk

Job Number

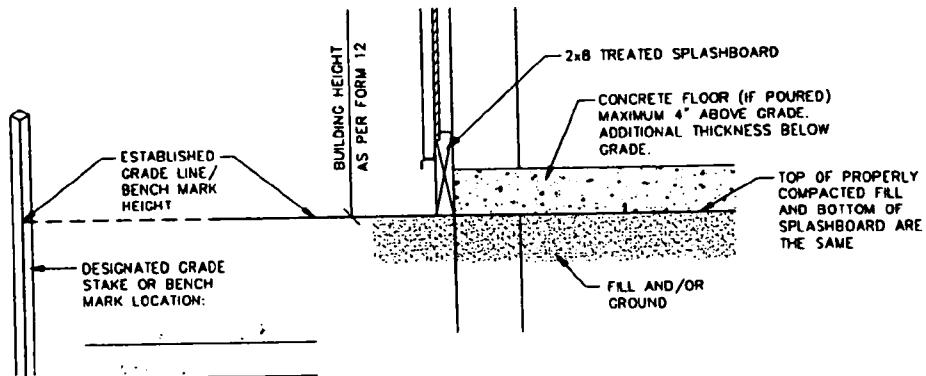
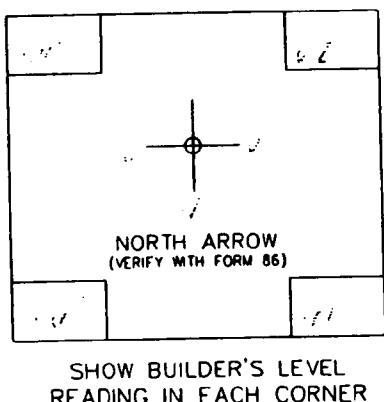
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Before Morton Buildings, Inc. employees or subcontractors receive permission from Morton Buildings, Inc., Morton, Illinois office to work on this site, the following conditions must be satisfied:

- Digging clearances must be on hand from authorities who have jurisdiction over this site.
Phone number to obtain local dig clearance: 800-248-1716
- Private lines (electric, telephone, cable, water or sewer lines) must be identified and marked by Owner. Damages incurred by severing private lines must be repaired at Owner's expense if lines were not marked.
- Tire ruts of construction equipment and delivery trucks are, in most cases, unavoidable. Repairing tire ruts will be at Owner's expense.

The site was inspected on 4/15/01 by Lead Consultant, Sales Manager, Site Supervisor
(Date) (List all people present: Sales Consultant, Owner, Subcontractor, etc.)

Building locator flags were placed on the lot aligning the building with _____.



Describe the site as it appears when taking above grade readings and the site preparation work that needs to be done:

RESPONSIBILITY DIVISION. Identify required services that will be provided and paid for by the party initialled in each blank.					
SERVICE	OWNER	MORTON	SERVICE	OWNER	MORTON
Site Engineering (Survey, Water, Soil Bearing)	<input checked="" type="checkbox"/>		Gas Service Hookup		
Environmental Impact Study	<input checked="" type="checkbox"/>		Water & Sewer Service Hookup		
Percolation Test	<input checked="" type="checkbox"/>		Temporary Electrical Service For Construction		
Site Preparation Including:			Telephone, Cable TV Service & Hookup		
Earth Moving			Permanent Electrical Service		
Obstruction Removal			If special digging equipment and/or additional labor is required, it will be charged to the owner at cost plus 15%.		
Buying, Placing & Compacting Fill			Owner's initials: _____		
Snow Removal	<input checked="" type="checkbox"/>		Construction Trash Removal and Portable Toilet Facilities will be provided by Morton Buildings, Inc. for above job site.		
Covering or Disconnecting Electrical Lines	<input checked="" type="checkbox"/>				
Building/Zoning Permit (Plans Provided by MBI)					

If site is to be prepared by owner, preparation must meet Morton Buildings, Inc. BUILDING SITE SPECIFICATIONS, Form 153A. Owner must acknowledge receiving a copy and insure that his/her excavating contractor will follow these specifications by initialing this space _____.

Owner's Initials

HOSPITAL PHONE

AMBULANCE PHONE

FIRE DEPT. PHONE

(Owner's Signature)

(Date)

(Morton Sales Consultant's Signature)

CLAIM FOR MECHANICS' LIEN

02-1507-cd

TO: WILLIAM A. SHAW, PROTHONOTARY

MORTON BUILDINGS, INC., a Corporation, having principal place of business at 252 West Adams Street, P.O. box 399, Morton, Illinois, 61550-0399, Lienor, herein, first being duly sworn, deposes and says, by its authorized Agent:

1. That Morton Buildings, Inc. is a Corporation having its principal place of business at 252 West Adams Street, P.O. Box 399, Morton, Illinois, 61550-0399.
2. That between the dates of March 28, 2002 and May 30, 2002, Deponent furnished certain labor and materials, as specifically set forth in the Contract attached to and made part hereof, for the construction of a commercial building situated on the land herein described, pursuant to said Contract entered into with David J. Karczewski.
3. That a true and correct copy of the Contract dated December 18, 2001 is attached hereto marked Exhibit "A" and made part hereof.
4. That the performance of such labor and the furnishing of materials was begun on March 28, 2002 and the last of this labor was done on May 30, 2002.

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

[Redacted] was and attested copy of the original statement filed in this case.

SEP 27 2002

Attest.

[Signature]
Prothonotary/
Clerk of Courts

Exhibit
"B"
[Redacted]

5. That there is justly due Deponent from David J. Karczewski, over and above all legal setoffs, the sum of Thirty-eight Thousand (\$38,000) Dollars for which Deponent claims a lien on said property of David J. Karczewksi.

6. That the land against which the lien is sought is described and designated as Route 53, Morrisdale, Clearfield County, Pennsylvania, and being the same premises described in the deed dated September 5, 2001 from Francis W. Catherine, et al, to David J. Karczewski, which is recorded at Clearfield County as Instrument Number 200201455.

7. That the name of the owner of the land on which the lien is claimed is David J. Karczewski whose address is 230 North Tenth Street, Philipsburg, Pennsylvania, 16866.

ATTEST:

MORTON BUILDINGS, INC.

BY Bill Shanahan Mgt.
BILL SHANAHAN, Manager

9/26/02

DATE

LAW OFFICES OF
COLAVECCHI
RYAN & COLAVECCHI
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 02 - - CD

MORTON BUILDINGS, INC.,
Plaintiff

vs.

DAVID J. KARCEWSKI,
Defendant

C O M P L A I N T

NOTICE TO DEFENDANT:

YOU are hereby notified that
you are required to file an
Answer to the within Complaint
within twenty (20) days after
service upon you or judgment may
be entered against you.

John R. Ryan
JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

12/12/2002
William A. Shaw
Prothonotary

3cc
Andy Ryan

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

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

MORTON BUILDINGS, INC.,
an Illinois Corporation;

PLAINTIFF,

: No. 02-1760-CD

v.

DAVID J. KARCEWSKI,
an adult individual,

DEFENDANT.

: Type of Pleading:

: ANSWER, NEW MATTER
& COUNTER-CLAIM

: Filed By:

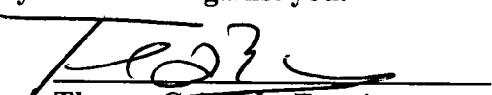
: Defendant/Counter-Plaintiff

To: Plaintiff/Counter-Defendant

: Counsel of Record:

You are hereby notified to file a written response
to the enclosed NEW MATTER AND
COUNTER-CLAIM within twenty (20)
days from service hereof or judgment
may be entered against you.

: Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814-375-2221
PA I.D.#: 55942



Theron G. Noble, Esquire
Attorney for Defendant/Counter-Plaintiff

FILED

DEC 03 2002
011501u
William A. Shaw
Prothonotary/Clerk of Courts
We C/C

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

MORTON BUILDINGS, INC.,)
an Illinois Corporation;)
)
PLAINTIFF,)
)
v.) No. 02- 1760 -CD
)
)
DAVID J. KARCEWSKI,)
an adult individual,)
)
DEFENDANT.)

ANSWER, NEW MATTER AND COUNTER-CLAIM

AND NOW, comes the Defendant/Counter-Plaintiff, David J. Karczewski, by and through Theron G. Noble, Esquire, of Ferraraccio & Noble, his counsel of record, who avers as follows in support of his ANSWER, NEW MATTER and COUNTER-CLAIM:

Answer

1. Admitted.
2. Admitted.
3. Admitted. By way of further response, said contract was intended for Plaintiff to construct a building to be used by the Defendant as a transmission repair and state inspection facility with a cement floor that would properly drain and an oil interception system.
4. Admitted in part, Denied in part. Although all said work was to be completed on or about May 30th as stated, some work remained unfinished until August, 2002, and the cement floor as contracted still has not been completed. Furthermore, for the reasons herein after stated in NEW MATTER and COUNTER-CLAIM, it is strictly DENIED that such work was done in a proper or workmanlike manner. Strict proof of the same is demanded at time of trial.

5. Denied. For the reasons herein stated in NEW MATTER and COUNTER-CLAIM, it is strictly DENIED that Defendant owes any money to Plaintiff. Strict proof of the same is demanded at time of trial.

6. The same is a legal conclusion for which no response is deemed necessary. Furthermore, the same is immaterial and irrelevant. Defendant has at all times expressly denied to Plaintiff that any sums remain owed given the obvious defects with the cement floor and its drainage, and has attempted to remedy the situation, on several occasions, with Plaintiff who is either unwilling or unable to resolve the matter.

7. Denied. To the extent such averment attempts to place liability on Defendant for Plaintiff's need to resort to counsel, the same is expressly DENIED in that Plaintiff's need for counsel is a direct result of its inability or unwillingness to adhere to the contract as herein specified as NEW MATTER and COUNTER-CLAIM.

WHEREFORE, Defendant requests that JUDGMENT be entered in his favor and against Plaintiff together with costs, reasonable attorney's fees and Plaintiff's mechanic's lien be stricken from the record.

New Matter

8. That Plaintiff did not complete the contracted work in a timely or workmanlike manner which included as follows:

(a) The toilet leaked which required the Plaintiff to take remedial measures on three separate occasions, the last of which occurred about Mid-July, 2002;

(b) Doors attempted to be installed were not those purchased by the Defendant and were not handicap accessible. As a result, to install the appropriate doors, Plaintiff performed numerous remedial measures through June, 2002;

(c) The Plaintiff attempted to install four (4) feet long indoor lighting whereas Defendant contracted for eight (8) feet long lighting. Four (4) feet long indoor lighting would have resulted in impractical lighting for the Defendant, was rejected, and not readied until the beginning of June, 2002;

(d) The garage doors to the "bay" areas were to be operated by remote control. The remote control was not operable until mid-July; and

(e) Plaintiff did not remove its portable toilet until mid-August, 2002.

9. For the reasons set forth in averment 8, as well as in COUNTER-CLAIM, it is strictly DENIED that Plaintiff completed the contracted work in a workmanlike or timely manner.

WHEREFORE, Defendant requests that JUDGMENT be entered in his favor and against Plaintiff together with costs, reasonable attorney's fees and Plaintiff's mechanic's lien be stricken from the record.

COUNTER-CLAIM: Breach of Contract

10. Defendant, hereinafter Counter-Plaintiff, hereby incorporates its responses to averments 1 - 9, inclusive, as if the same were again fully set forth at length.

11. That the intent of the contract between the subject parties was for the construction of a building to be used as a transmission repair and state inspection facility.

12. That as part of the contract, counter-defendant was to construct two "bays" or "work" areas in the garage portion of the building where said work would be performed.

13. That in accordance with standards set forth by Pennsylvania's Department of Environmental Resources, as well as those of Morris Township Sewer Authority, counter-defendant recommended a Zurn Oil Interceptor system.

14. In conjunction with the Zurn Oil Interceptor system, a trench was to be installed in the rear of the building, by the garage doors, which would collect the runoff water, oil and grime from the bay areas and which would then be fed into the Zurn Oil Interceptor system.

15. To facilitate such drainage into the trench, the cement floor installed by the counter-defendant would be sloped such that "it ran" from the front of the building to the rear where the trench and Zurn Oil Interceptor System are located.

16. That in accordance with Pennsylvania Department of Transportation (PennDOT) standards, the floor could not be sloped more than one percent (1%) from front to rear.

17. In fact, the cement floor is not sloped as designed and agreed upon in that it drains not in the rear of the building but gathers in the middle of the floor, being the center of the work area.

18. That as a result of the improperly installed floor, water, oil and grime collect in the center of the work area. Not only did Counter-Plaintiff not contract for this condition, the same actually

creates an unsafe and hazardous work environment as well as one which requires an inordinate amount of time to clean the oil and grime created in the normal course of counter-Plaintiff's business activities.

19. As installed, upon information and belief, the cement floor actually exceeds the one percent (1%) slope permitted by PennDOT.

20. To remedy this unsafe, dangerous and not contracted for situation, the following remedial measures must be taken:

(a) The two hydraulic lifts must be removed and re-installed at an approximate cost of \$2,300, to be more fully determined at time of trial;

(b) Likewise, the air compressor, cabinets, benches, sink solvent tank and the like need to be removed then re-installed, at an approximate cost of \$2,000, to be more fully determined at time of trial;

(c) The improperly installed cement floor needs to be removed, disposed and a cement floor properly installed to drain as designed and contracted, all at an approximate cost of \$18,000, in an amount to be more fully determined at time of trial;

(d) The office, bathroom, and lobby areas need to be removed and re-installed after the cement floor has been remedied at an approximate cost of \$8,000, in an amount to be more fully determined at time of trial;

(e) It is believed, and therefore averred, that the process to do items (a) - (d) would take 10 weeks to remedy the situation which would result in the loss of revenue of approximately \$30,000 to the counter-plaintiff, in an amount to be more fully determined at time of trial;

(f) That counter-Plaintiff would incur additional miscellaneous expenses such as permit fees, inspections and the like, as well as to again seal in the new cement floor, at an expense of approximately \$2,000, in an amount to be more fully determined at time of trial; and

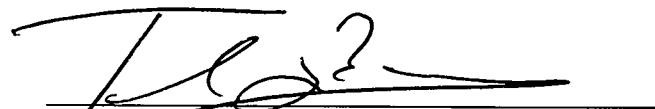
(g) That for the counter-Plaintiff to shut down his newly started business for a period of 10 weeks would result in the loss of "good will" to his business, in an amount to be more fully determined at time of trial.

21. That items (a) - (g) are the direct and proximate result of Counter-Defendant's breach of the construction contract and are reasonable and foreseeable damages suffered by Counter-Plaintiff as a result of such breach.

22. Likewise, the Counter-Defendant was to provide grates to cover the trench which it built.
23. That the grates which were initially placed over the trench opening, bent and needed to be replaced as soon as a vehicle crossed over them.
24. That counter-defendant replaced these four (4) original grates however, said replacements are not of sufficient size and need to be again replaced at a cost to be determined at time of trial.
25. That jurisdiction is proper.
26. That venue is proper.

WHEREFORE, COUNTER-PLAINTIFF requests that JUDGMENT be entered in his favor and against COUNTER-DEFENDANT in an amount in excess of \$25,000, to be more fully determined at time of trial, together with costs, reasonable attorney's fees and that the mechanic's lien filed by Counter-Defendant be stricken from the record.

Respectfully Submitted,



Theron G. Noble, Esquire
Ferraraccio & Noble
Attorney for Defendant/Counter-Plaintiff
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.#: 55942

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

MORTON BUILDERS, INC.,)
an Illinois Corporation;)
PLAINTIFF,)
v.) No. 02- 1760 -CD
DAVID J. KARCEWSKI,)
an adult individual,)
DEFENDANT.)

VERIFICATION

I, David J. Karczewski, Defendant/Counter-Plaintiff, do hereby swear and affirm that I have read the foregoing and attached ANSWER, NEW MATTER & COUNTER-CLAIM in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein are true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4101, relating to unsworn falsification to authorities.

So made this 29 day of November, 2002.



David J. Karczewski, Defendant/Counter-Plaintiff

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

MORTON BUILDINGS, INC.,)
an Illinois Corporation;)
PLAINTIFF,)
v.) No. 02- 1760 -CD
DAVID J. KARCEWSKI,)
an adult individual,)
DEFENDANT.)

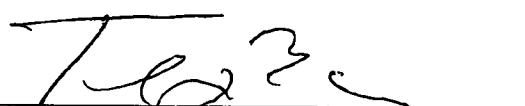
NOTICE OF SERVICE

To: William A. Shaw, Prothonotary

I, Theron G. Noble, Esquire, counsel for Plaintiff, does hereby certify this 3rd day of December, 2002, that I did serve a true and correct copy of Defendant/Counter-Plaintiff's ANSWER, NEW MATTER and COUNTER-CLAIM to the below indicated person, being counsel of record for the Plaintiff/Counter-Defendant, via United States Mail, postage prepaid, first class:

John R. Ryan, Esquire
Colavecchi, Ryan & Colavecchi
221 E. Market Street
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MORTON BUILDINGS, INC.,
Plaintiff

vs.

DAVID J. KARCEWSKI,
Defendant

CIVIL DIVISION

No. 02 - 1760 - CD

PRELIMINARY OBJECTION ON GROUND
OF LACK OF CONFORMITY TO
PENNSYLVANIA RULE OF CIVIL
PROCEDURE 1657 AND 1658

Filed on Behalf of:

Plaintiff, MORTON BUILDINGS,
INC.

Counsel of Record for This
Party:

JOHN R. RYAN, ESQUIRE
Pa. I. D. #38739

COLAVECCHI, RYAN & COLAVECCHI
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

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

MORTON BUILDINGS, INC., :
Plaintiff :
:
vs. : No. 02 - 1760 - CD
:
DAVID J. KARCEWSKI, :
Defendant :

PRELIMINARY OBJECTION ON GROUND OF LACK OF
CONFORMITY TO PENNSYLVANIA RULE OF
CIVIL PROCEDURE 1657 AND 1658

NOW COMES, Morton Buildings, Inc., Plaintiff above named and by their Attorney, John R. Ryan, Esquire, files their Preliminary Objection to the Answer, New Matter and Counterclaim of the Defendant as follows:

1. The above-captioned action is a Complaint on a claim for Mechanics' Lien which was filed in accordance with Pennsylvania Rule of Civil Procedure 1651, et seq.

2. The Defendant, through Counsel, has filed an Answer, New Matter and Counterclaim. The Counterclaim asserts a claim for breach of contract.

3. Pennsylvania Rule of Civil Procedure 1657 states as follows:

"No other cause of action may be joined with an action to obtain judgment on a claim except where the improvement is located in more than one County and claims have been filed in more than one of said Counties, the Plaintiff may join the claims in a single action".

4. Pennsylvania Rule of Civil Procedure 1658 expressly states that no Counterclaim may be asserted in such an action.

5. The Counterclaim asserted by the Defendant is therefore prohibited by Rules 1567 and 1568 as set forth herein above.

WHEREFORE, Plaintiff moves the Court to strike the Counterclaim of the Defendant on the ground that it is barred by Pennsylvania Rule of Civil Procedure 1657 and Pennsylvania Rule of Civil Procedure 1658.



JOHN R. RYAN, ESQUIRE
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 02 - 1760 - CD

MORTON BUILDINGS, INC.
Plaintiff

vs.

DAVID J. KARCEWSKI,
Defendant

PRELIMINARY OBJECTION ON GROUND
OF LACK OF CONFORMITY TO
PENNSYLVANIA RULE OF CIVIL
PROCEDURE 1657 and 1658

3cc
01/24/08
Amy Ryan
Ekt

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

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

MORTON BUILDINGS, INC.,)
an Illinois Corporation;)
PLAINTIFF,)
v.) No. 02- 1760 -CD
DAVID J. KARCEWSKI,)
an adult individual,)
DEFENDANT.)

PRAECIPE TO STRIKE COUNTER-CLAIM AND TREAT AS "SET OFF"

To: William A. Shaw, Prothonotary

Date: January 23, 2003

Please strike the "Counter-Claim" provision of Defendant's previously filed ANSWER, NEW MATTER and COUNTER-CLAIM, and treat the same as request for "set off" as permitted by Pennsylvania Rules of Civil Procedure 1658.

Respectfully Submitted,



Theron G. Noble, Esquire
Ferraraccio & Noble
Attorney for Defendant
301 E. Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D.No.: 55942

FILED

JAN 27 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

MORTON BUILDINGS, INC.,)
an Illinois Corporation;)
PLAINTIFF,)
v.) No. 02- 1760 -CD
DAVID J. KARCEWSKI,)
an adult individual,)
DEFENDANT.)

NOTICE OF SERVICE

To: William A. Shaw, Prothonotary

I, Theron G. Noble, Esquire, counsel for Plaintiff, does hereby certify this
23rd day of January, 2003, that I did serve a true and correct
copy of Defendant's PRAECIPE to the below indicated person, being counsel of record
for the Plaintiff/Counter-Defendant, via United States Mail, postage prepaid, first class:

John R. Ryan, Esquire
Belin & Kubista
P.O. Box 1
Clearfield, PA 16830

Respectfully Submitted,



Theron G. Noble, Esquire
Attorney for Plaintiffs
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830
(814)-375-2221
PA I.D. No.: 55942

FILED

NO
CC

JAN 11 2003

AMW

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624

William A Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13295

MORTON BUILDINGS, INC.

02-1760-CD

VS.

KARCEWSKI, DAVID J.

COMPLAINT

SHERIFF RETURNS

NOW NOVEMBER 15, 2002 AT 2:02 PM EST SERVED THE WITHIN COMPLAINT
ON DAVID J. KARCEWSKI, DEFENDANT AT EMPLOYMENT, KARS TRANSMILLIONS,
4225 MORRISDALE ALLPORT HWY., MORRISDALE, CLEARFIELD COUNTY,
PENNSYLVANIA BY HANDING TO DAVID J. KARCEWSKI A TRUE AND ATTESTED
COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS
THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
26.82	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED
01/14/00 SH
JAN 27 2003

William A. Shaw
Prothonotary
gat

Sworn to Before Me This

27th Day Of January 2003
William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Manly Harr
Chester A. Hawkins
Sheriff

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

MORTON BUILDINGS, INC., :
An Illinois Corporation; :
Plaintiff :
: No. 02-1760-CD
VS. :
: PRAECIPE TO WITHDRAW
DAVID J. KARCEWSKI, : PRELIMINARY OBJECTIONS
an adult individual, :
Defendant :
:

FILED ON BEHALF OF:
Plaintiff

Counsel of Record for
This Party:

John R. Ryan, Esquire
PA I.D. #38739

BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972 (PHONE)
(814) 765-9893 (FAX)

FILED

JAN 26 2003

William A. Shaw
Prothonotary

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

MORTON BUILDINGS, INC., :
An Illinois Corporation; :
Plaintiff :
: No. 02-1760-CD
VS. :
: :
DAVID J. KARCEWSKI, :
an adult individual, :
Defendant :
:

PRAECIPE TO WITHDRAW PRELIMINARY OBJECTIONS

TO WILLIAM A. SHAW, PROTHONOTARY:

Please withdraw the preliminary objections filed on behalf
of the Plaintiff in the above-captioned matter.

BELIN & KUBISTA



John R. Ryan, Esquire

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

MORTON BUILDINGS, INC., :
An Illinois Corporation; :
Plaintiff :
: No. 02-1760-CD
VS. :
: DAVID J. KARCEWSKI, :
an adult individual, :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that the undersigned has sent a true and correct copy of Plaintiff's Praecipe to Withdraw Preliminary Objections in the above-captioned matter to the following parties by postage prepaid United States first class mail on the 28th day of January, 2003:

Theron G. Noble, Esquire
Ferraraccio & Noble
301 East Pine Street
Clearfield, PA 16830

BELIN & KUBISTA

By 
John R. Ryan, Esquire

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

FED

3cc

of 1048 for Amy Ryan

William A. Shaw
Prothonotary

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

MORTON BUILDINGS, INC. :
vs. : No. 02-1760-CD
DAVID J. KARCEWSKI :
:

ORDER

AND NOW, this 16th day of May, 2005, it is the ORDER of the Court that Civil Non-Jury Trial in the above-captioned matter has been scheduled for Tuesday, August 2, 2005 and Wednesday, August 3, 2005 at 9:00 A.M. each day in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN

President Judge

FILED

01/31/05
MAY 16 2005

(68)

William A. Shaw
Prothonotary/Clerk of Courts

ICC Atty: Ryan

Noble
(CIA env.)

4-3
FILED

MAY 16 2005

William A. Shaw
Prothonotary/Clerk of Courts

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

MORTON BUILDINGS, INC.

:

vs.

:

NO. 02-1760-CD

:

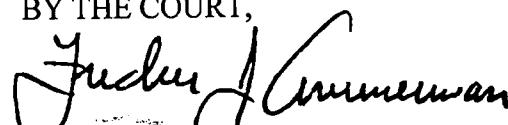
DAVID J. KARCEWSKI

:

ORDER

NOW, this 20th day of July, 2005, it is the ORDER of this Court that the Court's Order of May 16, 2005 be and is hereby RESCINDED.

BY THE COURT,


FREDRIC J. AMMERMAN
President Judge

FILED *6/3/18 6:01 PM* JUL 20 2005
cc: Atlys: *Ryan Noble*
William A. Shaw
Prothonotary/Clerk of Courts

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

MORTON BUILDINGS, INC.,
Plaintiff

*
*
*
*

NO. 02-1760-CD

DAVID J. KARCEWSKI,
Defendant

*

ORDER]

NOW, this 8th day of November, 2005, consistent with the Court's ruling issued this date to case No. 03-135-CD, it is the ORDER of this Court that the above-captioned case be and is hereby DISMISSED.

BY THE COURT,


FREDRIC J. AMMERMAN

President Judge

FILED

O/157 cm

NOV 10 2005

ICC Attn: Ryan

T. Noble

William A. Shaw
Prothonotary

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

DAVID J. KARCEWSKI,
Plaintiff
MORTON BUILDINGS, INC.,
Defendant

*
*
* NO. 03-135-CD
*
*

ORDER

NOW, this 8th day of November, 2005, following nonjury trial and the receipt of the parties briefs, it is the finding and ORDER of this Court as follows:

1. The Court finds that the Defendant has breached the contract entered into between the parties by not constructing the cement floor in a good and workmanlike manner, thereby rendering the floor not reasonably fit for the intended purpose;
2. The Court finds that the appropriate remedy is for the existing floor to be removed and replaced. Damages related thereto as established by the evidence are as follows:
 - a) \$27,950.00 to replace the cement floor.
 - b) Due to the interruption of his business activities, Plaintiff will suffer loss of profits and unrecoverable costs and expenses in the amount of \$10,464.00 per month, or \$2,415.00 per week.
 - c) The Court finds it will reasonably take fifteen (15) weeks to complete the repairs, making Plaintiff's total loss of profits and unrecoverable costs and expenses the amount of \$36,225.00. (15 weeks x \$2,415.00)
 - d) Plaintiff's total damage award is \$64,175.00.

3. Plaintiff agrees that he did not pay the final payment due under the contract in the amount of \$38,000.00, and that this amount should be offset against any verdict in favor of the Plaintiff.
4. Total verdict entered in favor of the Plaintiff is \$26,175.00.
5. The Court will issue a separate order to case No. 02-1760-CD dismissing the Defendant's Mechanics Lien.
6. Defendant's Counterclaim is dismissed.
7. Opinion to be filed in the event of an Appeal.

BY THE COURT,

FREDRIC J. AMMERMAN
President Judge



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

Date: September 19, 2005

Over the past several weeks, it has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,



William A. Shaw
Prothonotary

You are responsible for serving all appropriate parties.

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

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

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

MORTON BUILDINGS, INC., :
Plaintiff :
: :
vs. : No. 02 - 1760 - C.D.
: :
DAVID J. KARCEWSKI, :
an adult individual, :
Defendant : :
:

**PRAECIPE TO SETTLE,
DISCONTINUE AND END**

Filed on behalf of
Plaintiff

Counsel of Record for
this Party:

John R. Ryan
Attorney-At-Law

Pa. I.D. 38739

BELIN & KUBISTA
15 N. Front Street
P.O. Box 1
Clearfield, PA 16830
(814) 765-8972

*FILED
0/3/45 3cc & 3 Cert
of disc issued
APR 28 2008 to Atty Ryan
Copy to C/A
William A. Shad
PROCL. JUDGE*

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

MORTON BUILDINGS, INC., :
Plaintiff :
: :
vs. : No. 02 - 1760 - C.D.
: :
DAVID J. KARCEWSKI, :
an adult individual, :
Defendant : :
:

PRAECIPE

TO: WILLIAM SHAW, PROTHONOTARY

Please mark the above-captioned case settled, discontinued and ended.

BELIN & KUBISTA


John R. Ryan
Attorney for Plaintiff

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Morton Buildings, Inc.

Vs.
David J Karczewski

No. 2002-01760-CD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 28, 2006, marked:

Settled, Discontinued and ended

Record costs in the sum of \$85.00 have been paid in full by John R. Ryan Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of April A.D. 2006.



William A. Shaw, Prothonotary