

04-1271-CD
BLOOM ELECTRIC PLUMBING HEATING & AIR CONDITIONING -VS-
DICK YOUNGKIN, t/d/b/a YOUNGKIN CONSTRUCTION

Bloom Electric vs Dick Youngkin et al
2004-1271-CD

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

BLOOM ELECTRIC PLUMBING :
HEATING & AIR CONDITIONING, :
Plaintiff :
vs. : NO. 04-1271-C.D.
DICK YOUNGKIN, t/d/b/a :
YOUNGKIN CONSTRUCTION, :
Defendant :
:

COMPLAINT

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

Fm
AUG 18 2004

o 110.30 (u)
William A. Shaw
Prothonotary

3 cent to Attn

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

BLOOM ELECTRIC PLUMBING	:	
HEATING & AIR CONDITIONING,	:	
Plaintiff	:	
vs.	:	NO. 04 - - C.D.
DICK YOUNGKIN, t/d/b/a	:	
YOUNGKIN CONSTRUCTION,	:	
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 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
Market & Second Street
Clearfield, PA 16830
(814) 765-2641, ext. 1300

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

BLOOM ELECTRIC PLUMBING	:
HEATING & AIR CONDITIONING,	:
Plaintiff	:
vs.	NO. 04 - - C.D.
DICK YOUNGKIN, t/d/b/a	:
YOUNGKIN CONSTRUCTION,	:
Defendant	:

COMPLAINT

NOW COMES, Bloom Electric Plumbing Heating & Air Conditioning, and by its
Attorneys, Belin & Kubista, avers as follows:

1. Plaintiff is Bloom Electric Plumbing Heating and Air Conditioning, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having its principal place of business at 8164 Clearfield-Curwensville Highway, Clearfield, Clearfield County, Pennsylvania 16830.
2. Defendant is Dick Youngkin, an adult individual trading and doing business as Youngkin Construction and having his principal place of business at Box 217A, Coalport, Clearfield County, Pennsylvania 16825.
3. On or about July 7, 2003, Defendant engaged the services of Plaintiff as a subcontractor to supply materials and perform the installation of heat, electrical and plumbing for the construction of a residential dwelling on property owned by Thomas and Melissa Janocko situated in Lawrence Township, Clearfield County, Pennsylvania. A true and correct copy of the original estimate supplied

- by Plaintiff to Defendant itemizing said materials and services is attached hereto as Exhibit "A" and incorporated herein by reference as of set forth at length.
4. Plaintiff performed all services and supplied all materials required under its contract with Defendant and submitted invoices to Defendant in the total amount of \$25,892.69.
 5. Defendant has paid to Plaintiff a total of Twelve Thousand Seven Hundred Dollars and Nineteen Cents (\$12,710.19), leaving a balance due and unpaid of Thirteen Thousand One Hundred Eighty Two Dollars and Fifty Cents (\$13,182.50). A true and correct copy of the Invoice for the amount due prepared by Plaintiff is attached hereto, marked Exhibit "B" and incorporated herein by reference as if set forth at length.
 6. The services performed and the materials supplied by Plaintiff were rendered in a timely fashion and in accordance with the terms of the contract. Defendant has at no time made any complaint to Plaintiff as to the quality of the labor or the materials supplied.
 7. It is believed and therefore averred that Defendant has been paid in full by the homeowners for his services as the general contractor in the construction of the residential dwelling.
 8. Defendant has failed and refused to pay the balance due and owing to Plaintiff despite regular monthly billing on the part of Plaintiff.

**COUNT ONE
BREACH OF CONTRACT**

9. Paragraphs 1 through and including Paragraph 8 are incorporated herein by reference as if set forth at length.

10. The actions of Defendant as aforesaid are willful and constitute a material breach of the contract between the Plaintiff and Defendant as set forth in document attached hereto as Exhibit "A".
11. As the direct and proximate result of the actions of the Defendant as aforesaid, Plaintiff has suffered and continues to suffer damages, including the loss of the monies owed to it by Defendant, loss of use of said monies, lost interest on the money and other damages as may be discovered.

WHEREFORE, Plaintiff demands that judgment enter judgment in its favor and against Defendant in the amount of \$13, 182.50, together with interest and costs of suit.

COUNT TWO
QUANTUM MERUIT

12. Paragraphs 1 through and including Paragraph 8 are incorporated herein by reference as if set forth at length.
13. Plaintiff has, as alleged herein above, performed services for the Defendant, for which services Defendant has promised to pay Plaintiff.
14. The services provided by Plaintiff to Defendant have a reasonable value of Thirteen Thousand One Hundred Eighty Two Dollars and Fifty Cents (\$13,182.50).
15. Defendant has failed and refused to pay Plaintiff for the services rendered.
16. As the result of Defendant's failure and refusal to make payment to Plaintiff for the services rendered, Plaintiff has suffered damage, including but not limited to the loss of the value of time and effort expended on behalf of Defendant and the cost of the materials and equipment furnished in connection thereto.

17. As a result of Defendant's failure and refusal to make payment to Plaintiff for the reasonable value of Plaintiff's services, Defendant has been unjustly enriched at the expense of the Plaintiff.

WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant in the amount of \$13,182.50, together with costs, interest and Plaintiff's reasonable attorney's fees incurred in connection with the preparation, and litigation of this action.

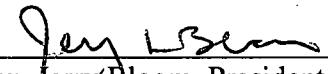
BELIN & KUBISTA

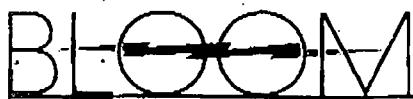


John R. Ryan
Attorney for Plaintiff

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 Pa. C.S. 4904, relating to unsworn falsification to authorities.

BLOOM ELECTRIC PLUMBING HEATING
& AIR CONDITIONING


By: Jerry L. Bloom, President



Electric • Heating & Plumbing • Air Conditioning

July 7, 2003

Youngkin Construction
Box 217A
Coalport, PA 16627

The following is the quote for the supply and installation of heat, electrical, and plumbing for the Janocko Job. Price to include:

HEATING - \$6,700.00

- 1 - Burnham boiler w/ coil
- 1 - oil tank
- 3 - zones

In the event that they opt for an additional flu there will be an additional charge of \$809.46. Price includes material only.

PLUMBING - \$4,612.00

- 1/2 bath - 1st Floor
- Full bath - 1st Floor
- 1 - shower
- Bath in basement
- Full bath - 2nd Floor
- 2 - outside frost free hosebibs
- No fixtures or faucets

ELECTRICAL - \$4,953.00

We would like to thank you for allowing us the opportunity to quote you on this project. If you have any questions or need any additional information, please contact our office at one of the numbers listed below.

Thank You,

Jerry Bloom
President

When you call we get moving!

RD 4 Box 91 • Clearfield, PA 16830 • (814) 765-3140 • FAX (814) 766-9221
Curwensville 236-0147 • DuBois 375-0864 • Philipsburg 342-3660
EMAIL: bloom@bloomair.com

EXHIBIT "A"

REMIT TO:

031261

BLOOM

Electric • Heating • Plumbing • Air Conditioning

RD 4 Box 91 • Clearfield PA 16830
Phone (814) 765-3140 • Fax (814) 765-9231
email: bloomeho@cslink.net**JOB INVOICE**

PHONE 672-3829	DATE OF ORDER 12/04/03
ORDER TAKEN BY KRL	CUSTOMER ORDER NUMBER DICK

DAY WORK

CONTRACT

EXTR

TO: Youngkin Construction
Box 217A
Coalport, PA 16627JOB NAME / NUMBER
Melissa Janocko

JOB LOCATION

JOB PHONE
the frameSTARTING DATE
12/04/03

QUANTITY	MATERIAL	UNIT PRICE	AMOUNT
1.00	FINAL	9483.00	9483.00
1.00	EXTRA	416.00	416.00
1.00	EXTRA	1088.00	1088.00
1.00	EXTRA	105.00	105.00
14.00	EXTRA	17.25	241.50
1.00	EXTRA	1798.00	1798.00
1.00	EXTRA	51.00	51.00

TOTAL MATERIALS ►

13,182.50

OTHER CHARGES	AMOUNT	LABOR	HOURS	RATE	AMOUNT
TOTAL OTHER ►	TOTAL LABOR ►				

DESCRIPTION OF WORK

Final billing of mechanical trades with extras.

TERMS NET 30 DAYS 2% INTEREST	REMIT PAYMENT TO: P.O. BOX 93 GRAMPIAN, PA 16838	DATE COMPLETED 12/04/03	TOTAL MATERIALS TOTAL OTHER TOTAL LABOR TAX	13,182.50
WORK ORDERED BY				
AUTHORIZED SIGNATURE			TOTAL ►	13,182.50

I hereby acknowledge the satisfactory completion of the above described work.

EXHIBIT "B"

BELIN & KUBISTA

CLEARFIELD, PENNSYLVANIA 16830

P. O. BOX 1

15 NORTH FRONT STREET

ATTORNEYS AT LAW

In The Court of Common Pleas of Clearfield County, Pennsylvania

BLOOM ELECTRIC PLUMBING HEATING & AIR CONDITIONING

Sheriff Docket # 16142

VS.

YOUNGKIN, DICK t/d/b/a YOUNGKIN CONSTRUCTION

04-1271-CD

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 31, 2004 AT 10:03 AM SERVED THE WITHIN COMPLAINT ON DICK YOUNGKIN t/d/b/a YOUNGKIN CONSTRUCTION, DEFENDANT AT RESIDENCE, BOX 217A, COALPORT, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHRISTY YOUNGKIN, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: DAVIS/MORGILLO

Return Costs

Cost	Description
39.37	SHERIFF HAWKINS PAID BY: ATTY CK# 18165
10.00	SURCHARGE PAID BY: ATTY CK# 18166

Sworn to Before Me This

37 Day Of Sept. 2004
William A. Shaw

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

So Answers,

*Chester A. Hawkins
by Maelyn Hause*
Chester A. Hawkins
Sheriff

*FILED NO
012-4281
SEP 03 2004*

William A. Shaw
Prothonotary/Clerk of Courts

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

BLOOM ELECTRIC PLUMBING :
HEATING & AIR CONDITIONING, :
Plaintiff :
:
vs. : NO. 04 - 1271 - C.D.
:
DICK YOUNGKIN, t/d/b/a :
YOUNGKIN CONSTRUCTION, :
Defendant :
:

FIRST AMENDED COMPLAINT

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 *EGK*

SEP 21 2004
013100/1
William A. Shaw
Prothonotary/Clerk of Courts

3 cent to Atts

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

BLOOM ELECTRIC PLUMBING	:
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vs.	NO. 04 - 1271 - C.D.
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Clearfield, PA 16830
(814) 765-2641, ext. 1300

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

BLOOM ELECTRIC PLUMBING	:
HEATING & AIR CONDITIONING,	:
Plaintiff	:
vs.	NO. 04 - 1271 - C.D.
DICK YOUNGKIN, t/d/b/a	:
YOUNGKIN CONSTRUCTION,	:
Defendant	:

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Attorneys, Belin & Kubista, avers as follows:

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3. On or about July 7, 2003, Defendant engaged the services of Plaintiff as a subcontractor to supply materials and perform the installation of heat, electrical and plumbing for the construction of a residential dwelling on property owned by Thomas and Melissa Janocko situated in Lawrence Township, Clearfield County, Pennsylvania. A true and correct copy of the original estimate supplied

- by Plaintiff to Defendant itemizing said materials and services is attached hereto as Exhibit "A" and incorporated herein by reference as of set forth at length.
4. Plaintiff performed all services and supplied all materials required under its contract with Defendant and submitted invoices to Defendant in the total amount of \$19,964.50.
 5. Defendant has paid to Plaintiff a total of Six Thousand Seven Hundred Eighty-two Dollars (\$6,782.00), leaving a balance due and unpaid of Thirteen Thousand One Hundred Eighty Two Dollars and Fifty Cents (\$13,182.50). A true and correct copy of the Invoice for the amount due prepared by Plaintiff is attached hereto, marked Exhibit "B" and incorporated herein by reference as if set forth at length.
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WHEREFORE, Plaintiff demands that judgment be entered in its favor and against Defendant in the amount of \$13,182.50, together with costs, interest and Plaintiff's reasonable attorney's fees incurred in connection with the preparation, and litigation of this action.

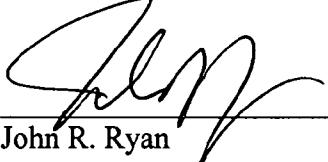
BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

I verify that the statements made in this First Amended Complaint are true and correct.

I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904,
relating to unsworn falsification to authorities.



John R. Ryan



Electric • Heating & Plumbing • Air Conditioning

July 7, 2003

Youngkin Construction
Box 217A
Coalport, PA 16627

The following is the quote for the supply and installation of heat, electrical, and plumbing for the Janocko Job. Price to include:

HEATING - \$6,700.00

- 1 - Burnham boiler w/ coil
- 3 - zones
- 1 - oil tank

In the event that they opt for an additional flu there will be an additional charge of \$809.46. Price includes material only.

PLUMBING - \$4,612.00

- ½ bath - 1st Floor
- Full bath - 1st Floor
- 1 - shower
- 2 - outside frost free hosebibs
- Bath in basement
- Full bath - 2nd Floor
- No fixtures or faucets

ELECTRICAL - \$4,953.00

We would like to thank you for allowing us the opportunity to quote you on this project. If you have any questions or need any additional information, please contact our office at one of the numbers listed below.

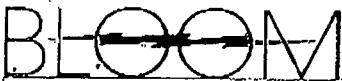
Thank You,

Jerry Bloom
President

When you call we get moving!

RD 4 Box 91 • Clearfield, PA 16830 • (814) 765-3140 • FAX (814) 766-9221
Curwensville 236-0747 • DUBOIS 373-0884 • PHILLIPSBURG 342-3500
EMAIL: bloom@bloom-phillipsburg.com

REMIT TO:



Electric • Heating & Plumbing • Air Conditioning

 RC 4 Box 91 • Clearfield PA 16830
 Phone (814) 765-3140 • Fax (814) 765-9231
 email: bloomeha@cslink.net

031261

JOB INVOICE

PHONE 672-3829	DATE OF ORDER 12/04/03
ORDER TAKEN BY KRL	CUSTOMER ORDER NUMBER DICK

DAY WORK

CONTRACT

EXT

TO:

 Youngkin Construction
 Box 217A
 Coalport, PA 16627

 JOB NAME / NUMBER
 Melissa Janocko

JOB LOCATION

 JOB PHONE
 the frame

 STARTING DATE
 12/04/03

QUANTITY	MATERIAL	UNIT PRICE	AMOUNT
1.00	FINAL	Final billing of original bid	9483.00
1.00	EXTRA	Extra: Street light	416.00
1.00	EXTRA	Extra: Stainless steel flu	1088.00
1.00	EXTRA	Extra: Relocation of corner fl	105.00
14.00	EXTRA	Extra: Providing of recessed c	17.25
1.00	EXTRA	Extra: Garage heat unit hester	1798.00
1.00	EXTRA	Extra: Installation of firepla	51.00

TOTAL MATERIALS ►

13,182.50

OTHER CHARGES	AMOUNT	LABOR	HOURS	RATE	AMOUNT
TOTAL OTHER ►	TOTAL LABOR ►				

DESCRIPTION OF WORK

Final billing of mechanical trades wth extras.

TERMS NET 30 DAYS 2% INTEREST	REMIT PAYMENT TO: P.O. BOX 93 GRAMPIAN, PA 16838	DATE COMPLETED 12/04/03	TOTAL MATERIALS TOTAL OTHER TOTAL LABOR TAX	13,182.50
WORK ORDERED BY				
AUTHORIZED SIGNATURE			TOTAL ►	13,182.50

I hereby acknowledge the satisfactory completion of the above described work.

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

FILED

SEP 21 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

Type of Pleading
APPEARANCE

Filed on Behalf of:
Defendant

Counsel of Record for
this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

EGK
FILED 16cc
M 11/13/04
SEP 22 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

PRAECIPE FOR APPEARANCE

To William A. Shaw, Prothonotary:

Please enter my Appearance in the above matter on behalf of the above
named Defendant.

BELL, SILBERBLATT & WOOD
BY

Dated: 9-22-04


RICHARD A. BELL, ESQUIRE

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

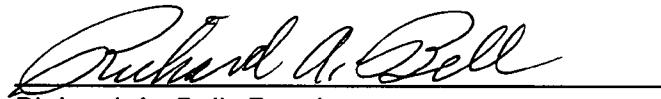
vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of my Appearance in the above matter was mailed
the 22nd day of September, 2004, by regular mail postage prepaid at the post office
in Clearfield, PA 16830 to the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830


Richard A. Bell, Esquire
Attorney for Defendant

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

BLOOM ELECTRIC PLUMBING :
HEATING & AIR CONDITIONING, :
Plaintiff :
vs. : NO. 04 - 1271 - C.D.
: :
DICK YOUNGKIN, t/d/b/a :
YOUNGKIN CONSTRUCTION, :
Defendant :
:

ACCEPTANCE OF SERVICE

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
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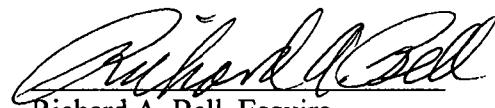
William A. Shaw
Prothonotary

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

BLOOM ELECTRIC PLUMBING	:
HEATING & AIR CONDITIONING,	:
Plaintiff	:
vs.	NO. 04 - 1271 - C.D.
DICK YOUNGKIN, t/d/b/a	:
YOUNGKIN CONSTRUCTION,	:
Defendant	:

ACCEPTANCE OF SERVICE

I accept service of the First Amended Complaint in the above referenced case on
behalf of the Defendant, Dick Youngkin, t/d/b/a Youngkin Construction.



Richard A. Bell, Esquire

Date: 9-27-04

CLEARFIELD, PENNSYLVANIA 16830

A. G. BOX 1

15 NORTH FRONT STREET

ATTORNEYS AT LAW

BELIN & KUBISTA

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,

Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.

Defendant

Type of Pleading

ANSWER AND
COUNTER-CLAIM

Filed on Behalf of:

Defendant

Counsel of Record for
this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537

FILED

614 JAN 11 2005
0/2:451
William A. Shaw
Prothonotary/Clerk of Courts
NO CHARGES COPIED

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

NOTICE TO PLEAD

TO: Bloom Electric Plumbing
Heating & Air Conditioning
c/o John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
Clearfield, PA 16830

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



Richard A. Bell, Esquire
Attorney for Defendant

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

ANSWER AND COUNTER-CLAIM OF DEFENDANT

NOW COMES the Defendant by and through his attorney Richard A. Bell, Esquire and files the following Answer and Counter-Claim to the First Amended Complaint of the Plaintiff.

1. Admitted.

2. Admitted, except that the correct address is 1314 Lyleville Road, Coalport, Clearfield County, Pennsylvania 16827.

3. Admitted.

4. Denied. It is admitted that the Plaintiff did perform certain services and supplied certain materials, but listed as extras, items that were part of the original contract. In addition certain labor and material were supplied by the Defendant that should have been supplied by Plaintiff.

5. It is admitted that the Defendant did pay to the Plaintiff the total of Six Thousand Seven Hundred and Eighty-Two (\$6,782.00) Dollars, but it is denied that the correct balance is Thirteen Thousand One Hundred and Eighty-Two Dollars and Fifty-Cents (\$13,182.50). The actual correct balance was Nine Thousand Four Hundred and Eighty-Three (\$9,483.00) Dollars . With regard to the items listed as extras in Exhibit "B", all of those extras should have been included in the original bid with the possible exception of the garage heater which should have had a price of no more than Five Hundred (\$500.00).

6. Denied. The services performed, and the material supplied by Plaintiff were not done in a timely fashion, but in fact were delayed to the detriment of the Defendant and the homeowner. It is also denied that Defendant never made any complaints to the Plaintiff when in fact the Defendant had to correct certain items of the Plaintiff's work.

7. Admitted.

8. It is admitted that the Defendant has not paid the balance due as submitted to Plaintiff, but the balance due as submitted by Plaintiff was incorrect and inflated.

COUNT ONE

BREACH OF CONTRACT

9. The answers to Paragraphs one (1) through eight (8) are incorporated herein.

10. The allegations of paragraph ten are a legal conclusion, and does not require and answer, but to the extent that an answer is desirable, the allegations to paragraph ten are denied.

11. The allegations of paragraph eleven are a legal conclusion, and do not require an answer, but to the extent that an answer is desirable the same are denied.

COUNT II

QUANTUM MERUIT

12. The answers to paragraphs one (1) through eight are incorporated herein by reference.

13. Denied, and in further answer thereto the Defendant alleges that Plaintiff did not perform the services completely, and the only services the Defendant has promised to pay Plaintiff for was for those services covered by the original contract

which included the so called "extras" claimed by the Plaintiff.

14. Denied. The services provided by the Plaintiff to Defendant have a reasonable value of the original contract price of Sixteen Thousand Two Hundred and Sixty-Five (\$16,265.00) Dollars less the items covered by the Counter-Claim herein.

15. Admitted.

16. Denied. It is denied that Plaintiff has suffered any damages. The Defendant has at all times been willing to pay the amount of the original contract. Any delays caused, were caused by the Plaintiff to the detriment of the Defendant and the homeowner.

17. The allegations of paragraph seventeen are a legal conclusion and do not require an answer, but nevertheless, the same are denied by the Defendant.

WHEREFORE, the Defendant requests that Judgment be entered in its favor against the claim of the Plaintiff and it is specifically denied that Plaintiffs are entitled to any attorneys fees in anyway connected with the subject matter of this action.

COUNTER-CLAIM

In further response to the First Amended Complaint of the Plaintiff, Defendant files the following Counter-Claim.

18. The Defendant was required to repaint the walls of the home because the same had been soiled by the Plaintiff and the Defendant claims the sum of Six Hundred and Seventy-Three (\$673.00) Dollars.

19. The Defendant helped the Plaintiff place some pipe in the basement of the house which the Defendant was not required to do and the expense to the Defendant was Seventy-Six (\$76.00) Dollars.

20. The Defendant did the ditching and placed the conduit in the ditch to provide for a street light all of which should have been the responsibility of the Plaintiff, and the Defendant claims Four Hundred and Seventy-Five (\$475.00) Dollars.

21. The Defendant had to supply a chase top for the flue which should have been the responsibility of the Plaintiff and the Defendant claims Two Hundred and Ten (\$210.00) Dollars.

22. The Defendant had to clean out drains in the basement which won't work caused by dirt from the work of the Plaintiff which stopped up the drains, at a cost to Defendant of Two Hundred and Thirty-Five (\$235.00) Dollars.

23. The Defendant helped the employees of the Plaintiff move a receptacle for the corner of the fire place for which the Defendant claims One Hundred (\$100.00) Dollars.

24. The Defendant put in an outside receptacle which should have been the responsibility of the Plaintiff and the Defendant claims One Hundred and Twenty-Five (\$125.00) Dollars.

25. Because a switch in the garage wouldn't work and had to be replaced, the Defendant had to remove the wall covering and insulation and replace it for which the Defendant claims Two Hundred and Ten (\$210.00) Dollars.

26. As the result of the delays caused by the Plaintiff the Defendant suffered loss of time which could have been diverted to other jobs.

WHEREFORE, the Defendant claims of the Plaintiff the sum of Two Thousand One Hundred and Four (\$2,104.00) Dollars plus damages for the delays caused by the

Plaintiff.

BELL, SILBERBLATT & WOOD
BY



Richard A. Bell, Esquire
Attorney for Defendant

VERIFICATION

I, RICHARD D. YOUNGKIN verify that the statements made in this ANSWER AND COUNTER-CLAIM are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsification to authorities.

DATE: 1-7-05



RICHARD D. YOUNGKIN

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Answer and Counter-Claim in the above matter was mailed the 11th day of January, 2005, by regular mail postage prepaid at the post office in Clearfield, PA 16830 to the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830


Richard A. Bell, Esquire
Attorney for Defendant

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

BLOOM ELECTRIC PLUMBING :
HEATING & AIR CONDITIONING, :
Plaintiff :
vs. : No. 04 - 1271 - C.D.
: :
DICK YOUNGKIN, t/d/b/a :
YOUNGKIN CONSTRUCTION, :
Defendant :
:

ANSWER TO COUNTERCLAIM

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 *lk*
02-4481
MAR 02 2005
3cc
Atty Kubista

William A. Shaw
Prothonotary/Clerk of Courts

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

BLOOM ELECTRIC PLUMBING	:	
HEATING & AIR CONDITIONING,	:	
Plaintiff	:	
vs.	:	No. 04 - 1271 - C.D.
DICK YOUNGKIN, t/d/b/a	:	
YOUNGKIN CONSTRUCTION,	:	
Defendant	:	

ANSWER TO COUNTERCLAIM

NOW COMES, Bloom Electric Plumbing Heating & Air Conditioning, Plaintiff above named, and by its Attorneys, Belin & Kubista, files its Answer to the Counterclaim of Defendant and avers as follows:

18. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 18, therefore the same are denied and strict proof thereof is demanded at the time of trial.
19. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 19, therefore the same are denied and strict proof thereof is demanded at the time of trial.
20. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 20, therefore the same are denied and strict proof thereof is demanded at the time of trial.

21. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 21, therefore the same are denied and strict proof thereof is demanded at the time of trial.
22. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 22, therefore the same are denied and strict proof thereof is demanded at the time of trial.
23. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 23, therefore the same are denied and strict proof thereof is demanded at the time of trial.
24. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 24, therefore the same are denied and strict proof thereof is demanded at the time of trial.
25. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph 25, therefore the same are denied and strict proof thereof is demanded at the time of trial.
26. After reasonable investigation, Plaintiff is without knowledge or information sufficient to form a belief as to the truth or falsity of the averments of Paragraph

26, therefore the same are denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, Plaintiff requests that Defendant's Counterclaim be dismissed and that judgment be entered in favor of Plaintiff and against Defendant.

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

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 Pa. C.S. 4904, relating to unsworn falsification to authorities.

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING



By: Jerry Bloom, President

CLEARFIELD, PENNSYLVANIA 16830
P.O. BOX 14
15 NORTH FRONT STREET
ATTORNEYS AT LAW
BELIN & KUBISTA

FILED

MAR 02 2005

William A. Sney
Prothonotary, Clerk of Courts

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

BLOOM ELECTRIC PLUMBING :
HEATING & AIR CONDITIONING, :
Plaintiff :
: :
vs. : No. 04 - 1271 - C.D.
: :
DICK YOUNGKIN, t/d/b/a :
YOUNGKIN CONSTRUCTION, :
Defendant :
:

CERTIFICATE OF SERVICE

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

MAR 03 2005 (6K)
010301

William A. Shaw
Prothonotary
w.o c/c

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

BLOOM ELECTRIC PLUMBING	:
HEATING & AIR CONDITIONING,	:
Plaintiff	:
vs.	No. 04 - 1271 - C.D.
DICK YOUNGKIN, t/d/b/a	:
YOUNGKIN CONSTRUCTION,	:
Defendant	:

CERTIFICATE OF SERVICE

This is to certify that I have served a certified copy of Answer to Counterclaim filed on behalf of Plaintiff, BLOOM ELECTRIC PLUMBING HEATING & AIR CONDITIONING, in the above captioned matter on the following party by postage prepaid first-class United States mail, on the 2nd day of March, 2005:

Richard A. Bell, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
Attorney for Defendant

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

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

04-1271-CD CA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

6-22-05

DATE PRESENTED

CASE NUMBER	TYPE TRIAL REQUESTED	ESTIMATED TRIAL TIME
04-1271-C.D.	() Jury () Non-Jury	
Date Complaint Filed: 8-18-2004	(X) Arbitration	1/2 days/hours

PLAINTIFF(S)

Bloom Electric Plumbing Heating
& Air Conditioning

()

Check block if a Minor
is a Party to the Case

DEFENDANT(S)

Dick Youngkin, t/d/b/a Youngkin Construction

ADDITIONAL DEFENDANT(S)

None

JURY DEMAND FILED BY: DATE JURY DEMAND FILED:

N/A

N/A

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

\$13,182.50 together with costs
More than

&

() yes (X) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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

John R. Ryan, Esquire

(814) 765-8972

FOR THE PLAINTIFF

TELEPHONE NUMBER

Richard A. Bell, Esquire

(814) 765-5537

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

FILED Atty Ryan
07/10/2005 2000
JUN 23 2005
No CC
William A. Shaw
Prothonotary/Clerk of Courts

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

BLOOM ELECTRIC PLUMBING :
HEATING & AIR CONDITIONING :
vs. : No. 04-1271-CD
DICK YOUNGKIN, t/d/b/a :
YOUNGKIN CONSTRUCTION :

FILED 5CC
0121681 CIA
AUG 15 2005

William A. Shaw
Prothonotary/Clerk of Courts

ORDER

NOW, this 15th day of August, 2005, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, October 4, 2005 at 9:00

A.M. The following have been appointed as Arbitrators:

James A. Naddeo, Esquire, Chairman

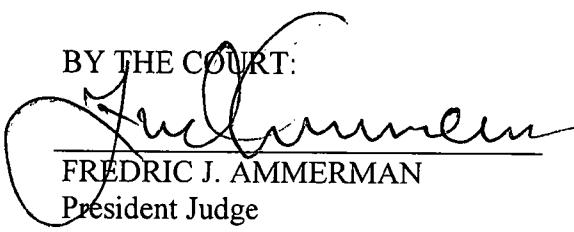
Girard Kasubick, Esquire

S. Casey Bowers, Esquire

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

Please report to Hearing Room No. 3, 2nd Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. AMMERMAN
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Bloom Electric Plumbing Heating & Air Conditioning
vs.
Dick Youngkin t/d/b/a Youngkin Construction

No. 2004-01271-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 4th day of October, 2005, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

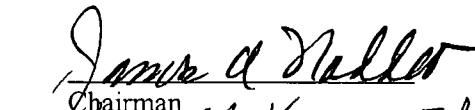
James A. Naddeo, Esq.

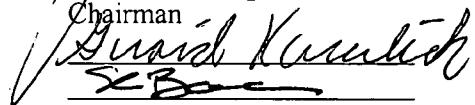
Girard Kasubick, Esq.
S. Casey Bowers, Esq.

Sworn to and subscribed before me this
October 4, 2005



Prothonotary



James A. Naddeo
Chairman


Girard Kasubick
S. Bowers

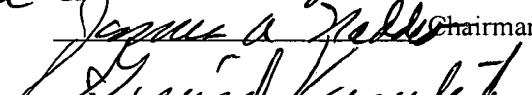
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0121780
OCT 04 2005

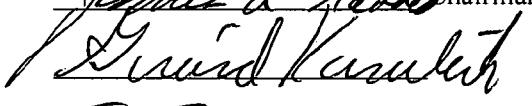
William A. Shaw
Prothonotary/Clerk of Courts
Notice to Atty: Ryan
R. Bell

AWARD OF ARBITRATORS

Now, this 4th day of Oct, 05, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

1. To Plaintiff in the amount of \$12,506.46 with interest at 6% from Sept 21, 2004
2. To Defendant in the amount of \$379.00 on the contract



James A. Naddeo
Chairman


Girard Kasubick
S. Bowers

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 4th day of October, 2005, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT



Prothonotary
By _____

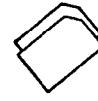
Bloom Electric Plumbing Heating & Air
Conditioning

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2004-01271-CD

Dick Youngkin t/d/b/a Youngkin Construction

 COPY

NOTICE OF AWARD

TO: JOHN R. RYAN

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 4, 2005 and have awarded:

1. For Plaintiff in the amount of \$12,506.46 with interest from Sept. 21, 2004
2. For Defendant in the amount of \$379.00 on the counterclaim.

William A. Shaw

Prothonotary

By _____

October 4, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Bloom Electric Plumbing Heating & Air
Conditioning

: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

Vs.

: No. 2004-01271-CD

Dick Youngkin t/d/b/a Youngkin Construction

 COPY

NOTICE OF AWARD

TO: RICHARD A. BELL

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on October 4, 2005 and have awarded:

1. For Plaintiff in the amount of \$12,506.46 with interest at 6% from Sept. 21, 2004
2. For Defendant in the amount of \$379.00 on the counterclaim.

William A. Shaw
Prothonotary
By _____

October 4, 2005

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION,
Defendant

No. 04 - 1271 - 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

DEC 16 2005

0/2:55 AM

William A. Shaw

Prothonotary/Clerk of Courts

2 Cent 10 M

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

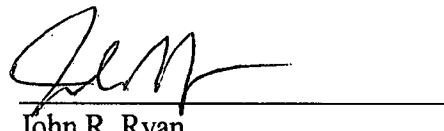
BLOOM ELECTRIC PLUMBING	:
HEATING & AIR CONDITIONING,	:
Plaintiff	:
vs.	No. 04 - 1271 - C.D.
DICK YOUNGKIN, t/d/b/a	:
YOUNGKIN CONSTRUCTION,	:
Defendant	:

PRAECIPE

TO: WILLIAM SHAW, PROTHONOTARY

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

BELIN & KUBISTA



John R. Ryan
Attorney for Plaintiff

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

FILED

DEC 16 2005

William A. Shaw,
Prothonotary/Clerk of Courts

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

CIVIL DIVISION

Bloom Electric Plumbing Heating & Air Conditioning

Vs. **No. 2004-01271-CD**
Dick Youngkin
Youngkin Construction

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 December 16, 2005, marked:

Settle, Discontinue and End

Record costs in the sum of \$105.00 have been paid in full by Belin & Kubista.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of December A.D. 2005.

William A. Shaw, Prothonotary

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

BLOOM ELECTRIC PLUMBING :
HEATING & AIR CONDITIONING, :
Plaintiff :
vs. : No. 04 - 1271 - C.D.
DICK YOUNGKIN, t/d/b/a :
YOUNGKIN CONSTRUCTION, :
Defendant :
:

**PLAINTIFF'S PRE-TRIAL
STATEMENT**

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

RECEIVED
SEP 26 2005
COURT ADMINISTRATOR'S
OFFICE

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

BLOOM ELECTRIC PLUMBING	:
HEATING & AIR CONDITIONING,	:
Plaintiff	:
:	:
vs.	No. 04 – 1271 – C.D.
:	:
DICK YOUNGKIN, t/d/b/a	:
YOUNGKIN CONSTRUCTION,	:
Defendant	:

PLAINTIFF'S PRE-TRIAL STATEMENT

A. STATEMENT OF THE CASE

Defendant contracted with Thomas and Melissa Janocko for the construction of a home in Lawrence Township, Clearfield County, Pennsylvania. Defendant subsequently engaged the services of Plaintiff to supply materials and perform the installation of heat, electrical and plumbing for said home. The original estimate provided by Plaintiff for these services was dated July 7, 2003, and is attached hereto.

Plaintiff performed all services and supplied all materials, including additional items required to complete the job, and submitted invoices to Defendant in the total amount of \$19,964.50.

At no time prior to the filing of this action did Defendant object to the amount billed, nor did he submit a statement for additional costs incurred by him.

Defendant paid Plaintiff a total of \$6,782.00, leaving an unpaid balance of \$13,182.50.

Plaintiff filed this action to recover the unpaid amount, after which Defendant responded by alleging that the actual amount due was \$9,483.00, and further filed a counterclaim seeking payment from Plaintiff of \$2,104.00. Defendant alleges that this amount is for work, which Plaintiff failed to do, or for repairs made by Defendant for poor workmanship on the part of Plaintiff.

There is no dispute that Defendant owes Plaintiff \$7,379.00. The Board will have to determine whether any additional amounts are owed to Plaintiff.

B. CITATIONS OF LAW OR STATUTE

There are no unusual questions or issues of law involved.

C. WITNESSES

1. Jerry Bloom, President of Plaintiff;
2. Ken Learn, office manager for Plaintiff;
3. Thomas and/or Melissa Janocko.

D. STATEMENT OF DAMAGES AND COPIES OF BILLS

1. Original estimate submitted by Plaintiff to Defendant dated July 7, 2003;
2. Statement for total amount owed to Plaintiff in the amount of \$13,182.50;
3. Statement showing breakdown of additional work done by Plaintiff; and
4. Statement for labor in installing flue.

Respectfully submitted,



John R. Ryan
Attorney for Plaintiff



Electric • Heating & Plumbing • Air Conditioning

July 7, 2003

Youngkin Construction
Box 217A
Coalport, PA 16627

The following is the quote for the supply and installation of heat, electrical, and plumbing for the Janocko Job. Price to include:

HEATING - \$6,700.00

- 1 - Burnham boiler w/ coil
- 1 - oil tank
- 3 - zones

In the event that they opt for an additional flu there will be an additional charge of \$809.46. Price includes material only.

PLUMBING - \$4,612.00

- ½ bath - 1st Floor
- Full bath - 1st Floor
- Bath in basement
- 1 - shower
- Full bath - 2nd Floor
- 2 - outside frost free hosebibs
- No fixtures or faucets

ELECTRICAL - \$4,953.00

We would like to thank you for allowing us the opportunity to quote you on this project. If you have any questions or need any additional information, please contact our office at one of the numbers listed below.

Thank You,

Jerry Bloom
President

When you call we get moving!

RD 4 Box 91 • Clearfield, PA 16830 • (814) 765-3140 • FAX (814) 765-9231
Curwensville 236-0147 • DuBois 375-0884 • Philo 242-5660
EMAIL: bloom@bloom.com

REMIT TO:



Electric - Heating & Plumbing - Air Conditioning

RC 4 Box 91 • Clearfield PA 16830
 Phone (814) 765-3140 • Fax (814) 765-9231
 email: bloomhp@cslink.net

031261

JOB INVOICE

PHONE 672-3829	DATE OF ORDER 12/04/03
ORDER TAKEN BY KRL	CUSTOMER ORDER NUMBER DICK

DAY WORK

CONTRACT

EXTR

Youngkin Construction
 Box 217A
 Coshocton, PA 16627

JOB NAME / NUMBER
 Melissa Janocko

JOB LOCATION

JOB PHONE
 the frameSTARTING DATE
 12/04/03

QUANTITY	MATERIAL	UNIT PRICE	AMOUNT
1.00	FINAL	Final billing of original bid	9483.00
1.00	EXTRA	Extra: Street light	416.00
1.00	EXTRA	Extra: Stainless steel flu	1088.00
1.00	EXTRA	Extra: Relocation of corner fl	105.00
14.00	EXTRA	Extra: Providing of recessed c	17.25
1.00	EXTRA	Extra: Garage heat unit heater	1798.00
1.00	EXTRA	Extra: Installation of fireplace	51.00

TOTAL MATERIALS ►

13,182.50

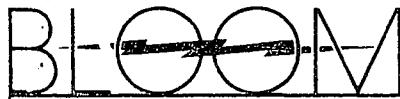
OTHER CHARGES	AMOUNT	LABOR	HOURS	RATE	AMOUNT
TOTAL OTHER ►	TOTAL LABOR ►				

DESCRIPTION OF WORK

Final billing of mechanical trades with extras.

REMS NET 30 DAYS 2% INTEREST	REMIT PAYMENT TO: P.O. BOX 93 GRAMPIAN, PA 16838	DATE COMPLETED 12/04/03	TOTAL MATERIALS TOTAL OTHER TOTAL LABOR TAX	13,182.50
WORK ORDERED BY				
AUTHORIZED SIGNATURE			TOTAL ►	13,182.50

I hereby acknowledge the satisfactory completion of the above described work.



Electric • Heating • Plumbing & Air Conditioning

May 12, 2005

Belin & Kubista
15 N. Front Street
PO Box 1
Clearfield, PA 16830

RE: Breakdown of additional work in question

STREET LIGHT WIRING

BILL OF MATERIAL:

✓ 300' - #12 THHN stranded	\$16.32	✓ 1 - $\frac{1}{2}$ " liquid tight 90.....	\$4.07
✓ 75' - 12-2 romex.....	\$8.16	✓ 1 - $1\frac{1}{2}$ " x $\frac{3}{4}$ " emt reducing ring.....	\$0.08
✓ 5' - 1" liquid conduit.....	\$8.23	✓ 1 - $\frac{3}{4}$ " x $\frac{1}{2}$ " emt reducing ring.....	\$0.08
✓ 1 - 1" liquid tight connector	\$3.30	✓ 1 - single pole breaker.....	\$6.79
✓ 1 - 1" liquid tight 90	\$6.00	✓ 2 - $\frac{1}{2}$ " pvc conduit female adapter	\$1.01
✓ 2 - $\frac{1}{2}$ " romex connectors	\$0.33	✓ 1 - consumables (glue, tape, screws, nuts, washers).....	\$5.44
✓ 1 - steel square	\$1.07		
✓ 3' - $\frac{1}{2}$ " liquid tight conduit	\$2.04		
✓ 1 - $\frac{1}{2}$ " liquid straight connector	\$3.18	✓ Labor 2 men 7 hrs @ \$25.00/hr.....	\$350.00

Although it is true the ditch was dug and conduit was laid. The majority of this labor was due to an obstruction in the conduit not allowing the wire to be pulled. The end of the conduit near the base of the light was filled with concrete most likely caused when the base of the pole was poured. This concrete work was performed by others.

GARAGE UNIT HEATERS

BILL OF MATERIAL:

✓ 29 - $\frac{3}{4}$ " cxc 90	\$12.30	✓ 4' - 3/8" all thread	\$0.64
✓ 15 - $\frac{3}{4}$ " cxc st. 90	\$9.70	✓ 1 - unit heater	\$454.59
✓ 10 - $\frac{3}{4}$ " cxc couplings	\$3.60	✓ 2 - $1\frac{1}{8}$ " bleeder vents	\$2.10
✓ 2 - $\frac{3}{4}$ " cxc vent 90	\$3.14	✓ 1 - Honeywell zone valve.....	\$74.20
✓ 4 - $\frac{3}{4}$ " cxc ball valves	\$20.06	✓ 1 - $\frac{3}{4}$ " cxc purge tee	\$3.17
✓ 14 - $\frac{3}{4}$ " cxc van hangers.....	\$9.94	✓ 1 - $\frac{3}{4}$ " boiler drain	\$2.90
✓ 13 - $\frac{3}{4}$ " cxc 2 hole straps.....	\$0.69	✓ 2 - $1\frac{1}{4}$ " x $1\frac{1}{4}$ " x $\frac{3}{4}$ " cxc tee	\$7.19
✓ 193' - $\frac{3}{4}$ "m tubing	\$90.02	✓ 1 - single pole 15 amp switch	\$0.49
✓ 85' - 12-2 romex wire	\$7.21	✓ 1 - handy box & cover	\$1.06
✓ 90' - 18-2 thermostat wire	\$3.82	✓ 1 - $1\frac{1}{4}$ "m tube	\$1.18
✓ 3' - 1 $\frac{1}{2}$ " kindorf channel.....	\$3.50	✓ 1 - honeywell t-87f thermostat	\$21.20
✓ 1 - consumables (solder, flux, propane, cleaning brushes)	\$5.30	✓ Labor 2 men 26.5 hrs. @ \$40.00/hr.....	\$1,060.00

Relative to the garage unit heater. There is a substantial amount of pipe and fittings due to the distance between the boiler room and the garage. Also bear in mind this unit was on its own zone with a dedicated thermostat and zone valve. I questioned Don Bouch, Bloom Electric Heating & Plumbing technician and he felt the installation was typical of past unit heater installations.

When you call we get moving!

8164 Clearfield-Curwensville Highway • Clearfield, PA 16830-9191

(814) 765-3140 • FAX (814) 765-9231

Curwensville 236-0147 • DuBois 375-0884 • Philipsburg 342-3850

EMAIL: kenlearn@pennswoods.net

Relative to the fireplace can. The fireplace was an add.on and we installed a recessed can above the hearth. It broke down as:

✓ 1 - cut in box	\$3.06	✓ 2 - 1/2" romex connectors.....	\$0.50
✓ 50' - 14-2 romex wire	\$7.00	✓ 6 - wirenuts	\$1.30
✓ 10 - romex staples	\$0.40	✓ Labor	\$38.00

If you have any questions or need any additional information, please contact our office at one of the numbers listed below.

Sincerely,



Jerry Bloom
President

Jb/bc



Electric • Heating • Plumbing & Air Conditioning

May 18, 2005

Belin & Kubista
15 N. Front Street
PO Box 1
Clearfield, PA 16830

RE: Youngkin Breakdown

As we discussed our original quotation to Mr. Youngkin states in the event an additional flu is required there would be an additional charge of \$809.46 for material only. The labor for installation is as follows:

\$35.00/hr.	\$809.00
<u>x 8 hours</u>	<u>+\$280.00</u>
\$280.00	\$1,089.00

We billed Mr. Youngkin **\$1,088.00**.

If you have any questions or need any additional information, please contact our office at one of the numbers listed below.

Sincerely,



Jerry Bloom
President

jb/bc

When you call we get moving!

8164 Clearfield-Curwensville Highway • Clearfield, PA 16830-9191

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Curwensville 236-0147 • DuBois 375-0884 • Philipsburg 342-3850

EMAIL: kenlearn@pennswoods.net

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

BLOOM ELECTRIC PLUMBING	:	
HEATING & AIR CONDITIONING,	:	
Plaintiff	:	
	:	
vs.	:	No. 04 – 1271 – C.D.
	:	
DICK YOUNGKIN, t/d/b/a	:	
YOUNGKIN CONSTRUCTION,	:	
Defendant	:	

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of Plaintiff's Pre-Trial Statement in the above captioned matter on the following parties by postage prepaid regular United States mail, on the 26th day of September, 2005:

Richard A. Bell, Esquire
Bell, Silberblatt & Wood
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830
Attorney for Defendant

James A. Naddeo, Esquire
P.O. Box 552
Clearfield, PA 16830

Girard Kasubick, Esquire
Lehman & Kasubick
611 Brisbin Street
Houtzdale, PA 16651

S. Casey Bowers, Esquire
Hanak, Guido & Taladay
P.O. Box 487
498 Jeffers Street
Du Bois, PA 15801

BELIN & KUBISTA


John R. Ryan
Attorney for Plaintiff

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

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET

CARL A. BELIN, JR.
KIMBERLY M. KUBISTA
JOHN R. RYAN

P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CARL A. BELIN
1901-1997

AREA CODE 814
TELEPHONE 765-6972
FAX (814) 765-9893

September 26, 2005

David Meholic
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

**RE: Bloom Electric Plumbing Heating & Air Conditioning
vs. Dick Youngkin, t/d/b/a Youngkin Construction
No. 04-1271-CD**

Dear Dave:

With regard to the above-referenced matter, enclosed is Plaintiff's Pre-Trial Statement. I have mailed a copy of the same to counsel for Defendant as well as the Arbitrators, as indicated on the attached Certificate of Service.

Very truly yours,

BELIN & KUBISTA


John R. Ryan

JRR/kdm

RECEIVED
SEP 26 2005
COURT ADMINISTRATOR'S
OFFICE

Enclosure

cc: Richard A. Bell, Esquire (w/enc.)
James A. Naddeo, Esquire (w/enc.)
Girard Kasubick, Esquire (w/enc.)
S. Casey Bowers, Esquire (w/enc.)
Bloom Electric Plumbing Heating & Air Conditioning (w/enc.)

HAND DELIVERED

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

Type of Pleading

PRE-TRIAL STATEMENT
OF DEFENDANT

Filed on Behalf of:
Defendant

Counsel of Record for
this Party:

Richard A. Bell, Esquire
PA I.D. #06808
BELL, SILBERBLATT &
WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

(814) 765-5537



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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

PRE-TRIAL STATEMENT OF DEFENDANT

I. STATEMENT OF THE CASE

On or about April of 2003, the Defendant contracted with Thomas and Melissa Janocko to build a house for them at a contracted price of One Hundred Fifty-One Thousand Seven Hundred (\$151,700.00) Dollars. In connection with his contract the Defendant solicited a bid from the Plaintiff for the supply and installation of heat, electrical and plumbing for the Janocko home. The Plaintiff submitted a bid to the Defendant for the heat, electrical and plumbing totaling Sixteen Thousand Two Hundred and Sixty-Five (\$16,265.00) Dollars. After completion the Plaintiff submitted a statement to the Defendant for the heat, electrical and plumbing in the amount of Nineteen Thousand Nine Hundred and Sixty-Four Dollars and Fifty Cents (\$19,964.50). The Plaintiff explains the difference in the quote which he gave the Defendant and his final bill by labeling a number of items as extras and claiming that the Defendant owed him for those extras.

The Defendant had paid to the Plaintiff the sum of Six Thousand Seven Hundred

and Eighty-Two (\$6,782.00) Dollars, and Plaintiff then claims there is a balance due of Thirteen Thousand One Hundred and Eighty-Two Dollars and Fifty Cents (\$13,182.50). Plaintiff then filed his Complaint against the Defendant in that amount. The Defendant alleged that the correct balance based on the contracts was Nine Thousand Four Hundred and Eighty-Three (\$9,483.00) Dollars still owed by the Defendant to the Plaintiff. However, the Defendant filed a Counter-Claim for work which the Defendant had to do that should have been done by the Plaintiff and for work done caused by the poor workmanship of the Plaintiff. This Counter-Claim was in the amount of Two Thousand One Hundred and Four (\$2,104.00) Dollars which is claimed as a setoff against the amount still owed by the Defendant to the Plaintiff. The Defendant therefore believes the correct balance due from him to the Plaintiff is Seven Thousand Three Hundred and Seventy-Nine (\$7,379.00) Dollars.

II. CITATIONS OF LAW

The Defendant and his counsel believe that there are no unique questions of law involved and that this case is governed by general contract law.

III. WITNESSES

The Defendant plans to testify himself, and therefore his witnesses are:

1. Richard Youngkin

IV. STATEMENT OF DAMAGES AND COPIES OF BILLS

The Defendant claims that there is the sum of Two Thousand One Hundred and Four (\$2,104.00) Dollars owed him on his Counter-Claim. The Defendant admits that he still owes the sum of Nine Thousand Four Hundred and Eighty-Three (\$,9483.00)

Dollars on the contract price with the Plaintiff leaving a balance due from Defendant to Plaintiff of Seven Thousand Three Hundred Seventy-Nine (\$7,379.00) Dollars which the Defendant has not paid pending culmination of this lawsuit. Attached hereto is an itemization of the different amounts claimed for the Counter-Claim along with a copy of two bills, the first showing nine (9) hours worked by Chris Keith in installing conduit, and the second being a price which the Defendant obtained showing what a heater should cost.

Respectfully submitted,

BELL, SILBERBLATT & WOOD
BY

Dated: 9-22-05


Richard A. Bell, Esquire,
Attorney for Defendant

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Pre-Trial Statement Of Defendant in the
above matter was mailed the 23rd day of September, 2005, by regular mail
postage prepaid at the post office in Clearfield, PA 16830 to the following:

John R. Ryan, Esquire
BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

James A. Naddeo, Esquire
P.O. Box 552
Clearfield, PA 16830

Girard Kasubick, Esquire
611 Brisbin Street
Houtzdale, PA 16651

S. Casey Bowers, Esquire
P.O. Box 487
498 Jeffers Street
DuBois, PA 15801


Richard A. Bell, Esquire
Attorney for Defendant

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

BLOOM ELECTRIC PLUMBING
HEATING & AIR CONDITIONING,
Plaintiff

No. 04-1271-CD

vs.

DICK YOUNGKIN, t/d/b/a
YOUNGKIN CONSTRUCTION.
Defendant

- #18. Re-paint walls: \$673.00
The painter gave me the final bill for painting and he said \$673.00 of that bill was repairs and repainting that he had to do to satisfy Mrs. Janocco due to the plumbers marking up the wall.
- #19. Move pipe in basement: \$ 76.00
It took me 2 hours with my driving time to go to Clearfield and move heating pipe, the plumbers told my guys they needed a pipe in and didn't know how they were going to do it other than cut drywall back out so I drove down and installed the pipe they forgot. 2hrs @38.00 per hr.
- #20. On 10-7-03 Chris Keith took backhoe and truck down to Janocco's installed approximately 80 feet of 1" conduit @.33 a foot = \$26.00 and 9 hours of travel time and working time @ \$50.00 per hour = \$450.00 plus \$26.00 = \$476.00. I just said make it \$475.00
- #21. Chase Top:
Me and Jeff Jenkins installed Chase Top on flu so it would not get wet \$84.00 for top, 2 hrs drive time for me plus labor & Jeff's time @ \$63.00 per hour for two hours = \$126.00 + \$84.00 = \$210.00
- #22. The basement drains were all full of sawdust and shavings from the plumbers drilling. It took me and Kevin Beers 3 hr and 45 mins. To shop-vac drains out to clean & flush real good @ \$63.00 an hour = \$235.00
- #23. I had to move receptacles at downstairs fireplace. 2 1/2 hrs. My time and travel = \$100.00

- #24. I had to go myself down and install outside receptacles on garage, so I could get last draw. Blooms kept promising to go do it and never did. 3hrs @38.00 per hr = \$114.00. 1-waterproof box @ \$10.65 total \$125.00
- #25. Me and Jeff Jenkins had to cut OSB out looking for bad wire, and replace switch. Finally 3 hrs @\$63.00 per hr = \$189.00, material, switch & wire \$21.00 total \$210.00

TOTAL	\$2,104.00
-------	------------

Youngkin Construction

Weekly Work Sheet

Date	Name	Working Hours
	Chris Keith	
Sunday		
Monday	5 Points 1 1/2 hour on 6 1/2 Hastings 3	10 1/2
Tuesday	1 1/2 hour on 9 1 1/2 hour 1 1/2	10 1/2
Wednesday	Hastings 4 1/2 Clarkson 2	11 1/2
Thursday	Clarkson	11
Friday	Clarkson	5
Saturday		
	Total	48 1/2

This IS the
Day Chris Keith
put conduit in
for Street Light

PURCHASE ORDER

HTC.

PL. 53 PO BOX 2258 DUNMORE, PA 18512
187 WILKES BARRE, PA 18705
SUPPLY HTG. PLBG. LUCAS

Date: 4-27-05

To. YOUNGWELL Com.

Qty. Item or Line.

Description

- 22 -

Law Office
BELL, SILBERBLATT & WOOD
318 E. Locust Street
P.O. Box 670
Clearfield, PA 16830-0670
e-mail: bslaw@pennswoods.net
Writer's direct e-mail: rbell@pennswoods.net

RICHARD A. BELL
ANN B. WOOD

(814) 765-5537
FAX (814) 765-9730
OF COUNSEL:
DANIEL C. BELL

PAUL SILBERBLATT 1954-1985
F. CORTEZ BELL, JR. 1954-2002

September 23, 2005

RE: Bloom Electric Plumbing
Heating & Air Conditioning
vs.
Dick Youngkin, t/d/b/a
Youngkin Construction
No. 04-1271-CD

David Meholic, Court Administrator - **HAND DELIVERED**
Clearfield County Courthouse
Suite 228 -230 East Market Street
Clearfield, PA 16830

Dear Dave:

Enclosed is the original Pre-Trial Statement For Defendant in the above matter. I have forwarded copies to Plaintiff's attorney, and the Board Of Arbitrators as indicated on the Certificate Of Service.



Very truly yours,

BELL, SILBERBLATT & WOOD
BY

RAB/sai
Enclosures
CC: Dick Youngkin
w/enclosure

Richard A. Bell