



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

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 :

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. Karcewski, 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.



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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 Shanahan Mgr.  
BILL SHANAHAN, Manager



PRIMARY CREW FOREMAN: YES ☒ NO ☐CUSTOMER Dave Karcewski SALESMAN & NO. Lehman 96-2 JOB NO. 96-2665FOREMAN & NO. BRIAN PHILLIPS #14096095 DATE 03-28-02 04-22-02  
(Started) (Last Day Crew Worked)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: \_\_\_\_\_

No. PA'S \_\_\_\_\_ No. Inv. \_\_\_\_\_

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.A. NUMBER	PURPOSE	AMOUNT	P.A. NUMBER	PURPOSE	AMOUNT
DIGGER TRUCK USED	3 HRS		069552	Readimix	\$232.14
SCISSOR TRUCK USED	15.5 HRS		96-14	Set Trusses	\$318.75
			96-15	Portapot	\$79.50
065964	Courier Fee	\$100.00	96-19	Portapot	\$79.50
065965	Dept. of L&I	\$180.00			
044321	Conc/Footers	\$294.68			
069551	Sackrete	\$16.92			
065970	Drafting Paper	\$8.56			

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

Sold To **DAVE KARCEWSKI**

Phone (814) 342-4347

Date 12-18-01

Address 230 N 10th St Philipaburg PA 16866  
STREET, RD., P.O. BOX CITY STATE ZIP CODE

Deliver To **DAVE KARCEWSKI** Phone (814) 342-4347

Address P.O. 53 Morrisdale PA  
STREET, RD., P.O. BOX CITY STATE ZIP CODE

Directions to job site: Rte. 80 West to Exit 21 Kylertown. Take Rte 53 South + 4

Miles on Right.

Sales Consultant

1. 96-2 F Lehman

2.

SITE PREPARED DATE

APPROX. DELIVERY DATE

BID JOB		Yes (No) (CIRCLE ONE)		PREVAILING WAGE		Yes (No) (CIRCLE ONE)					
BUILDING USE		REPAIR SHOP		CLASS NO		341					
BUILDING SPECIFICATION (all dimensions are nominal)				HI RIB STEEL PANEL USE, PAINT TYPE & COLOR							
QTY.	STYLE	WIDTH	HEIGHT	LENGTH	TRUSS SPACING	PAINT	ROOF	SIDE/END	SLIDE/DOOR	OVERHEAD DOOR	WAINSCO
1	E372	42'	16'	45'	7'-6"	COLOR	FFII	KYNAR		KYNAR	KYNAR
This order is a rewrite of previously cancelled Job 96-2611P, which was written on Form 1 #09296 and Form 12a #63475. Transferred from the previous contract to this new order are the following items.											
Down Payment \$9,500.00											
Form 86											
Form 153											
Form 143											
All Form 40 Subcontracts											
2	12' x 14' Payant Pri-Cote II Overhead Doors w/Operator (3) Windows										
3	9100 0066 Entrance Doors (2 with Panic Hardware) Closers										
2	4' x 3' 9-111e Hayfield Windows										
-	2'-0" Overhang Around Entire Building										
-	Cutters and Downspouts										

Exhibit

"A"

Contract Price excluding subsequent change orders \$ 95,000.00

\$ 9,500.00 Down Payment (CHECK #: )  
\$ 47,500.00 Delivery Payment due upon delivery of materials.  
\$ Progress Payment due upon  
\$ 38,000.00 Final Payment is to be paid to Morton Salesman upon completion of this contract.  
Yellow Paper

\$ 2,950.00 will be added to the contract price if the payment schedule at left is not met.

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 construction 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 buyer 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. It occupancy must take place before completion of the project, final payment and proof 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 domicile 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, the undersigned hereby warrants and represents that he/she is the owner of record of the premises upon which this building is to be erected.

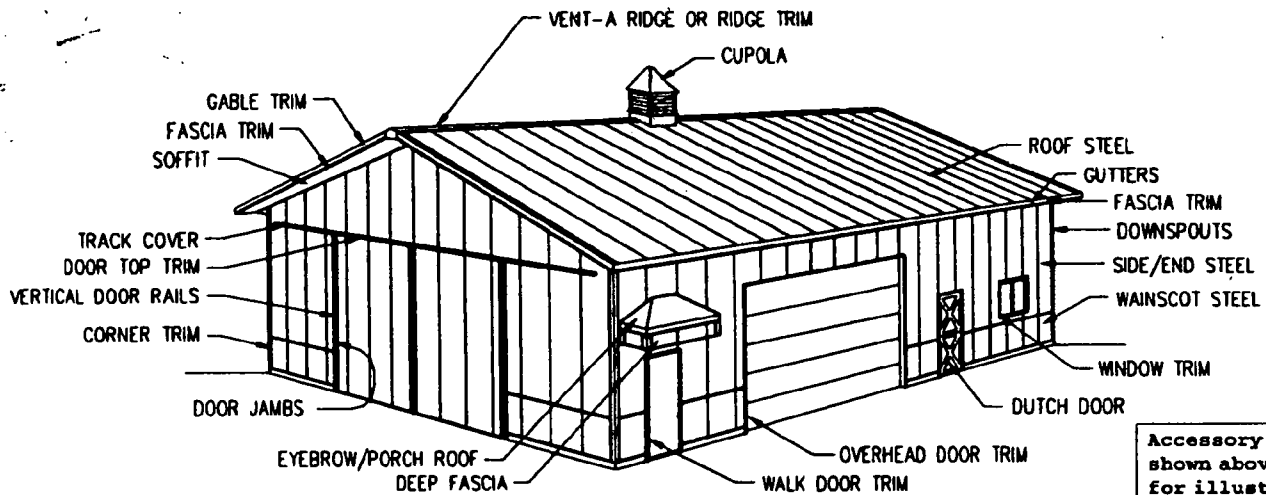
Owner's Signature x

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

NOTE: YOU THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE DAY OF THE BUYER'S CANCELLATION. SEE THE ATTACHED NOTICE.

OWNER'S NAME De. Rashed

**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.

		Denote color desired by placing an "X" in the appropriate box for each trim and accessory.													CORAL TURQ. BLUE GOLD
		R E D	T A N	W H I T E	G R E E N	N A V Y	B R O W N	B L A C K	S I L V E R	C H A R C	I V O R Y	B E I G E	E V G R N	B U R G	
RIDGES	VENT-A-RIDGE	+	+		+	+		+	+					X	+
	T#5 RIDGECAP (1)		+		+	+			+						+
	T#5/T#39 (1)								+			+			+
SOFFIT														X	
GABLE (1)			+		+	+		+	+					X	+
FASCIA (2)			+		+	+		+	+						+
HI-RIB DEEP FASCIA															+
GUTTER														X	
DOWNSPOUTS												X			
CORNER TRIM ABOVE WAINSCOT (1)												X			+
WAINS. (BASE, CORNER, HI-RIB) (3)														X	+
BASE W/O WAINS. (1)															+
OHD DOOR (4) TRIMS			+	X	+	+		+	+						+
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						BROWN								
	PANEL INSERTS														+
9100 WALKDOOR				X											
PNW WALKDOOR															
PNW WALKDOOR TRIM (2)		+	+		+	+		+	+	+	+		+	+	+
WINDOWS				X											
WINDOW TRIM (3)		+	+	X	+	+		+	+	+	+		+	+	+
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

**White** - Morton Home Office, **Green** - Morton/Crew, **Gold** - Morton Home Office, **Canary** - Construction/Crew Center, **Pink** - Owner's Copy

Owner's Signature:

**Date:**

# SITE CONDITIONS AT TIME OF SALE

2665P

Owner's Name DAVE KARCZEWSKI

Job Number 96-2611P

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 920-242 1776

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.

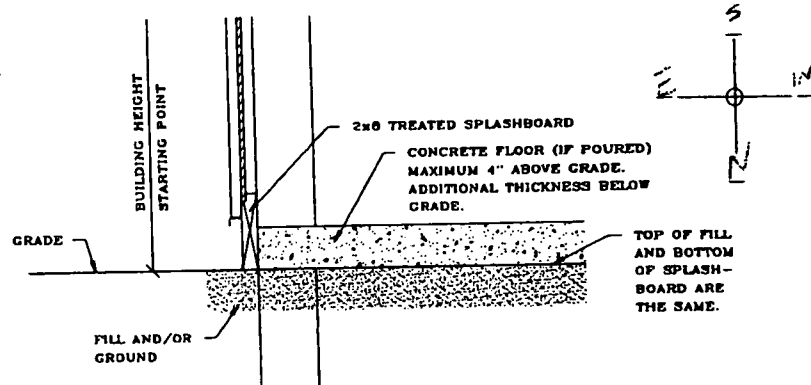
The site was inspected on 4-5-01 by Eric Colman Bob B. Helt  
(Date) (List all people present: Sales Consultant, Owner, Subcontractor, etc.)

Building locator flags were placed on the lot aligning the building with EXISTING ROAD

Owner designated Grade Line as shown in detail below on a grade stake or bench mark located NEXT TO C. BURN

SHOW BUILDERS LEVEL READING IN EACH CORNER

62"	62"
60"	61"



Describe the site and work that needs to be done: Removal of existing trees. Level site to finish grade.

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

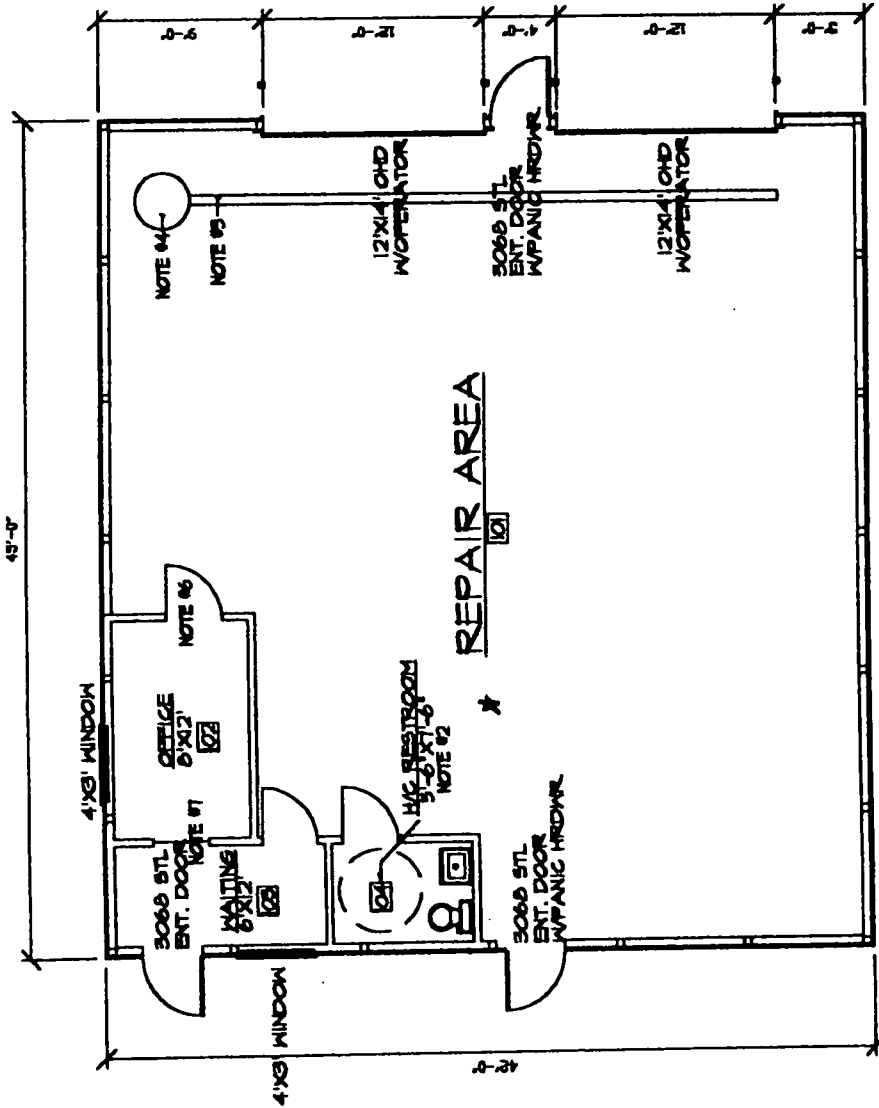
SERVICE	OWNER	MORTON	SERVICE	OWNER	MORTON
Site engineering (survey, water, soil bearing)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Gas Service hookup	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Environmental impact study	<input checked="" type="checkbox"/>	<input type="checkbox"/>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

HOSPITAL PHONE 911 AMBULANCE PHONE 911 FIRE DEPT. PHONE 911

Site id Karczewski

6-12-01

[Signature]



## FLOOR PLAN

NOT FOR CONSTRUCTION-DO NOT SCALE  
ALL DIMENSIONS ARE NOMINAL

ROOM FINISH SCHEDULE							
NO.	DESCRIPTION	SIZE (NOMINAL)	FLOOR FINISH	BASE	WALL FINISH	CEILING FINISH	HEIGHT (NOMINAL)
101	REPAIR AREA	42'x48'	CONCRETE	WOOD	STEEL LINING TOP 8' ACUSTICAL	STEEL	8'
102	OFFICE	8'x12'	CONCRETE	WOOD	1/2" PAINTED DRYHALL	1/2" PAINTED DRYHALL	8'
103	WAITING AREA	8'x12'	CONCRETE	WOOD	1/2" PAINTED DRYHALL	1/2" PAINTED DRYHALL	8'
104	RESTROOM	5'-6" X 7'-6"	CONCRETE	WOOD	1/2" PAINTED DRYHALL	1/2" PAINTED DRYHALL	8'

- NOTES:
- OPEN FLOOR DECK ABOVE ROOMS 101, 103, 104 FOR FURNACE AND HOT WATER HEATER
  - RESTROOM TO BE PA. LAMIN. AND INDUSTRY HANDICAP ACCESSIBLE
  - APPROX. 32 LIN. FT. TRENCH DRAIN
  - ALL REPAIRS, ELECTRICAL, AND ALL DRAINAGE TO BE TAKEN TO 5' OUTSIDE BUILDING
  - WATER REPAIR DRAINAGE TO BE 500'S WOOD
  - ALL INTERIOR DOORS TO BE 500'S WOOD
  - 5'x8' INTERIOR CUSTOMER SERVICE WINDOW

*David J. K...*  
CUSTOMER'S SIGNATURE

6-12-01  
DATE

**BUILDING PLAN & PERMIT TRANSFER FEE**  
REQUIRED FOR ALL COMMERCIAL BUILDINGS AND OTHER BUILDINGS NEEDING PERMITS OR PLANS **2**

96-26118x

<b>REQUIRED LOADING</b> (Specific loads - NOT Morton minimum)				<b>Specific design and site adjustments that are not included in basic building package on Form 86. (circle applicable situation)</b>			
Live Roof Load		Floor Load		Read-Mix Footing	Yes <input checked="" 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 checked="" type="checkbox"/>	If yes, specify location of firewall on Form 86.	
Other Loads SPECIFY:				Attic Draft stop	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, specify location of attic drafts stop on Form 86.	
				Plot Plan	Yes <input checked="" 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.	IMPORTANT CREW INFORMATION			
	Required				Required		Name & Phone No. of Authority
STAMPED	Yes	No		Footing inspection	Yes	No	
NON - STAMPED	Yes	No		Framing inspection	Yes	No	
CUSTOMER APPROVED	Yes	No		Final inspection	Yes	No	
CONCRETE FOUNDATION	Yes	No		<b>NOTE:</b> If mechanical plans, interior layouts, etc. are provided by others, forward a copy of approved plan to Morton with order.			
MECHANICAL	Yes	No					

PLANS TARGET DATE: 1 MONTH 16 DAY 01 YEAR

**NOTES:** 1. **ASAP** is NOT a date.

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

## Message

WHITE - GREEN - PINK - GOLDENROD - TO MORTON WITH NEW ORDER YELLOW - TO OFFICE FILE

# SITE CONDITIONS AT TIME OF SALE

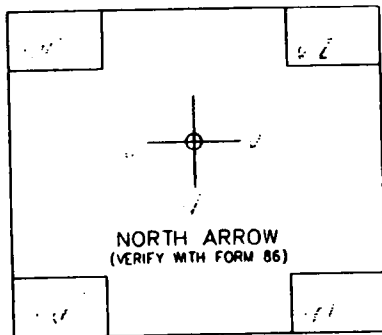
Owner's Name 11111 Kanecki Job Number 94-1088P

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:

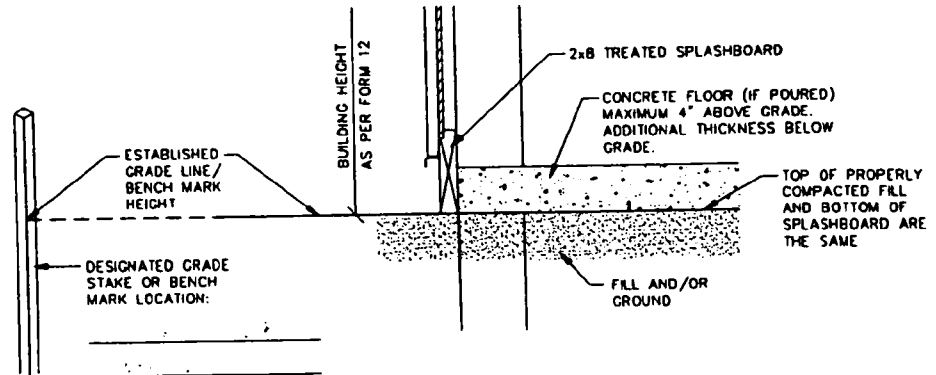
- Digging clearances must be on hand from authorities who have jurisdiction over this site.  
Phone number to obtain local dig clearance: 630-242-1716
- Private lines (electric, telephone, cable, water or sewer lines) must be identified and marked by Owner. Damages incurred by severing private lines 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 11111 Kanecki  
(Date) (List all people present: Sales Consultant, Owner, Subcontractor, etc.)

Building locator flags were placed on the lot aligning the building with 11111 Kanecki



SHOW BUILDER'S LEVEL  
READING IN EACH CORNER



Describe the site as it appears when taking above grade readings and the site preparation work that needs to be done: 11111 Kanecki

RESPONSIBILITY DIVISION. Identify required services that will be provided and paid for by the party initialed in each blank.					
SERVICE	OWNER	MORTON	SERVICE	OWNER	MORTON
Site Engineering (Survey, Water, Soil Bearing)	<u>JK</u>		Gas Service Hookup		
Environmental Impact Study	<u>JK</u>		Water & Sewer Service Hookup		
Percolation Test	<u>JK</u>		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%. Owner's initials: _____		
Buying, Placing & Compacting Fill					
Snow Removal			Construction Trash Removal and Portable Toilet Facilities will be provided by Morton Buildings, Inc. for above job site.		
Covering or Disconnecting Electrical Lines					
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

02-1507-2

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. Karcewski.

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 work was done on May 30, 2002.

Thereby certified to be a true and attested copy of the original statement filed in this case.

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

Exhibit

"B"

SEP 27 2002

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts



5. That there is justly due Deponent from David J. Karcewski, 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. Karcewski.

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. Karcewski, 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. Karcewski whose address is 230 North Tenth Street, Philipsburg, Pennsylvania, 16866.

ATTEST:

MORTON BUILDINGS, INC.

BY Bill Shanahan Mgr.  
BILL SHANAHAN, Manager

9/26/02

DATE

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

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

William A. Shaw  
Prothonotary

FILED  
NOV 12 2002  
3cc  
Atty Ryan

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

MORTON BUILDINGS, INC.,  
an Illinois Corporation;

PLAINTIFF,

v.

DAVID J. KARCEWSKI,  
an adult individual,

DEFENDANT.

No. 02- 1760 -CD

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  
01/11/50/6  
William A. Shaw  
Prothonotary/Clerk of Courts  
we c/c

MORTON BUILDINGS, INC.,  
an Illinois Corporation;

V.

DEFENDANT.

No. 02- 1760 -CD

**AND NOW, comes the Defendant/Counter-Plaintiff, David J. Karcewski, 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:**

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,

A handwritten signature in black ink, appearing to read 'Theron G. Noble', is written over a horizontal line.

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



David J. Karcewski  
David J. Karcewski, Defendant/Counter-Plaintiff

IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA

MORTON BUILDINGS, INC.,  
an Illinois Corporation;

PLAINTIFF,

v.

DAVID J. KARCEWSKI,  
an adult individual,

DEFENDANT.

No. 02- 1760 -CD

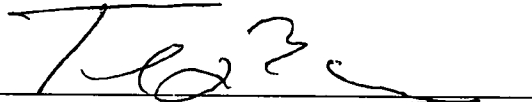
**NOTICE OF SERVICE**

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. KARCENSKI,  
Defendant

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

01/21/98

COLAVECCHI  
RYAN & COLAVECCHI

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

302  
Amy Ryan  
Est

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

MORTON BUILDINGS, INC.,	)	
an Illinois Corporation;	)	
	)	
PLAINTIFF,	)	
	)	No. 02- <u>1760</u> -CD
v.	)	
	)	
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.

DAVID J. KARCEWSKI,  
an adult individual,

DEFENDANT.

No. 02- 1760 -CD

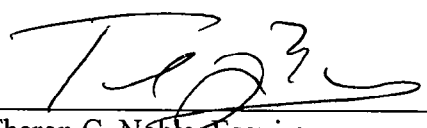
**NOTICE OF SERVICE**

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

JAN 27 2003

William A Shaw  
Prothonotary

cc  
61  
~~1624~~

**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**

01/11:00 BN  
JAN 27 2003

William A. Shaw  
Prothonotary *WAS*

Sworn to Before Me This

27<sup>th</sup> Day Of Jan 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 Mauley Harris*  
Chester A. Hawkins  
Sheriff

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

MORTON BUILDINGS, INC.,  
An Illinois Corporation;  
Plaintiff

VS.

DAVID J. KARCEWSKI,  
an adult individual,  
Defendant

:  
:  
:  
: No. 02-1760-CD  
:  
: PRAECIPE TO WITHDRAW  
: PRELIMINARY OBJECTIONS  
:  
:

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 28 2003

William A. Shaw  
Prothonotary

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

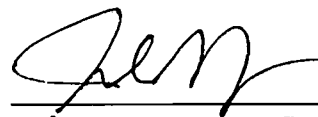
MORTON BUILDINGS, INC.,	:	
An Illincis Corporation;	:	
Plaintiff	:	
	:	No. 02-1760-CD
VS.	:	
	:	
DAVID J. KARCEWSKI,	:	
an adult individual,	:	
Defendant	:	

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 28<sup>th</sup> 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

---

FILED

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3cc  
Atty Ryan  
E

William A. Shaw  
Prothonotary

CA

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

MORTON BUILDINGS, INC.

vs.

DAVID J. KARCEWSKI

:  
:  
:  
:  
:

No. 02-1760-CD

**ORDER**

AND NOW, this 16<sup>th</sup> 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.

**FILED**

013:1761  
MAY 16 2005

William A. Shew  
Prothonotary/Clerk of Courts

ICC Augs: Ryan

Wble  
(CIA env.)

BY THE COURT:



FREDRIC J. AMMERMAN  
President Judge



**FILED**

**MAY 16 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

CA

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

MORTON BUILDINGS, INC.

vs.

DAVID J. KARCEWSKI

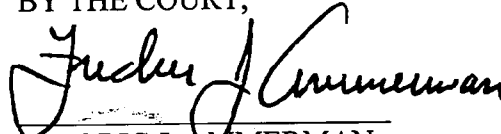
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NO. 02-1760-CD

**ORDER**

NOW, this 20<sup>th</sup> 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

0/3:18/61  
JUL 20 2005

William A. Shaw  
Prothonotary/Clerk of Courts

ice  
Atty's:  
Ryan  
Noble

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

MORTON BUILDINGS, INC.,  
Plaintiff

DAVID J. KARCEWSKI,  
Defendant


\*  
\*  
\*  
\*  
\*

NO. 02-1760-CD

**ORDER**

NOW, this 8<sup>th</sup> 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/1:57 am

NOV 10 2005

ICC Atty's: 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 8<sup>th</sup> 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.

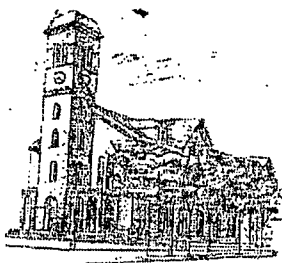
6. Defendant's Counterclaim is dismissed.

7. Opinion to be filed in the event of an Appeal.

BY THE COURT,

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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.

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

  X   Plaintiff(s)/Attorney(s)

  P   Defendant(s)/Attorney(s)

\_\_\_\_\_ Other

\_\_\_\_\_ Special Instructions:

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

MORTON BUILDINGS, INC.,  
Plaintiff

vs.

DAVID J. KARCEWSKI,  
an adult individual,  
Defendant

No. 02 – 1760 – C.D.

**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 <sup>3cc + 3 Cert</sup> <sub>in</sub> Of disc issued  
APR 28 2008 to Atty Ryan  
Copy to C/A  
William A. Shinn  
PROSECUTOR

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

MORTON BUILDINGS, INC.,  
Plaintiff

vs.

DAVID J. KARCEWSKI,  
an adult individual,  
Defendant


No. 02 – 1760 – C.D.

**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

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IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Morton Buildings, Inc.

Vs.

No. 2002-01760-CD

David J Karcewski

COPY

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