

2004-1176-CD
William Knight et al vs Edward Sikora

2004-1176-CD
WILLIAM C. KNIGHT, AL

VS

EDWARD W. SIKORA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**WILLIAM C. KNIGHT and DOROTHY
M. KNIGHT, individually and as husband
and wife, t/d/b/a TALL TRAVEL,**

Plaintiffs

Vs.

**EDWARD W. SIKORA, an
Individual,**

Defendant

Type of Case - **CIVIL**

No. 2004-1176-CO

Type of Pleading - **COMPLAINT**

Filed on Behalf of - **PLAINTIFFS**

Filed by -

**NICHOLAS GIANVITO, ESQ.
Pa. I.D. #67190**

LORENZO, GIANVITO & LAVELLE,
P.C.
410 W. Mahoning St.
P.O. Box 495
Punxsutawney, PA 15767
(814) 938-6390

FILED

AUG 05 2004

m/11/2004
William A. Shaw
Prothonotary
1 cent to Atty
1 cent to SHG

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

**WILLIAM C. KNIGHT and DOROTHY
M. KNIGHT, individually and as husband
and wife, t/d/b/a TALL TRAVEL,**

Plaintiffs

Vs.

No. _____

**EDWARD W. SIKORA, an
Individual,**

Defendant

NOTICE

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

Prothonotary
Clearfield County Courthouse
230 E. Market St.
Clearfield, PA 16830
(814) 765-2641, ext. 1330

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

**WILLIAM C. KNIGHT and DOROTHY
M. KNIGHT, individually and as husband
and wife, t/d/b/a TALL TRAVEL,**

Plaintiffs

Vs.

No. _____

**EDWARD W. SIKORA, an
Individual,**

Defendant

COMPLAINT

AND NOW, come the plaintiffs, WILLIAM C. KNIGHT and DOROTHY M. KNIGHT, individually and as husband and wife, t/d/b/a TALL TRAVEL, by and through their counsel, NICHOLAS GIANVITO, ESQ., of LORENZO, GIANVITO & LAVELLE, P.C., and files the following Complaint, of which the facts set forth hereinafter are a true and concise summary:

1. Plaintiffs, WILLIAM C. KNIGHT and DOROTHY M. KNIGHT, are adult individuals who reside at 4297 Bundy Settlement Road, Brockport, Elk County, Pennsylvania, 15823. Said plaintiffs trade or do business under the name, "TALL TRAVEL", with said business being located at 701 East Dubois Avenue, Dubois, Clearfield County, Pa., 15801.
2. Defendant, EDWARD W. SIKORA, is an adult individual residing at 657 West Long Avenue, Dubois, Clearfield County, Pa., 15801.

3. Prior to December 13, 2000, plaintiffs assumed a Lease Agreement that had been entered into with defendant, providing that it would pay \$675.00 per month unto defendant for rent.

4. On or about December 13, 2000, an agreement was reached between said plaintiffs and said defendant that plaintiffs would renew their lease with defendant, EDWARD W. SIKORA, at the same location, 701 East Dubois Avenue, Merchant's Point, Dubois, Clearfield County, Pennsylvania, for a period of five years commencing on January 1, 2001, for the lease rate of \$675.00 per month, due the first day of each month, no later than the fifth day of each month, with the lease set to expire on January 1, 2006 (copies of said Lease Agreements are attached hereto and incorporated herein respectively as Exhibits "A" and "B").

5. Sometime in April or May of 2003, defendant informed plaintiffs that defendant was in the process of selling his real estate located at the aforesaid Merchant's Pointe, and that plaintiffs would have to remove themselves from the premises. Defendant additionally informed plaintiffs that defendant would reimburse plaintiffs for all reasonable and necessary costs incurred in moving their business, Tall Travel, to a new location in the Dubois area.

6. As a result of the above-noted notification by defendant, plaintiffs were required to remove themselves from the aforementioned location to a new location at 701 East Dubois Avenue, Dubois, Pa. Plaintiffs began operations at their new location in June of 2003.

COUNT ONE

**William C. Knight and Dorothy M. Knight, individually and as
husband and wife, t/d/b/a Tall Travel, Plaintiffs**
Vs.,
Edward W. Sikora, an individual, Defendant

BREACH OF LEASE AGREEMENT

7. Paragraphs one (1) through six (6) are hereby incorporated by reference as though the same were set forth fully and at length.

8. As a result of defendant's actions, as noted above, defendant is in breach of his Lease Agreement with said plaintiffs, as referenced in Exhibit "B".

9. As a result of this breach, plaintiffs have incurred damages in the following amounts:

\$ 800.00	to hold new office space for 2 months
5,280.00	rent differential (old rent \$675-new rent \$835 = \$160 x 33 months)
265.00	application fee for change of address
4,200.00	purchase and installation of front door for new office
1,610.07	disconnect and reconnect computers
2,126.75	new address office supplies (invoices, letterhead, business cards)
286.00	window coverings for new office
40.65	rubber stamp for brochures w/new address
2,940.20	advertise new location (radio, newspaper, change ads in telephone directories)
300.00	Stormer Agency - scheduled all ads
500.00	air conditioner (new unit installed at old office late summer 2002 which we didn't get to use)
1,500.00	loss of business during move (2½ days)
222.00	wallpaper from Patti's Papering
530.47	wallpaper at Sherwin Williams
677.48	brochure rack
133.78	paint and supplies

723.00	Yeager's moving company
2,932.90	Sekula Sign (move existing signs to new location, reletter new door with office hours, new sign for road side)
100.00	switch existing telephone lines
<u>497.59</u>	move phone system by Simpson Communications
\$25,665.89	SUBTOTAL

Hours Involved for New Location Research and Move

4 hrs.	research of new location
2 hrs.	measure window coverings
2 hrs.	install window coverings
8 hrs.	installation of door
10 hrs.	changing utilities over, setting up new phone/computer lines
30 hrs.	painting
<u>10 hrs.</u>	moving

66 hrs. x \$15.00/hr labor =
\$ 990.00

\$26,655.89 **TOTAL**

WHEREFORE, plaintiffs respectfully request this Honorable Court enter judgment in favor of plaintiffs and against defendant in the amount of \$26,655.89, and award such other relief as the court deems appropriate.

COUNT TWO

William C. Knight and Dorothy M. Knight, individually and as husband and wife, t/d/b/a Tall Travel, Plaintiffs
Vs.,
Edward W. Sikora, an individual, Defendant

BREACH OF CONTRACT

10. Paragraphs one (1) through nine (9) above are hereby incorporated by reference as though set forth fully and at length.

11. As noted hereinabove, said defendant offered to reimburse plaintiffs for all reasonable and necessary costs incurred in moving their business to a different location in the Dubois area, including reasonable costs associated with the time involved by plaintiffs with moving to the new location and setting up their business in said location.

12. Plaintiffs accepted said offer, believing that defendant would act in good faith and would in fact reimburse plaintiffs for said costs and time associated with the move of the business to the new location.

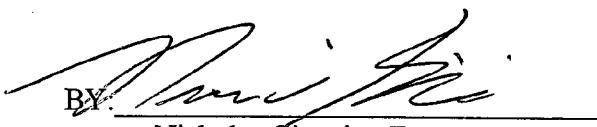
13. Defendant has breached his agreement with plaintiffs, by failing to reimburse plaintiffs for said reasonable costs associated with the move to the new business location.

14. As a result of this breach, plaintiffs have incurred damages as set forth in paragraph 9, hereinabove.

WHEREFORE, plaintiffs respectfully request this Honorable Court enter judgment in favor of plaintiffs and against defendant in the amount of \$26,655.89, and award such other relief as the court deems appropriate.

Respectfully submitted,

LORENZO, GIANVITO & LAVELLE, P.C.

BY: 
Nicholas Gianvito, Esq.
Counsel for Plaintiffs

STATE OF PENNSYLVANIA
SS:
COUNTY OF JEFFERSON

WILLIAM C. KNIGHT and DOROTHY M. KNIGHT, individually and as husband and wife, t/d/b/a TALL TRAVEL, plaintiffs, being duly sworn according to law, depose and say that the facts set forth in the foregoing Complaint are true and correct to the best of their information, knowledge and belief.

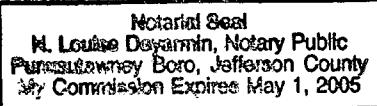
William C. Knight
William C. Knight

Dorothy M. Knight
Dorothy M. Knight

Sworn and subscribed before me

this 29th day of April, 2004.

H. Louise Deyarmin
Notary Public



Member, Pennsylvania Association of Notaries

FILED

AUG 05 2004

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

KNIGHT, WILLIAM C. & DOROTHY M.t/d/b/a
VS.
SIKORA, EDWARD W.
COMPLAINT

Sheriff Docket # 16066
04-1176-CD

SHERIFF RETURNS

NOW AUGUST 23, 2004 AT 1:10 PM SERVED THE WITHIN COMPLAINT ON EDWARD W. SIKORA, DEFENDANT AT RESIDENCE, 657 WEST LONG AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EDWARD SIKORA A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
46.87	SHERIFF HAWKINS PAID BY: ATTY CK# 15653
10.00	SURCHARGE PAID BY: ATTY CK# 15654

Sworn to Before Me This

02nd Day Of Sept. 2004

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
By: Maury H. Ham
Chester A. Hawkins
Sheriff

362
FILED
09/22/2004
SEP 02 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

WILLIAM C. KNIGHT and DOROTHY M. NO. 2004-1176 C.D.
KNIGHT, individually and as husband
and wife, t/d/b/a TALL TRAVEL,
Plaintiffs
vs.
Type of Case: Civil
Type of Pleading: Answer to Complaint

EDWARD W. SIKORA, an Individual, Filed on behalf of: Defendant
Defendant

Counsel of Record for this Party:
David P. King, Esquire
23 Beaver Drive
P. O. Box 1016
DuBois, PA 15801
(814) 371-3760

Supreme Court No. 22980

FILED
09/10/2004
SEP 10 2004
2cc
Atty King

William A. Shaw
Prothonotary/Clerk of Courts

7

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

WILLIAM C. KNIGHT and DOROTHY M.	:
KNIGHT, individually and as husband	:
and wife, t/d/b/a TALL TRAVEL,	:
Plaintiffs	:
	:
vs.	: NO. 2004-1176 C.D.
	:
EDWARD W. SIKORA, an Individual,	:
Defendant	:

ANSWER

AND NOW, comes the Defendant, EDWARD W. SIKORA, by and through his Counsel, David P. King, Esquire, and files the following Answer to Plaintiffs' Complaint, and in support thereof avers as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. The averments in Paragraph 4 are admitted, as to the statements made therein. However, copies of Lease Agreements referred to as Exhibits "A" and "B" were not attached to the certified copy of the Complaint served upon the Defendant. Therefore, Defendant denies any reference, incorporation or inference be made from such Exhibits as may appear in the original filed Complaint of record.
5. The averments in Plaintiffs' Paragraph 5 are denied in that the Defendant never informed the Plaintiffs that he was selling his real estate, nor did he, nor his agents tell the Plaintiffs that they would be required to remove themselves from the premises. Defendant did, however, inform the Plaintiffs that the Defendant would reimburse them for some of their costs

incurred in moving their business to a new location in DuBois should they voluntarily vacate the premises prior to the expiration of their Lease.

6. The averments in Plaintiffs' Paragraph 6 are further denied in that again, the Plaintiffs were never required, verbally or in writing, to remove themselves from the premises. Their decision to do so was voluntary without any legal requirement and Plaintiffs were informed that it was their right to stay there should they desire. As a further answer to Plaintiffs' Paragraph 6, Defendant is not sure exactly when the Plaintiffs began operating their business at a new location, but further states that the Plaintiffs voluntarily vacated the premises of the Defendant long before the same was necessary or before they were required legally to do so.

COUNT ONE
BREACH OF LEASE AGREEMENT

7. Defendant answers Paragraphs 1 through 6 above incorporating such answers and restating the same by reference as if fully set forth.

8. For all of the reasons as set forth above and hereafter, Defendant denies that there is any breach of any of the Lease Agreement. Plaintiffs vacating the premises was voluntary, and the Defendant legally could not have them removed from the premises, and Plaintiffs were well aware of the same.

9. Because there was no breach of any Lease, the Plaintiffs have not suffered or incurred any damages which could be awarded under any theory of breach of contract. Notwithstanding, Defendant further answers that the alleged incurred damages are in whole or in part, unreasonable, unnecessary, inaccurate and otherwise over stated or over inflated.

WHEREFORE, Defendant prays your Honorable Court to enter judgment in his favor, or otherwise dismiss the Complaint of the Plaintiffs, and he will so ever pray.

COUNT TWO
BREACH OF CONTRACT

10. The Defendant answers in the same manner as set forth in Paragraphs 1 through 9 above, by reference and as if the same are fully set forth herein.

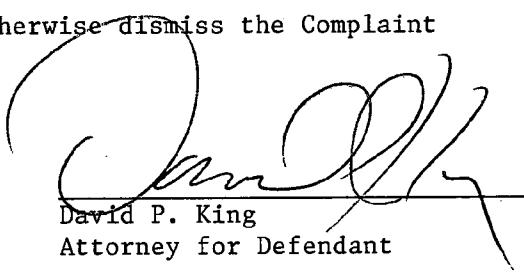
11. The Defendant did offer to reimburse the Plaintiffs for some, but certainly not all costs involved in moving their business to a different location. Therefore, there was no meeting of the minds as to all of the things that Plaintiffs have chosen to list as "damages".

12. It is denied that the Plaintiffs accepted some offer made by the Defendant if it infers that all of the things listed by Plaintiffs were agreed to. In fact, some of the things may have been offered, but many were not, and made clear by the Defendant that he would not pay for many of the costs requested by the Plaintiffs then and now.

13. The Defendant therefore avers that there was no meeting of the minds, and no breach of an agreement with the Plaintiffs as to all of the things Plaintiffs allege.

14. For all of the reasons as set forth above, Defendant denies that the Plaintiffs have incurred such damages as set forth in Paragraph 9 of their Complaint, and even reiterates his answer to Plaintiffs' Paragraph 9.

WHEREFORE, Defendant requests your Honorable Court to enter judgment in his favor, and against the Plaintiffs, or otherwise dismiss the Complaint against the Defendant.


David P. King
Attorney for Defendant

I verify that the statements made in this Answer 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.

Date: September 10, 2004



Edward W. Sikora
Defendant

FILED

SEP 10 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**WILLIAM C. KNIGHT and DOROTHY
M. KNIGHT, individually and as husband
and wife, t/d/b/a TALL TRAVEL,**

Type of Case - **CIVIL**

No. 2004 - 1176

Plaintiffs

Type of Pleading -
**NOTICE OF DEPOSITION OF
EDWARD W. SIKORA**

Vs.

Filed on Behalf of - **PLAINTIFFS**

**EDWARD W. SIKORA, an
Individual,**

Filed by -

Defendant

NICHOLAS GIANVITO, ESQ.
Pa. I.D. #67190

LORENZO & GIANVITO & P.C..
410 W. Mahoning St.
P.O. Box 495
Punxsutawney, PA 15767
(814) 938-6390

614
FILED
M 10 29 2005
FEB 02 2005
NCC

William A. Shaw
Prothonotary/Clerk of Courts

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

**WILLIAM C. KNIGHT and DOROTHY
M. KNIGHT, individually and as husband
and wife, t/d/b/a TALL TRAVEL,**

Plaintiffs

Vs.

No.2004 – 1176 C.D.

**EDWARD W. SIKORA, an
Individual,**

Defendant

NOTICE OF DEPOSITION

To: **EDWARD W. SIKORA**
% David P. King, Esq.
23 Beaver Drive
P.O. Box 1016
DuBois, PA 15801

PLEASE TAKE NOTICE that pursuant to the Pennsylvania Rules of Civil Procedure, WILLIAM C. KNIGHT, et al., Plaintiffs herein, give notice that the deposition of EDWARD W. SIKORA, Defendant, will be taken on **TUESDAY, MARCH 8, 2005 beginning at 10:00 AM** at the law office of David P. King, Esq., 23 Beaver Drive, DuBois, PA 15801.

The deposition will be taken upon oral examination for all purposes provided for and allowed by the Pennsylvania Rules of Civil Procedure.

LORENZO & GIANVITO, P. C.

Date: 2/1/05

By: 

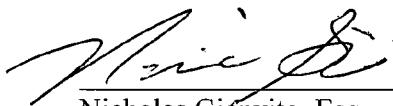
Nicholás Gianvito, Esq.
Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of said Notice of Deposition was mailed first class mail, postage prepaid on the 1st day of February, 2005 to the following:

David P. King, Esq.
23 Beaver Drive
P.O. Box 1016
DuBois, PA 15801

Sargent's Court Reporting
210 Main St.
Johnstown, PA 15901



Nicholas Gianvito, Esq.
Attorney for Plaintiff

FILED

FEB 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

LORENZO & GIANVITO, P.C.

ATTORNEYS AT LAW

410 WEST MAHONING STREET

P. O. BOX 495

PUNXSUTAWNEY, PA 15767

(814) 938-6390

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

**WILLIAM C. KNIGHT and
DOROTHY KNIGHT, individually
and as husband and wife,
t/d/b/a TALL TRAVEL**

Type of Case - **CIVIL**

Plaintiffs

No. 2004-1176 C.D.

vs.

**EDWARD W. SIKORA,
an individual**

Type of Pleading - **PRAECIPE
TO DISCONTINUE**

Filed on Behalf of - **PLAINTIFFS**

Counsel of Record for This
Party

Defendant.

NICHOLAS GIANVITO, ESQ.

Pa. I.D. #67190

LORENZO & GIANVITO, P.C.
410 West Mahoning St.
P.O. Box 495
Punxsutawney, PA 15767
(814) 938-6390

GW
FILED No cc
m/2/49301 Cert. of
APR 08 2005 Disc. to
✓ William A. Shaw
Prothonotary/Clerk of Courts
Copy to cIA
ADM

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

WILLIAM C. KNIGHT and Type of Case - **CIVIL**
DOROTHY KNIGHT, individually
and as husband and wife,
t/d/b/a TALL TRAVEL,

Plaintiffs

vs.

No. 2004-1176 C.D.

EDWARD W. SIKORA,
an individual,
Defendant.

PRAECIPE TO DISCONTINUE

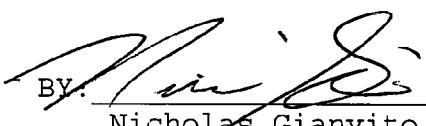
TO THE PROTHONOTARY:

Please mark the above-captioned matter as settled,
discontinued, and terminated.

LORENZO & GIANVITO, P.C.

Date: 4-7-05

BY:


Nicholas Gianvito, Esq.
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of April, 2005, true and correct copies of the foregoing Praeclipe to Discontinue was forwarded via first-class mail, postage prepaid, to the following:

David P. King, Esq.
23 Beaver Drive
DuBois, PA 15801



Nicholas Gianvito, Esq.

FILED

APR 08 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

Copy

CIVIL DIVISION

William C. Knight
Dorothy M. Knight
Tall Travel

Vs.
Edward W. Sikora

No. 2004-01176-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 8, 2005, marked:

Settled, Discontinued and Terminated

Record costs in the sum of \$85.00 have been paid in full by Nicholas Gianvito, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of April A.D. 2005.

William A. Shaw, Prothonotary