

04-1740-CD

JOSEPH F. SCHALK, Etal. vs

JOE BATTAGLIA, JR. et al.

Joseph Schalk et al vs Joe Battaglia et al
2004-1740-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

JOSEPH F. SCHALK and BARBARA J.
SCHALK, husband and wife,

Plaintiffs

CIVIL ACTION - LAW

No. 1740 - 2004 C.D.

v.

JOE BATTAGLIA, JR., t/d/b/a,
J. B. CONSTRUCTION, Defendant

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiffs

Counsel of Record for this Party:
Scott C. Allen, Esquire
Supreme Court No. 80824
257 Main Street
Brookville, PA 15825
(814) 849-4129

FILED
6 12:44 PM PA 85-10
2cc to Atty
NOV 03 2004

William A. Shaw
Prothonotary

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL ACTION - LAW

JOSEPH F. SCHALK and BARBARA J. :
SCHALK, husband and wife, :
Plaintiffs :
v. : No. - 2004 C.D.
JOE BATTAGLIA, JR., t/d/b/a :
J.B. CONSTRUCTION, :
Defendant :

NOTICE TO DEFEND

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

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

David S. Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814)765-2641, Ext. 5982

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL ACTION - LAW

JOSEPH F. SCHALK and BARBARA J. :
SCHALK, husband and wife, :
Plaintiffs :
: :
v. : No. - 2004 C.D.
: :
JOE BATTAGLIA, JR., t/d/b/a :
J. B. CONSTRUCTION, :
Defendant :
:

COMPLAINT

AND NOW, come the Plaintiffs, Joseph F. Schalk and Barbara J. Schalk, by and through their attorney, Scott C. Allen, Esquire, who files the following Complaint averring as follows:

1. Plaintiffs, Joseph F. Schalk and Barbara J. Schalk, husband and wife, are adult individuals residing at 750 Lincoln Drive, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendant, Joe Battaglia, Jr., is an adult individual, doing business as J. B. Construction, with a place of business located at 329 Grant Street, Reynoldsville, Jefferson County, Pennsylvania.
3. On or about July 31, 2000, Plaintiffs and Defendant executed a certain written Agreement for the construction of an addition to Plaintiffs' residence. A true and correct copy of the Agreement is attached hereto and marked as Exhibit "A."
4. The Plaintiffs have fulfilled all the provisions of the Agreement to be performed on their part.
5. The Defendant has not fulfilled the provisions of the Agreement to be performed on his part.

6. Defendant has wholly neglected to do and perform certain things which were expressly, or by necessary implication required to be done and performed by the Agreement, or such work was performed in a poor, improper and unworkmanlike manner as follows:

- A. Failure to provide two (2) standard windows at a combined cost of Two Hundred Thirty-six and 04/100ths (\$236.04) Dollars;
- B. Failure to provide grids for standard windows at a cost of Thirty and 48/100ths (\$30.48) Dollars;
- C. Failure to provide screens for standard windows at a cost of Twenty-eight and 00/100ths (\$28.00) Dollars;
- D. Failure to provide a 9 LT panel painted, steel entry door at a cost of Two Hundred Sixty-two and 99/100ths (\$262.99) Dollars;
- E. Ceiling fans, allotted in the contract, but not provided by contractor. Purchased by Plaintiffs at a cost of One Hundred Sixty-nine and 93/100ths (\$169.93) Dollars;
- F. Failure to complete certain labor which was performed by the Plaintiffs for a total of 80 hours at \$20.00 at a cost of One Thousand Six Hundred and 00/100ths (\$1,600.00) Dollars;
- G. Payment to Bickle Remodeling, second contractor, to complete job not completed by Defendant at a total cost of Ten Thousand Seven Hundred Sixty and 86/100ths (\$10,760.86) Dollars;
- H. Payment to Al Polohonki Heating and Plumbing to complete the heating and plumbing aspect of contract not completed by the Defendant at a total cost of One Thousand Five Hundred and 00/100ths (\$1,500.00) Dollars;
- I. Payment to Bill Brosky, carpet installer, to install carpeting not installed pursuant to the contract at a total cost of Three Hundred Twenty-eight and 00/100ths (\$328.00) Dollars;
- J. Additional ceramic tile not provided by the contractor to complete the flooring aspect of the contract at a total cost of Thirty-one and 80/100ths (\$31.80) Dollars;
- K. Additional materials in order to finish the job that was to be completed

pursuant to the contract at total cost of Six Hundred Eighty-two and 49/100ths (\$682.49) Dollars;

L. Items removed or damaged due to the Defendant's negligence Seventy-four and 04/100ths (\$74.04) Dollars;

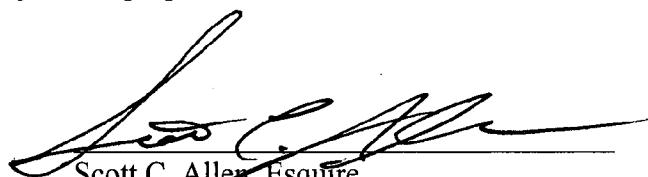
Total costs are Fifteen Thousand Seven Hundred Four and 63/100ths (\$15,704.63) Dollars.

7. Defendant has failed and refused, and still refuses to cure the aforesaid breaches, despite Plaintiffs repeated demand.

8. Criminal charges were brought against the Defendant and the Court did award Three Thousand and 00/100ths (\$3,000.00) Dollars in restitution, which was paid by the Defendant, but did not fully compensate the Plaintiffs for their loss due to the Defendant's breach.

9. The responsible cost of remedying the aforesaid breaches totals Twelve Thousand Seven Hundred Four and 63/100ths (\$12,704.63) Dollars.

WHEREFORE, Plaintiffs, Joseph F. Schalk and Barbara J. Schalk, demand judgment in their favor and against the Defendant, Joe Battaglia, Jr., t/d/b/a J. B. Construction, in the amount of Twelve Thousand Seven Hundred Four and 63/100ths (\$12,704.63) Dollars, plus interest, costs and such other further relief as the Court deems just and proper.



Scott C. Allen, Esquire
Attorney for Plaintiffs

VERIFICATION

I, Joseph F. Schalk, do hereby verify that I have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information or belief.

This statement and verification is made subject to the penalties of 18 Pa. P.C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

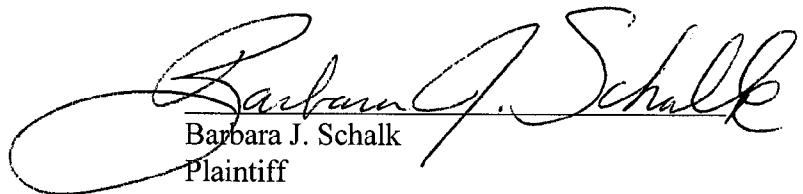
Joseph F. Schalk

Joseph F. Schalk
Plaintiff

VERIFICATION

I, Barbara J. Schalk, do hereby verify that I have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information or belief.

This statement and verification is made subject to the penalties of 18 Pa. P.C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Barbara J. Schalk
Plaintiff

Joe Battaglia, Jr. - Owner

814-653-7891
Page 1-877-321-3235329 Grant Street
Reynoldsburg, PA 15851PROPOSAL AND
ACCEPTANCE AGREEMENT

PROPOSAL SUBMITTED TO Joseph & Barbara Schalk	PHONE (814) 371-6425	DATE
STREET 60 Lincoln Drive	JOB NAME	
STATE AND ZIP CODE Pa 15801	JOB LOCATION	

hereby submit specifications and estimates for:

✓ Joseph E Battaglia, Jr. of J.B. Conot. Agree to the following:

- ✓ The following materials & specs are for an approx. 20' x 23' 2nd story addition with a 2nd floor bathroom.
- ✓ All floor joists will consist of 11 1/2" T.J.I. with factory rim joists.
- ✓ All floor sheeting will consist of 3/4" T+G OSB.
- ✓ All walls interior & exterior will consist of 2x6 precuts bringing ceiling heights to 8'. First floor to be height to meet lowest joist in kitchen ceiling.
- ✓ All exterior walls will be sheeted with 7/16 OSB & wrapped with Tyvek housewrap.
- ✓ All roof area will be sheeted with 5/8 OSB & standard H.I. clips will be installed for strength.

✓ WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

dollars (\$

ment to be made as follows:

✓ All labor is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be paid only upon written orders, and will become an extra charge over and above the estimate. All events contingent upon weather, accidents or delays beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

✓ ACCEPTANCE OF PROPOSAL. The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as lined above.

✓ of Acceptance

Witness

Signature

Signature

Witness

EXHIBIT

A

RE: Mr. Joe Mattoola, Jr. - UWPA

- MR

- K

329 Dean Street
Reynoldsburg, OH 43068
Phone: 614-871-8223

ACCEPTANCE AGREEMENT

PROPOSAL SUBMITTER TO 2501 1/2 Wadsworth Sheds	PHONE (614) 371-0428
ETC 2501 1/2 Wadsworth Sheds	JOB NAME
STATE AND ZIP CODE Ohio 43068	JOB LOCATION

DATE
10/1/04

are by submit specifications and estimates for:

Roof will consist of 22" trusses section 2' centers with same pitch stick built to attach existing roof.

Complete roof will be built with 12" overhangs on gables & eaves with 2x6 face boards

Insulation will be installed to the following specs

Exterior walls: R-19 un-faced, Plastic wrapped ground level, sub-floor R-25 - Attic will have an 8" layer of cellulose for an approx. R-30 value

Roof will consist of 15" felt paper valleys lined with smooth surface & shingles will be 25yr to match existing roof - roof will be vented with vented soffit

Exterior paint

Scaling will be a brentwood mastica D-5 Everest

Soffit & fascia will be an Alcoa white vented & solid

WE PROPOSE hereby to furnish material and labor, complete in accordance with above specifications, for the sum of \$10,000.00

Payment to be made as follows:

Work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to good practice. Any alteration or deviation from above specifications involving extra costs will be paid fully upon written order, and will become an extra charge over and above the estimate. All claims contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

ACCEPTANCE OF PROPOSAL. The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as listed above.

Date of Acceptance

Authorized
Signature

Witness

Signature

Signature

Witness

Joseph F. Salata 7/3/04

Esther J. Schles 8/3/04

Joe Battaglia, Jr. - Owner

329 Grant Street
Reynoldsville, PA 15851
724-632-7891
Fax: 1-877-821-8235

**JOE BATTAGLIA, JR.
ACCEPTANCE AGREEMENT**

PROPOSAL SUBMITTED TO <i>Barbara Schalt</i>	PHONE <i>(814) 371-6125</i>
ADDRESS <i>Lincoln Drive, Dubois</i>	JOB NAME <i>E</i>
STATE AND ZIP CODE <i>Penns 15801</i>	JOB LOCATION <i>?</i>

Job subject to specifications and estimates for:

- * Three windows on each floor will be a standard size of Pella brand windows
- * Main entry door to addition will be a standard 91.5" door professionally painted to match siding
- * Slider or french door to balcony will be customers choice with a not to exceed limit of \$1,000
- * An approx. 6x12 balcony will be installed to back of 2nd floor framed with treated 2x10 with 5/4 decking
- * Standard spindals & 2x4 + 2x6 rails
- * 2nd floor door into addition will be cut into existing wall completely finished inside & out to match addition
- * Second bathroom will consist of units & fixtures of customers choice with not to exceed limit of \$1,000
- * Interior finish will consist of 1/2" drywall with a

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

dollars (\$

Non to be made as follows:

Job is guaranteed to be an open job, not work to be completed by a workman in manner according to specifications. Any deviation or deviation from above specifications, involving extra costs will be at customers expense, and will become an extra charge over and above the estimate. All extra payments, extra costs, and extra charges beyond our control. Owner to carry fire, tornado and necessary insurance. Our workers are fully covered by Workers Compensation insurance.

ERTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are offered to do the work as specified. Payment will be made as need above.

Acceptance

Witness

Signature

Signature

Witness

Joseph Battaglia, Jr. 7/3/04

Barbara Schalt

Joe Battaglia, Jr. - owner

314-653-7891
Fax: 1-877-821-8235329 Grant Street
Reynoldsburg, PA 15851PROPOSAL AND
ACCEPTANCE AGREEMENT

PROPOSAL SUBMITTED TO	PHONE	DATE
STREET	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

- Smooth finish completely primed
- Pine extension jams
- pine Colonial casings & a standard base color mixed
- Paint customer's choice
- All heat runs will be ran into new zone, with approx 26 to 35% of new radiators per floor to level - heat to be discussed with customer due to R factors from existing house to addition
- Customer is to supply all flooring & is to be installed by B Const. with exception of extra labor for any ceramic or special extra material or time consuming products
- Any power to be supplied to addition will be wired from existing electric panel.
- All recepticals will be ran to code which consists of within 6' of each doorway or within every 10' of wall
- All light fixtures will be installed to customer satisfaction

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

dollars (\$

Payment to be made as follows:

All materials to be furnished in as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All payment must be made within 30 days of completion, unless otherwise agreed. Customer to carry fire, tornado and other insurance. Due notice will be fully served by Workmen's Compensation insurance.

AUTHORIZED
Signature

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Witness

Signature

Signature

Witness

Signature

Signature

Witness

Signature

JOE SCHAFFER, JR. - OWNER

814-633-7891
Pager 1-877-821-8215129 Union Street
Reynoldsburg, PA 15851

ACCEPTANCE AGREEMENT

PROPOSAL SUBMITTED TO
OS-DR. & BARTOLE SCHALT
100 Lincoln Drive
STATE AND ZIP CODE
Westerville, Ohio 43081

PHONE: (814) 371-10425
DATE:

JOB NAME:

JOB LOCATION:

areby submit specifications and estimates for:

with the exception of a standard lighting system
to be discussed

Concrete & drain work will consist of a standard
minimum 30" deep footed, 4-ticks coarse of 8" block
Custom choice of height, f. b. red foundation Coating
gravel lined french drain with perforated 4" drain pipe
existing on lower side of property

Any unlisted section of contract can be discussed
worked out within reason of homeowner & contractor
Any charges, any extras will be worked out & agreed
& signed by both parties. All work will be done to
customer satisfaction. Any questions during construction
should immediately be expressed

WE PROPOSE hereby to furnish material and labor complete in accordance with above specifications, for the sum of
Twenty-five thousand nine hundred and forty dollars (\$ 25,920)
ment to be made as follows: As needed

is to be guaranteed to be as specified. All work to be completed in a workmanlike manner according
to the plans. Any alteration or deviation from above specifications, including extra work will be
calculated upon written order, and will become an extra charge over and above the estimate. All
work contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado
and necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

ACCEPTANCE OF PROPOSAL. The above prices, specifications
conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as
indicated above.

Signature

Witness:

Signature: Joseph F. Schalt 7/31/2004

Signature:

Witness:

In The Court of Common Pleas of Clearfield County, Pennsylvania

SCHALK, JOSEPH F. & BARBARA J.

VS.

BATTAGLIA, JOE JR. t/d/b/a J.B. CONSTRUCTION

COMPLAINT

Sheriff Docket # 16565

04-1740-CD

SHERIFF RETURNS

NOW NOVEMBER 13, 2004, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON JOE BATTAGLIA JR. t/d/b/a J.B. CONSTRUCTION, DEFENDANT.

NOW DECEMBER 13, 2004 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON JOE BATTAGLIA JR. t/d/b/a J.B. CONSTRUCTION, DEFENDANT BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "ATTEMPTED, WOULD NOT ANSWER THE DOOR".

Return Costs

Cost	Description
26.00	SHERIFF HAWKINS PAID BY: ATTY CK# 6251
10.00	SURCHARGE PAID BY: ATTY CK#6252
74.50	JEFFERSON CO. SHFF. PAID BY: ATTY

Sworn to Before Me This

17 Day Of Dec. 2004



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

So Answers,



by *Markay Hays*
Chester A. Hawkins
Sheriff

FILED
ek

DEC 17 2004

William A. Shaw
Prothonotary/Clerk of Courts

No. 1740 C.D. 2004

Now, December 13, 2004, I return the Notice and Complaint for JOSEPH BATTAGLIA, JR., defendant, tried to serve numerous times, but defendant would not answer his door.

Advance Costs Received:	\$125.00
My Costs:	72.50 Paid
Prothy:	2.00
Total Costs	\$ 74.50
REFUNDED:	\$ 50.50

Sworn and subscribed
to before me this 13th
day of Dec. 2004
By Raymond Stotz

So Answers,


Thomas C. Dambrosio Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

My Commission Expires The
First Monday January 2006

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

JOSEPH F. SCHALK and BARBARA J.
SCHALK, husband and wife,
Plaintiffs

CIVIL ACTION - LAW
No. 1740 - 2004 C.D.

v.

JOE BATTAGLIA, JR., t/d/b/a,
J. B. CONSTRUCTION, Defendant

Type of Pleading:
Complaint

Filed on Behalf of:
Plaintiffs

Counsel of Record for this Party:
Scott C. Allen, Esquire
Supreme Court No. 80824
257 Main Street
Brookville, PA 15825
(814) 849-4129

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

NOV 03 2004

Attest:

William L. Blair
Prothonotary/
Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL ACTION - LAW

JOSEPH F. SCHALK and BARBARA J.
SCHALK, husband and wife,

Plaintiffs

v.

No. - 2004 C.D.

JOE BATTAGLIA, JR., t/d/b/a
J.B. CONSTRUCTION,

Defendant

NOTICE TO DEFEND

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

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

David S. Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814)765-2641, Ext. 5982

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA
CIVIL ACTION - LAW

JOSEPH F. SCHALK and BARBARA J. :
SCHALK, husband and wife, :
Plaintiffs :
v. :
No. - 2004 C.D.
JOE BATTAGLIA, JR., t/d/b/a :
J. B. CONSTRUCTION, :
Defendant :
:

COMPLAINT

AND NOW, come the Plaintiffs, Joseph F. Schalk and Barbara J. Schalk, by and through their attorney, Scott C. Allen, Esquire, who files the following Complaint averring as follows:

1. Plaintiffs, Joseph F. Schalk and Barbara J. Schalk, husband and wife, are adult individuals residing at 750 Lincoln Drive, DuBois, Clearfield County, Pennsylvania, 15801.
2. Defendant, Joe Battaglia, Jr., is an adult individual, doing business as J. B. Construction, with a place of business located at 329 Grant Street, Reynoldsville, Jefferson County, Pennsylvania.
3. On or about July 31, 2000, Plaintiffs and Defendant executed a certain written Agreement for the construction of an addition to Plaintiffs' residence. A true and correct copy of the Agreement is attached hereto and marked as Exhibit "A."
4. The Plaintiffs have fulfilled all the provisions of the Agreement to be performed on their part.
5. The Defendant has not fulfilled the provisions of the Agreement to be performed on his part.

6. Defendant has wholly neglected to do and perform certain things which were expressly, or by necessary implication required to be done and performed by the Agreement, or such work was performed in a poor, improper and unworkmanlike manner as follows:

- A. Failure to provide two (2) standard windows at a combined cost of Two Hundred Thirty-six and 04/100ths (\$236.04) Dollars;
- B. Failure to provide grids for standard windows at a cost of Thirty and 48/100ths (\$30.48) Dollars;
- C. Failure to provide screens for standard windows at a cost of Twenty-eight and 00/100ths (\$28.00) Dollars;
- D. Failure to provide a 9 LT panel painted, steel entry door at a cost of Two Hundred Sixty-two and 99/100ths (\$262.99) Dollars;
- E. Ceiling fans, allotted in the contract, but not provided by contractor. Purchased by Plaintiffs at a cost of One Hundred Sixty-nine and 93/100ths (\$169.93) Dollars;
- F. Failure to complete certain labor which was performed by the Plaintiffs for a total of 80 hours at \$20.00 at a cost of One Thousand Six Hundred and 00/100ths (\$1,600.00) Dollars;
- G. Payment to Bickle Remodeling, second contractor, to complete job not completed by Defendant at a total cost of Ten Thousand Seven Hundred Sixty and 86/100ths (\$10,760.86) Dollars;
- H. Payment to Al Polohonki Heating and Plumbing to complete the heating and plumbing aspect of contract not completed by the Defendant at a total cost of One Thousand Five Hundred and 00/100ths (\$1,500.00) Dollars;
- I. Payment to Bill Brosky, carpet installer, to install carpeting not installed pursuant to the contract at a total cost of Three Hundred Twenty-eight and 00/100ths (\$328.00) Dollars;
- J. Additional ceramic tile not provided by the contractor to complete the flooring aspect of the contract at a total cost of Thirty-one and 80/100ths (\$31.80) Dollars;
- K. Additional materials in order to finish the job that was to be completed

VERIFICATION

I, Joseph F. Schalk, do hereby verify that I have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information or belief.

This statement and verification is made subject to the penalties of 18 Pa. P.C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

Joseph F. Schalk
Joseph F. Schalk
Plaintiff

VERIFICATION

I, Barbara J. Schalk, do hereby verify that I have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information or belief.

This statement and verification is made subject to the penalties of 18 Pa. P.C.S. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Barbara J. Schalk
Plaintiff

pursuant to the contract at total cost of Six Hundred Eighty-two and 49/100ths (\$682.49) Dollars;

L. Items removed or damaged due to the Defendant's negligence Seventy-four and 04/100ths (\$74.04) Dollars;

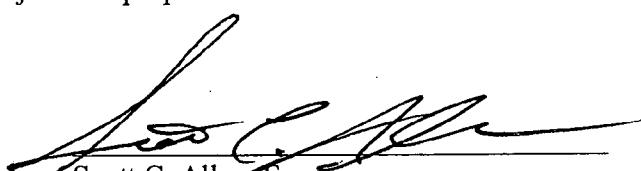
Total costs are Fifteen Thousand Seven Hundred Four and 63/100ths (\$15,704.63) Dollars.

7. Defendant has failed and refused, and still refuses to cure the aforesaid breaches, despite Plaintiffs repeated demand.

8. Criminal charges were brought against the Defendant and the Court did award Three Thousand and 00/100ths (\$3,000.00) Dollars in restitution, which was paid by the Defendant, but did not fully compensate the Plaintiffs for their loss due to the Defendant's breach.

9. The responsible cost of remedying the aforesaid breaches totals Twelve Thousand Seven Hundred Four and 63/100ths (\$12,704.63) Dollars.

WHEREFORE, Plaintiffs, Joseph F. Schalk and Barbara J. Schalk, demand judgment in their favor and against the Defendant, Joe Battaglia, Jr., t/d/b/a J. B. Construction, in the amount of Twelve Thousand Seven Hundred Four and 63/100ths (\$12,704.63) Dollars, plus interest, costs and such other further relief as the Court deems just and proper.



Scott C. Allen, Esquire
Attorney for Plaintiffs

Joe Battaglia, Jr. - Owner

814-653-7891
Page: 1-877-821-8235329 Grant Street
Reynoldsburg, PA 15851PROPOSAL AND
ACCEPTANCE AGREEMENT

PROPOSAL SUBMITTED TO
Josephine Barbara Schalk
100 Lincoln Drive
STATE AND ZIP CODE
Dobson, Pa 15801

PHONE
(814) 371-6425

DATE

JOB NAME

JOB LOCATION

hereby submit specifications and estimates for:

X I, Joseph E Battaglia Jr. of J.B. Const. Agree to the following:

- X The following materials & specs are for an approx. 20' x 30' 2nd story addition with a 1st floor bathroom.
- X All floor joists will consist of 11/16" T-J.I. with 2x10 rim joists.
- X All floor sheeting will consist of 3/4" T-G OSB.
- X All walls interior & exterior will consist of 2x6 precuts, bringing ceiling heights to 8'. First floor to be height to meet lowest joist in kitchen ceiling.
- X All exterior walls will be sheeted with 7/16 OSB & wrapped with Tyvek housewrap.
- X All roof area will be sheeted with 5/8 OSB & standard shingles.
- X T-111 will be installed for strength.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

dollars (\$

ment to be made as follows:

Accepted and agreed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be paid only for extra written orders, and will become an extra charge over and above the estimate. All work to be completed within reason, accidents or delays beyond our control. Owner to carry his, including other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTANCE OF PROPOSAL: The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as listed above.

Date of Acceptance

Witness

Signature

Signature

Witness

EXHIBIT

A

JOSEPH F. SALAKA, JR. - UNW.

18147657649
Page: 1 577-621-3233329 Grand Street
Reynoldsville, PA 15855

ACCEPTANCE AGREEMENT

POSAL SUBMITTED TO
Joseph F. Salaka
10 Lincoln Drive
STATE AND ZIP CODE
PA 15855

PHONE
(814) 371-0426

DATE

JOB NAME

JOB LOCATION

below submit specifications and estimates for:

Roof will consist of 2x12 trusses set on 2' centers with same pitch stick built to attach existing roof.

Complete roof will be built with 12" overhangs on gables & eaves with 2x6 face boards

Insulation will be installed to the following specs

Exterior walls: R-19 un-faced, plastic wrapped ground level sub-floor R-25 - Attic will have an 8" layer

Attic soffit on Apxx R-30 value

Roof will consist of 15" felt paper valleys lined with 50# smooth surface & shingles will be 25yr - to match existing roof - roof will be vented with vented soffit

Roof vent

Siding will be a treated wood board D-5 Everest

Soffit & fascia will be an Alcoa white vinyl & soffit

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of \$

dollars (\$

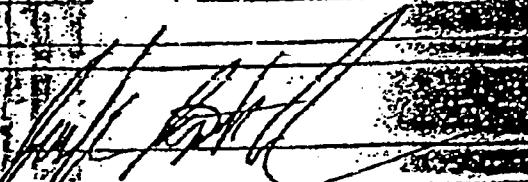
ment to be made as follows:

Work is guaranteed to be as specified. All work to be completed in a workmanlike manner according to good practice. Any deviation or deviation from above specifications involving extra costs will be paid only upon request, and will become an extra charge over and above the estimate. All claims contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, theft necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

ACCEPTANCE OF PROPOSAL. The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as listed above.

Date of Acceptance

Authorized
Signature



Witness

Signature

Signature

Witness

Joseph F. Salaka 7/31/2004

Joseph F. Salaka 8/4/2004

Joe Battaglia, Jr. - Owner

814-653-7891
Paper 1-577-521-8235

329 Grand Street
Reynoldsville, PA 15851

**REUSAL AND
ACCEPTANCE AGREEMENT**

OSAL SUBMITTED TO <i>Barbara Schalk</i>	PHONE <i>(814) 371-6625</i>	DATE
ETC <i>Lincoln Drive D-61</i>	JOB NAME <i>E.</i>	
STATE AND ZIP CODE <i>Penns 15801</i>	JOB LOCATION	

get by submit specifications and estimates for:

- X Three windows on each floor will be a standard size of Pella brand windows
- X Main entry door to addition will be standard 91.5" door professionally painted to match siding
- X Slider or french door to balcony will be customers choice with a not to exceed limit of \$1,000
- X An approx. 6x12 balcony will be installed to back of 2nd floor framed with treated 2x10 with 5/4 decking & standard spindals & 2x4 + 2x6 rails
- X 2nd floor door into addition will be cut into existing wall. Completely finished inside & out to match addition
- X Bath/bathroom will consist of fixtures of customers choice with not to exceed limit of \$1,000
- X Interior finish will consist of 1/2" drywall with a

WE PROPOSE herein to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars \$

point to be made as follows:

paid to guarantee to be as efficient, as good as he can possibly be a workmanlike manner according to prevailing, long-established, no deviation from those specifications, however, extra costs will be paid only upon written, signed, and will become an extra charge over and above the estimate. All materials required for the job, including all labor, to be always beyond our control. Owner to carry fire, tornado, and necessary insurance. The workers are fully covered by Workmen's Compensation Insurance.

卷之三

• Authorized

Signature

Wineless

卷之三

Signature

Chao-ku

SIGNIFICANT

ACCEPTANCE OF PROPOSAL The above prices, specifications, conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as per above.

Core Acceptance

Joe Battaglia, Jr. - Owner

814-653-7891
(Piece 1-877-821-8235)

329 Grant Street
Rensselaerville, PA 15855

**PROPOSAL AND
ACCEPTANCE AGREEMENT**

PROPOSAL SUBMITTED TO	PHONE	DATE
STREET	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for

Smooth finish completely primed. Pine extension jam
pine Colonial casings & a standard base color mixed
paint. Customer's choice

- x All heat runs will be ran into new zone, with approx 25 to 35% of new radiators per floor to level - heat to be discussed with customer due to R factors from existing house to addition.
- x Customer is to supply all flooring & is to be installed by B. Const. with exception of extra labor for any ceramic or special extra material or time consuming products.
- x Any power to be supplied to addition will be wired from existing electric panel.
- x All recepticals will be ran to code which consists of within 6' of each doorway & within every 12'.
- x All light fixtures will be installed to customer satisfaction.

WE PROPOSE to supply material and labor - complete in accordance with above specifications, for the sum of

dollar (\$)

Payment to be made as follows:

As provided in paragraph 1 to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be accepted only upon written orders, and will become an item of charge over and above the estimate. All agreements are to remain in force, notwithstanding delivery beyond the quoted. "Cost to carry fee, terminal and other domestic expenses. The work to be fully covered by Workman's Compensation insurance.

100

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Mandar

Classification

25

232

JOE SARTAGNA, JL • UWIC

814-633-7891
Pager 1-877-821-8235329 Grant Street
Reynoldsburg, PA 15851

ACCEPTANCE AGREEMENT

JOB SUBMITTED TO
JOSEPH B. SARTAGNA
100 Lincoln Drive
STATE AND ZIP CODE
15801

PHONE (814) 371-10425

DATE

JOB NAME

JOB LOCATION

Please submit specifications and estimates for:

with the exception of a standard lighting system
to be discussed

- ✓ Concrete & drain work will consist of a standard
minimum 30" deep footer, 4-12" coarse of 8" block
Custom choice of height, f. b. & foundation Coating
gravel lined french drain with perforated 4" drain pipe
existing on lower side of property.
- ✓ Any limited seton of contract to be discussed
worked out within reason of homeowner & contractor
- ✓ Any changes, any extras will be wrote out & agreed
signed by both parties & All work will be done
Customer satisfaction. Any questions during construction
should immediately be expressed

WE PROPOSE hereby to furnish material and labor complete in accordance with above specifications, for the sum of

Twenty five thousand nine hundred and twenty dollars (\$ 25,900)

Payment to be made as follows: 1/5 needed

Work is guaranteed to be as specified. All work to be completed in a workmanlike manner according
to the previous. Any alteration or deviation from above specifications, including extra costs will be
added upon written notice and will become an extra charge over and above the estimate. All
events contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado
and insurance premiums. Our workers are fully covered by Workmen's Compensation insurance.

ACCEPTANCE OF PROPOSAL. The above prices, specifications
conditions are satisfactory and are hereby accepted. You are
authorized to do the work as specified. Payment will be made as
agreed above.

Date of Acceptance

Witness

Signature

Signature

Witness

Signature

Notice of Proposed Termination of Court Case

January 26, 2012

RE: 2004-01740-CD

Joseph F. Schalk
Barbara J. Schalk

Vs.

Joe Battaglia Jr.
J. B. Construction

FILED

JAN 26 2012

 William A. Shaw
Prothonotary/Clerk of Courts

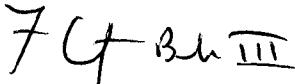
To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before March 28, 2012.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



F. Cortez Bell, III, Esq.
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Joseph F. Schalk
Barbara J. Schalk

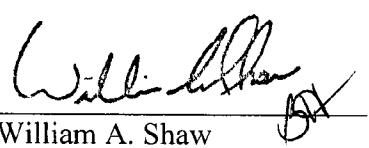
Vs.

2004-01740-CD

Joe Battaglia Jr.
J. B. Construction

Termination of Inactive Case

This case is hereby terminated with prejudice this July
26, 2012, as per Rule 230.2



William A. Shaw

Prothonotary

FILED

JUL 26 2012

WAS *62*
William A. Shaw
Prothonotary/Clerk of Courts