

05-447-CD  
A. Dilullo vs. D. Catalone

Dana Catalone et al v. Anthony Dilullo  
2005-447-CD

COURT OF COMMON PLEAS

Clearfield

JUDICIAL DISTRICT

46<sup>th</sup>

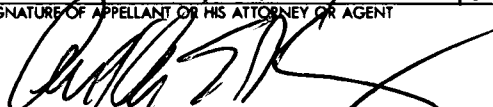
FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-447-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <u>Anthony DiLullo</u>		MAG. DIST. NO. OR NAME OF D.J. <u>46-3-01</u>	
ADDRESS OF APPELLANT <u>13633 Bennetts Valley Highway</u>		CITY <u>Penfield</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>3/14/05</u>		ZIP CODE <u>15849</u>	
CLAIM NO. CV <u>18-05</u> LT		IN THE CASE OF (Plaintiff) <u>Dana Catalone t/a Catalone Construction</u> vs. (Defendant) <u>Anthony DiLullo</u>	
SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

Signature of Prothonotary or Deputy

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon Dana Catalone t/a Catalone Construction, appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2005-447-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Eden J. Mothman agent  
Signature of appellant or his attorney or agent

**RULE:** To Dana Catalone t/a Catalone Construction, appellee(s).  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: MARCH 30, 2005

FILED

MAR 30 2005

0/12/05

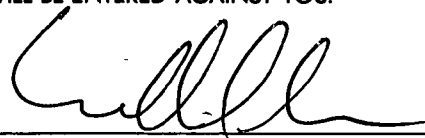
William A. Shaw

Prothonotary/Clerk of Courts

MAILED COPIES TO

MOB- FORD

Ross F. FERRARO + COPY to Anne Mothman



Signature of Prothonotary or Deputy

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

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS \_\_\_\_\_

**AFFIDAVIT:** I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_

Mag. Dist. No.:	<b>46-3-01</b>
MDJ Name: Hon.	<b>PATRICK N. FORD</b>
Address:	<b>309 MAPLE AVENUE PO BOX 452 DUBOIS, PA</b>
Telephone: (814) 371-5321	<b>15801</b>

**ANTHONY DILULLO**  
**13633 BENNETTS VALLEY HWY**  
**PENFIELD, PA 15849**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:  
NAME and ADDRESS  
**DILULLO, ANTHONY**  
**13633 BENNETTS VALLEY HWY**  
**PENFIELD, PA 15849**

VS.  
DEFENDANT/JUDGMENT CREDITOR:  
NAME and ADDRESS  
**CATALONE, DANA**  
**CATALONG CONST.**  
**RT 255 BENNETTS VALLEY HW**  
**WEEDVILLE, PA 15868**

Docket No.: **CV-0000018-05**  
Date Filed: **1/24/05**  
CROSS COMPLAINT 001



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**

- ☒ Judgment was entered for: (Name) **CATALONE, DANA**
- ☒ Judgment was entered against: (Name) **DILULLO, ANTHONY**
- in the amount of \$ **.00** on: (Date of Judgment) **3/14/05**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

☐ Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

Amount of Judgment	\$ <u><b>.00</b></u>
Judgment Costs	\$ <u><b>.00</b></u>
Interest on Judgment	\$ <u><b>.00</b></u>
Attorney Fees	\$ <u><b>.00</b></u>
<b>Total</b>	\$ <u><b>.00</b></u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
<b>Certified Judgment Total</b>	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**3-14-05** Date **Patrick N. Ford**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-0117-00

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <i>Anthony DiLullo</i>		MAG. DIST. NO. OR NAME OF D.J. <i>16 3-01</i>	
ADDRESS OF APPELLANT <i>13693 Pennells Valley Highway</i>		CITY <i>Pearfield</i>	STATE <i>Pa</i>
DATE OF JUDGMENT <i>3/11/05</i>		ZIP CODE <i>15849</i>	
IN THE CASE OF (Plaintiff) <i>Dave Calabrese &amp; Calabrese Construction</i>		(Defendant) <i>Anthony DiLullo</i>	
CLAIM NO. CV LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>[Signature]</i>		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon *Dave Calabrese & Calabrese Construction*, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. *2005-0117-00*) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

\_\_\_\_\_  
Signature of appellant or his attorney or agent

RULE: To *Dave Calabrese & Calabrese Construction*, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: *March 11, 2005*

\_\_\_\_\_  
Signature of Prothonotary or Deputy

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

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service **MUST BE FILED WITHIN TEN (10) DAYS AFTER** filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**  
MDJ Name: Hon. **PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321 15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF: **CATALONE, DANA**  
**CATALONE CONST.**  
**RT 255 BENNETTS VALLEY HW**  
**WEEDVILLE, PA 15868**  
VS.  
DEFENDANT: **DILULLO, ANTHONY**  
**13633 BENNETTS VALLEY HWY**  
**PENFIELD, PA 15849**

Docket No.: **CV-0000018-05**  
Date Filed: **1/07/05**



THIS IS TO NOTIFY YOU THAT:  
Judgment:

**FOR PLAINTIFF**

☒ Judgment was entered for: (Name) **CATALONE, DANA**  
☒ Judgment was entered against: (Name) **DILULLO, ANTHONY**  
in the amount of \$ **7,074.50** on: (Date of Judgment) **3/14/05**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

☐ Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

**FILED**

APR 07 2005

**William A. Shaw**  
**Prothonotary**

Amount of Judgment	\$ <b>6,954.00</b>
Judgment Costs	\$ <b>120.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 7,074.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGEMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**3-14-05** Date **Patrick N. Ford -PNF**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, 2006 .

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**CIVIL COMPLAINT**

Mag. Dist. No.: **46-3-01**

DJ Name: Hon.  
**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA 15801**  
Telephone: **(814) 371-5321**

PLAINTIFF: NAME and ADDRESS  
DANA CATALONE CATALONE CONSTRUCT  
R 255 BENNETTS VALLEY HWY  
L WOODVILLE PA 15868  
VS.  
DEFENDANT: NAME and ADDRESS  
ANTHONY DILLO  
13633 BENNETTS VALLEY HWY  
L PENFIELD PA

Docket No.: CV-18-05  
Date Filed: 1-7-05



	AMOUNT	DATE PAID
FILING COSTS	\$ 120.50	1/7/05
POSTAGE	\$	/ /
SERVICE COSTS	\$	/ /
CONSTABLE ED.	\$	/ /
TOTAL	\$	/ /

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 7800 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

DID NOT RECEIVE FINAL PAYMENT OF \$7800  
FOR COMPLETION OF BUILDING AT PENFIELD

I, DANA CATALONE verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

Dana Catalone

(Signature of Plaintiff or Authorized Agent)

Plaintiff's  
Attorney:

Address:

R 255 BENNETTS VALLEY HWY  
WOODVILLE PA 15868

Telephone:

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**  
MDJ Name: Hon. **PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA**  
Telephone: **(814) 371-5321** **15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT**  
**CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:  
**DILULLO, ANTHONY**  
**13633 BENNETTS VALLEY HWY**  
**PENFIELD, PA 15849**

VS.  
DEFENDANT/JUDGMENT CREDITOR:  
**CATALONE, DANA**  
**CATALONG CONST.**  
**RT 255 BENNETTS VALLEY HW**  
**WEEDVILLE, PA 15868**

Docket No.: **CV-0000018-05**  
Date Filed: **1/24/05**  
CROSS COMPLAINT **001**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**

- ☒ Judgment was entered for: (Name) **CATALONE, DANA**  
☒ Judgment was entered against: (Name) **DILULLO, ANTHONY**

in the amount of \$ **.00** on: (Date of Judgment) **3/14/05**

☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

☐ Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

**FILED**

**APR 07 2005**

**William A. Shaw**  
**Prothonotary**

Amount of Judgment	\$ <u><b>.00</b></u>
Judgment Costs	\$ <u><b>.00</b></u>
Interest on Judgment	\$ <u><b>.00</b></u>
Attorney Fees	\$ <u><b>.00</b></u>
<b>Total</b>	\$ <u><b>.00</b></u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ <u><b>=====</b></u>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

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**3-14-05** Date **Patrick N. Ford**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**CIVIL COMPLAINT**

Mag. Dist. No.: **45-3-01**  
DJ Name: Hon.  
**PATRICK N. FORD**  
Address: **309 MAPLE AVENUE**  
**P.O. BOX 452**  
**DUBOIS, PA 15801**  
Telephone: **(814) 371-5321**

PLAINTIFF: **Anthony DiLullo**  
NAME and ADDRESS  
**13633 Bennetts Valley Highway**  
**Pottsville, PA 15849**

DEFENDANT: **Dana Catalone**  
VS. NAME and ADDRESS  
**Catalone Construction**  
**Rt. 255 Bennetts Valley Highway**  
**Woodville PA 15868**

	AMOUNT	DATE PAID
FILING COSTS \$		/ /
POSTAGE \$		/ /
SERVICE COSTS \$		/ /
CONSTABLE ED. \$		/ /
TOTAL \$		/ /

Docket No.: **CW-1805 CC**  
Date Filed: **1-24-05**



**CROSS-Complaint**

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ **7,883.89** together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

*Damages for unworkmanlike performance in Defendant's construction of building for Plaintiff; to repair Defendant's unworkmanlike performance and to complete the project.*

I, Anthony DiLullo verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

*[Signature]*  
(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: Christopher E. Mohney, Esq.

Telephone: 814-375-1044

Address: 90 Beaver Drive Suite 111-B  
DuBois PA 15801

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46<sup>th</sup> Clearfield

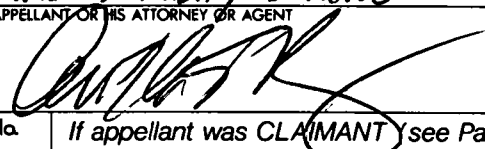
FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-447-CD

## Amended NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <u>Anthony Dilullo</u>		MAG. DIST. NO. OR NAME OF D.J. <u>46-3-01</u>	
ADDRESS OF APPELLANT <u>Rt. 255 Bennetts Valleys Highway</u>	CITY <u>Woodville</u>	STATE <u>PA</u>	ZIP CODE <u>15868</u>
DATE OF JUDGMENT <u>3/14/05</u>	IN THE CASE OF (Plaintiff) <u>Dana Catalone d/b/a Catalone Construction</u> vs. <u>Anthony Dilullo</u> (Defendant)		
CLAIM NO. CV <u>18-05</u> (Appeal from cross-appeal) LT <u>also</u>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 		

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee(s).

## PRAECIPE: To Prothonotary

Enter rule upon Dana Catalone d/b/a Catalone Construction, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 2005-447-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Dana Catalone d/b/a Catalone Construction, appellee(s).

Name of appellee(s)

\_\_\_\_\_  
Signature of appellant or his attorney or agent

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: April 12, 2005

\_\_\_\_\_  
Signature of Prothonotary or Deputy  
**FILED**

APR 12 2005

01:051 hrs

William A. Shaw  
Prothonotary

NOTICE MAILED TO  
MDJ FORD & AMY  
FERRARO

COURT FILE TO BE FILED WITH PROTHONOTARY

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS \_\_\_\_\_

**AFFIDAVIT:** I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-447-CD

## NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT <u>Anthony DiLullo</u>		MAG. DIST. NO. OR NAME OF D.J. <u>46-3-01</u>	
ADDRESS OF APPELLANT <u>Rt. 255 Benetta Valley Highway</u>		CITY <u>Woodbury</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>3/14/05</u>		ZIP CODE <u>15868</u>	
IN THE CASE OF (Plaintiff) <u>Dana Catalano d/b/a Catalano Construction</u>		(Defendant) <u>Anthony DiLullo</u>	
CLAIM NO. CV LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <u>[Signature]</u>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.	
Signature of Prothonotary or Deputy			

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

## PRAECIPE: To Prothonotary

Enter rule upon Dana Catalano d/b/a Catalano Construction, appellee(s), to file a complaint in this appeal

(Common Pleas No. 2005-447-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Dana Catalano d/b/a Catalano Construction, appellee(s).

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: April 12, 2005

Signature of Prothonotary or Deputy

## PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; SS

**AFFIDAVIT:** I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's  
receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom  
the Rule was addressed on \_\_\_\_\_, \_\_\_\_\_, ☐ by personal service ☐ by (certified) (registered)  
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_.

COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**Address: **309 MAPLE AVENUE****PO BOX 452****DUBOIS, PA**Telephone: **(814) 371-5321****15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF/JUDGMENT DEBTOR:

NAME and ADDRESS

**DILULLO, ANTHONY****13633 BENNETTS VALLEY HWY****PENFIELD, PA 15849**

VS.

DEFENDANT/JUDGMENT CREDITOR:

NAME and ADDRESS

**CATALONE, DANA****CATALONG CONST.****RT 255 BENNETTS VALLEY HW****WEEDVILLE, PA 15868**Docket No.: **CV-0000018-05**Date Filed: **1/24/05**

CROSS COMPLAINT 001

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR DEFENDANT**
☒ Judgment was entered for: (Name) **CATALONE, DANA**
☒ Judgment was entered against: (Name) **DILULLO, ANTHONY**

 in the amount of \$                     .00 on: (Date of Judgment) **3/14/05**
☐ Defendants are jointly and severally liable.

(Date &amp; Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to  
Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

☐ Portion of Judgment for physical  
damages arising out of residential  
lease \$ \_\_\_\_\_

Amount of Judgment	\$ <u>          .00</u>
Judgment Costs	\$ <u>          .00</u>
Interest on Judgment	\$ <u>          .00</u>
Attorney Fees	\$ <u>          .00</u>
<b>Total</b>	\$ <u>          .00</u>

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====

<b>Certified Judgment Total</b>	\$ _____
---------------------------------	----------

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**3-14-05** Date **Patrick N. Ford**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, 2006 .

SEAL

COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-01**

MDJ Name: Hon.

**PATRICK N. FORD**

Address:

**309 MAPLE AVENUE****PO BOX 452****DUBOIS, PA**Telephone: **(814) 371-5321****15801**

**PATRICK N. FORD**  
**309 MAPLE AVENUE**  
**PO BOX 452**  
**DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**CATALONE, DANA****CATALONE CONST.****RT 255 BENNETTS VALLEY HW****WEEDVILLE, PA 15868**

VS.

DEFENDANT:

NAME and ADDRESS

**DILULLO, ANTHONY****13633 BENNETTS VALLEY HWY****PENFIELD, PA 15849**Docket No.: **CV-0000018-05**Date Filed: **1/07/05****THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**
☒ Judgment was entered for: (Name) **CATALONE, DANA**
☒ Judgment was entered against: (Name) **DILULLO, ANTHONY**

 in the amount of \$ **7,074.50** on: (Date of Judgment) **3/14/05**
☐ Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>6,954.00</b>
Judgment Costs	\$ <b>120.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 7,074.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
<b>Certified Judgment Total</b>	<b>\$ _____</b>

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**3-14-05** Date **Patrick N. Ford -PNF**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

\_\_\_\_\_, Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2006**.

SEAL



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

**DANA CATALONE, t/d/b/a**  
**CATALONE CONSTRUCTION,**  
Plaintiff,

v.

**ANTHONY DILULLO,**  
Defendant.

No. 2005 – 447 C.D.

Type of Case: Civil – Law & Equity

Type of Pleading: **COMPLAINT**

Filed on behalf of Plaintiff

Counsel of Record for Plaintiff:  
**ROSS F. FERRARO, ESQUIRE**  
Supreme Court No.: 79218

FERRARO, KRUK & FERRARO, LLP  
690 Main Street  
Brockway, PA 15824  
Ph: (814) 268-2202  
Fax: (814) 265-8740

**FILED** <sup>6K</sup> 2cc  
m.d. 24 Bit Any  
APR 18 2005

William A. Shaw  
Prothonotary/Clerk of Courts

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,  
Plaintiff,

v.

No. 2005 - 447 C.D.

ANTHONY DILULLO,  
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 claim in the Complaint or for any other claim or relief requested by the Plaintiff.

**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.**

OFFICE OF THE PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 East Market Street  
Clearfield, PA 16830  
Ph: (814) 765-2641

FERRARO, KRUK & FERRARO, LLP  
Attorney for Plaintiff  
690 Main Street  
Brockway, PA 15824

By: \_\_\_\_\_

  
Ross F. Ferraro, Esq.

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

**DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,**  
Plaintiff,

v.

**ANTHONY DILULLO,**  
Defendant.

No. 2005 - 447 C.D.

**COMPLAINT**

**AND NOW**, comes the Plaintiff, **DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION**, by and through his Attorneys, FERRARO, KRUK & FERRARO, LLP, and files the within Complaint, of which the following is a concise statement:

**COUNT I – DAMAGES FOR CONSTRUCTION CONTRACTS /  
BREACH OF CONTRACT – FAILURE TO PAY**

1. The Plaintiff is **DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION COMPANY**, a company registered to do business in the Commonwealth of Pennsylvania, with its principal place of business located at 16859 Bennetts Valley Hwy., Weedville, Pennsylvania (15868).

2. The Defendant, **ANTHONY DILULLO**, is an adult individual now or formerly residing at 13633 Bennetts Valley Hwy., Penfield, Pennsylvania (15849).

3. On January 9, 2004, Plaintiff entered into a Contract with the Defendant, by providing a proposal and estimate, which was accepted by the Defendant, a true and correct copy of which is attached hereto and made a part hereof, and marked as **EXHIBIT “A”**.

4. The Contract called for the performance of certain work and the furnishing of certain materials by Plaintiff as therein stated, for certain work to be done on a building for Defendant's used car sales business.

5. Said original Contract specified the work and materials to be provided by Plaintiff, and set forth an original Contract price of \$36,500.00.

6. The Plaintiff began working on the construction of the building in the Spring of 2004, and completed most of the work by September of 2004, and then the Defendant requested that the Plaintiff do some additional work that was not provided for in the original Contract.

7. In addition to the original Contract, the Defendant requested that the Plaintiff work on certain specific items which were not included in the original Contract, including the installation of OSB for the ceilings and wall, extra fiberglass and vinyl for the walls and ceiling and the back detail room, extra drywall for a firewall between the office and detail room, as well as extra insulation.

8. The Plaintiff spent approximately three (3) extra weeks for the additional work not covered by the original Contract, and Plaintiff charged an additional \$3,700.00 to Defendant for the labor and time spent, as well as the costs of some extra cement for a wheelchair entrance later requested by Defendant, all of which items were not covered by the original Contract price of \$36,500.00, thus bringing the total charge for Plaintiff's work, materials and service to a total of \$40,200.00.

9. As part of the construction project, Defendant obtained a Mortgage or Line of Credit through First Commonwealth Bank to finance the payments to Plaintiff as work progressed.

10. Plaintiff began work on the Defendant's building around April 2004 and the work continued throughout the Summer and into the Fall, with work being delayed at different times due to Defendant's failure to provide input and monies for the purchase of materials, and due to the extra items that Defendant had asked Plaintiff to perform with the building.

11. During the course of construction of the building, Leo J. Klebacha, the Bank Representative from First Commonwealth Bank, came out and inspect the construction project, at different times, to make sure work was progressing in a proper and workmanlike manner, along with daily supervision by the Defendant.

12. On April 26, 2004, First Commonwealth Bank provided the first payments to Plaintiff on behalf of Defendant, with a check being paid to Plaintiff for \$5,425.06 and another check for \$2,500.00.

13. On May 21, 2004, First Commonwealth Bank provided another payment to Plaintiff on behalf of Defendant in the amount of \$5,385.00.

14. On June 3, 2004, First Commonwealth Bank provided another payment to Plaintiff on behalf of Defendant in the amount of \$10,000.00 for the third draw from the line of credit.

15. On August 31, 2004, First Commonwealth Bank provided another a payment to Plaintiff on behalf of Defendant in the amount of \$3,000.00, with this being the last payment that was ever made by Defendant or the Bank to Plaintiff for his work, materials or labor.

16. A final credit of \$5,189.94 was also given to Defendant by Plaintiff for certain payments and materials that Defendant assisted in providing to Plaintiff.

17. To date, the total amount paid by Defendant to the Plaintiff has only been \$31,500.00.

18. In September 2004, a major flood occurred in the Weedville area, and approximately six (6) inches of water flooded the building, which was at a time when most of Plaintiff's work had already been done on Defendant's building.

19. As a result of the flood, there were some moisture and mold problems that developed on the building floor and walls, and efforts were taken by both Plaintiff and Defendant to clean the walls and floor, as well as drying the same up, and after Plaintiff and Defendant inspected the outside of the walls, it was agreed that the final walling and trim work be completed by Plaintiff on behalf of Defendant.

20. Between September and late November, Defendant had also asked Plaintiff to do some of the extra items not covered by the original Contract, and Plaintiff also worked on the final wall, ceiling and trim work, with Plaintiff completing the requested work, with only a couple of minor items to be finished, when Defendant refused to allow Plaintiff to finish the final electrical work.

21. In December 2004, while the Plaintiff was still trying to finish the final electrical work, outlets and phone lines, Defendant informed Plaintiff that he did not want him finishing up the electrical work, and Defendant hired someone else to finish these couple of minor jobs, by Defendant's own choice.

22. Plaintiff provided Defendant a Final Bill and Invoice on November 16, 2004, showing that the final balance for labor and materials for the job was \$8,700.00. As of the date of the filing of the within Complaint, Plaintiff is still owed a total of \$8,700.00, plus interest by the Defendant, for the balance of original Contract owed in the amount of \$5,000.00, plus the additional \$3,700.00 for the extra work and labor provided to Defendant, for which Plaintiff is entitled to full compensation. Said Final Bill is attached hereto and made a part hereof as **EXHIBIT "B"**.

23. Plaintiff has repeatedly demanded payment on the \$8,700.00 amount due, but Defendant has wholly neglected and refused to pay the same to Plaintiff.

24. The Defendant's failure to pay Plaintiff is unfair, as he owes this money for the construction work performed by Plaintiff, and Defendant's failure to pay is a breach of his agreement to pay for the construction work performed by Plaintiff, and Defendant should be held liable for the full \$8,700.00, plus interest.

**WHEREFORE**, Plaintiff demands Judgment against the Defendant for the sum of \$8,700.00, with interest from December 31, 2004 to the present, plus costs.

## **COUNT II – DAMAGES FOR UNJUST ENRICHMENT**

25. Plaintiff hereby incorporates paragraphs 1 through 24 by reference thereto as though fully set forth at length herein.

26. The Plaintiff, **DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION**, provided all the work and materials, as required by the original Contract entered into by the parties on January 9, 2004, for which he is entitled to full compensation for the balance unpaid by Defendant.

27. The Plaintiff also provided additional work with all the requested additional work being performed by Plaintiff as requested by the Defendant, for which Defendant owes Plaintiff an additional \$3,700.00, plus the \$5,000.00 balance owed by the Defendant on the original Contract.

28. Plaintiff performed all of the work in a reasonable and workmanlike manner on behalf of Defendant, with the understanding that the Defendant would pay Plaintiff the balance owed of \$8,700.00 for the work done, with this being specifically agreed to in writing and also orally and personally agreed to and promised by Defendant, that he would pay the Plaintiff.

29. The Plaintiff justifiably relied to his detriment on the promises and the agreement by Defendant, **ANTHONY DILULLO**, to pay Plaintiff for the \$8,700.00 balance that was owed to Plaintiff for the work that was performed by Plaintiff, but to date, Defendant has failed to pay this amount.

30. The Defendant would be unjustly enriched if he was able to retain and enjoy the benefits of the work that was performed on Defendant's building, without any compensation or benefit of the bargain being given back to the Plaintiff for his work on the building.

31. The Defendant is presently in business and is using the building that was constructed by Plaintiff, and Defendant has been able to make money and have a better business as a result of having the building completed by Plaintiff for

the Defendant, without having to pay the Plaintiff for the full value of the services and work provided.

32. The Plaintiff is entitled to be paid the full amount of \$8,700.00 for which the Defendant has been unjustly enriched, and in order for the Plaintiff to receive his benefit of the bargain.

33. As a result of Defendant's unreasonable and unjust failure to pay the Plaintiff the full \$8,700.00 amount that was owed to Plaintiff back in December of 2004, the Plaintiff has incurred damages in the amount of \$8,700.00, plus interest at a legal rate of 6% per annum from December 31, 2004 to April 15, 2005, for which Plaintiff is entitled to \$150.16 in interest damages, for a total of \$8,850.16, plus costs of suit.

**WHEREFORE**, Plaintiff respectfully requests this Honorable Court to enter Judgment in its favor and against the Defendant in the amount of \$8,850.16, plus interest and costs of suit and any other relief that the Court deems appropriate.

Respectfully submitted,  
FERRARO, KRUK & FERRARO, LLP

BY: \_\_\_\_\_



Ross F. Ferraro, Esquire  
Attorney for Plaintiff


690 Main Street  
Brockway, PA 15824  
(814) 268-2202



### **VERIFICATION**

I, **DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION**, verify that the statements made in the within are true and correct to the best of my knowledge. I understand that false statements made herein are made subject to the penalties of 18 Pa. C.S.A §4904 relating to unsworn falsification to authorities.

Date: 4-14-05

  
Dana Catalone, t/d/b/a  
Catalone Construction

# Proposal

## Construction

22 S Main 323V  
 Bensalem, PA 15868  
 610-267-8852

Project Located To:

Work To Be Performed At:

By Anthony DeLuio  
13633 Bennett's Valley Hwy.  
Bensalem State PA  
 Telephone (814) 637-5038

Address 13633 Bennett's Valley Hwy.  
 City Bensalem State PA  
 Date of Plans 1-9-04

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

FOOTER (7" THICK) (24" WIDE) (WITH 1/2" REBAR)  
 BLOCK 2 COURSES  
 FLOOR 5" OF 4000 PSI CONCRETE AND WIRE MESH  
 WALLS 2x6 (7/8" RS ON CORNERS) GUTTER ON REMAINDER OF WALLS  
 TRUSSES 5-12 PITCH ON (24" CENTERS) WITH (5/8" OSB SHEETING)  
 SHINGLES 25 YEAR 3 TAB  
 GARAGE DOORS (2) (10' WIDE 8' HIGH)  
 WINDOWS 4 (6'x4') 2 (4'x4')  
 DOOR 1 (6" DOUBLE FRONT DOOR)  
 SILLING AND FLOOR  
 SILLING (455 PER SQ)  
 BRICK 4 FEET HIGH PAINT AROUND SIDING

Dollars (\$ SECOND PAGE)

### 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.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Proposal

Date

## Catalone Construction

R.R. 2 Box 323V  
Woodville, PA 15868  
(814) 787-8852

Proposal Submitted To:

Work To Be Performed At:

Name Anthony DiLullo  
Address 13633 Bennett Valley Hwy.  
City Penfield State PA  
Telephone (814) 637-5038

Address 13633 Bennett Valley Hwy.  
City Penfield State PA  
Date of Plans 1-9-04

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

ELECTRICAL INCLUDES MATERIAL AND LABOR (MAIN INTER)  
SALES OFFICE (8 PLUGS, 2 PHONE JACKS) (WIRING FOR 6 LIGHTS)  
PRIVATE OFFICE (4 PLUGS, 2 PHONE JACKS) (WIRING FOR 2 LIGHTS)  
BATH ROOM (1 GFI PLUG) (WIRING INCLUDING 1 CEILING LIGHT)  
PUNALIC ROOM (1 GFI PLUG) (WIRING INCLUDING 1 LIGHT)  
WASH BAY (8 PLUGS) (WIRING FOR 8 LIGHTS)  
(PRICE DOES NOT INCLUDE LIGHT FIXTURES JUST WIRING)  
(PRICE DOES INCLUDE PLUGS PHONE JACKS CABLES) (BOXES)  
(ALL MATERIAL FOR MAIN INTER.)  
INTERIOR WALLS (2x4) (1/2 DRY WALL) (TRIM DOORS AND WINDOWS)  
INSULATION (6 INCH IN WALLS AND CEILING) (INSULATE WASH BAY)  
NO MATERIAL OR LABOR IS ADDED FOR FINISHING WASH BAY  
(WALL)  
(EXCAVATION NOT INCLUDED)

Dollars \$ 36,500

### 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.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Proposal

## Catalone Construction

R.R. 2 Box 323V  
Weedville, PA 15868  
(814) 787-8852

Date:

NOV 11 - 84

Proposal Submitted To:

Work To Be Performed At:

Name ANTHONY DILLLO  
Address \_\_\_\_\_  
City PENFIELD PA State \_\_\_\_\_  
Telephone 637-05038

Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Date of Plans \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

FINAL BILL FOR LABOR AND MATERIAL  
FOR THIS JOB

Dollars (\$ 8700 )

### 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 \_\_\_\_\_

Signature Wm Catalone

Signature \_\_\_\_\_

EXHIBIT "B"

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,  
Plaintiff,

v.

ANTHONY DILULLO,  
Defendant.

No. 2005 - 447 C.D.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the a true and correct ccpy of the foregoing COMPLAINT was served on the Defendant's Attorney of record, by U.S. first class mail, postage prepaid on this 15<sup>th</sup> day of April, 2005, addressed as follows:

Christopher E. Mohny, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

FERRARO, KRUK & FERRARO, LLP

BY:



Ross F. Ferraro, Esquire  
Attorney for Plaintiff

FILED <sup>OK</sup>

APR 18 2005  
19.24/21  
Att'y

William A. Shaw  
Prothonotary/Clerk of Courts

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,

Plaintiff,

vs.

ANTHONY DILULLO,

Defendant.

No. 2005-447-C.D.

Type of Case: CIVIL

Type of Pleading: ANSWER, NEW  
MATTER AND COUNTERCLAIM

Filed on Behalf of: DEFENDANT

Counsel of Record:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

90 BEAVER DRIVE  
SUITE 111B  
DUBOIS, PA 15801  
(814) 375-1044

FILED NP CC  
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JUN 01 2005 @K  
William A. Show  
Prothonotary/Clerk of Courts

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

DANA CATALONE, t/d/b/a	:	
CATALONE CONSTRUCTION,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	No. 2005-447-C.D.
	:	
ANTHONY DILULLO,	:	
	:	
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 CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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.

WILLIAM SHAW, PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,

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vs.

No. 2005-447-C.D.

ANTHONY DILULLO,

Defendant.

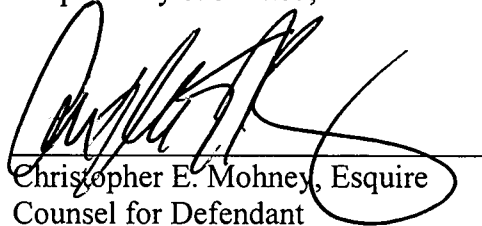
**NOTICE TO PLEAD**

TO THE WITHIN NAMED PLAINTIFF:

You are hereby notified to plead to the within new matter within twenty (20) days of service hereof, or judgment may be entered against you.

Respectfully submitted,

By:

  
Christopher E. Mohnhey, Esquire  
Counsel for Defendant



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

DANA CATALONE, t/d/b/a	:	
CATALONE CONSTRUCTION,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	No. 2005-447-C.D.
	:	
ANTHONY DILULLO,	:	
	:	
Defendant.	:	

**ANSWER, NEW MATTER AND COUNTERCLAIM**

AND NOW, comes the Defendant, ANTHONY DILULLO, (hereinafter referred to as “Dilullo”), by and through his attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, and files this Answer, New Matter and Counterclaim, averring as follows:

**ANSWER**

**COUNT I – DAMAGES FOR CONSTRUCTION CONTRACTS/BREACH  
OF CONTRACT – FAILURE TO PAY**

1. After reasonable investigation, Dilullo is without knowledge or information sufficient to form a belief as to the truth of paragraph 1 of Plaintiff, Dana Catalone, t/d/b/a Catalone Construction’s (hereinafter referred to as “Catalone”) Complaint, the same being deemed denied and strict proof being demanded at trial.
2. Admitted.
3. Paragraph 3 of Catalone’s Complaint are legal conclusions, to which no response is necessary, the same being deemed denied and strict proof thereof being demanded at

trial. By way of further response, Exhibit "A" to Catalone's Complaint is a written document, the terms of which speak for themselves.

4. Paragraph 3 of Dilullo's Answer is incorporated herein by reference and as if set forth at length.
5. Paragraph 3 of Dilullo's Answer is incorporated herein by reference and as if set forth at length.
6. Admitted in part, denied in part. Dilullo admits that Catalone began working on the construction of Dilullo's building in spring of 2004 and that most of the work to be done by Catalone was completed by September of 2004. By way of further response, Dilullo denies that the work completed by Catalone was done in a proper, workman-like manner, as is set forth in new matter and counterclaim which follows and which is incorporated herein by reference and as if set forth at length. Moreover, while Dilullo admits that he requested Catalano to do some additional work apart from what the parties initially agreed, Dilullo maintains that some of what Catalone is considering "additional work" is actually work that Catalone had to complete to have the building conform to Department of Labor and Industry Standards and/or complete aspects of his improper workmanship.
7. Admitted in part, denied in part. Dilullo admits that he requested Catalone to install extra fiber glass and vinyl for the walls and ceiling in the back detail room and install extra dry wall for a firewall between the office and detail room. Dilullo denies that the installation of extra insulation and the installation of OSB for the ceilings and wall (Dilullo assumes the sheet boards attached to the underside of the trusses above the

drop ceiling and the OSB are one and the same) were “additional work”. To the contrary, the sheet boards attached to the underside of the trusses (OSB) was requested of Catalone from Dilullo because Catalone was not going to install any insulation in the ceiling. By way of further response, the extra dry wall for the firewall between the office and detail room should have been installed by Catalone originally and was necessary for the building to comply with Labor & Industry Code.

8. Admitted in part, denied in part. Dilullo admits that while it may be that Catalone spent approximately three (3) extra weeks for the additional work and that he agreed to pay Catalone Three Thousand Seven Hundred Dollars (\$3,700.00) for the labor, Dilullo denies that it was necessary for Catalone to spend three (3) extra weeks to complete any requested additional work. To the contrary, Catalone did not work full days at Dilullo’s site, nor did Catalone work every day at Dilullo’s site. Moreover, Dilullo paid for all the materials regarding the items of additional work. Dilullo admits that the total amount to have been paid to Catalone for his services would have been Forty Thousand Two Hundred Dollars (\$40,200.00). However, Dilullo denies that he ever owed Catalone Forty Thousand Two Hundred Dollars (\$40,200.00), insofar as Catalone’s work was performed in an unworkmanlike and unacceptable manner, as is averred in the New Matter and Counterclaim which follows, all of which is incorporated herein by reference and as if set forth at length.

9. Admitted.

10. Admitted in part, denied part. Dilullo admits that Catalone began work on his building around April of 2004 and that the work continued throughout the summer

and into the fall. By way of further response, Catalone assured Dilullo at the outset of the project it would take two months to complete the work. Moreover, Catalone did not work at the site everyday; nor did Catalone always work full days on the days he did work at the site. Dilullo denies the remainder of paragraph 10 of Catalone's Complaint and, by way of further response, Dilullo avers that he neither committed acts nor failed to commit acts that would have delayed Catalone's work. Moreover, Dilullo was on the site everyday, even all those days when Catalone was not present working. Dilullo further denies failing to provide monies to Catalone for the purchase of monies to purchase materials.

11. Admitted in part, denied in part. It is admitted that Leo J. Klebacha of First Commonwealth Bank appeared at the property on various occasions and that Dilullo was present at the site daily. As for the remainder of the averments in paragraph 11 of Catalano's Complaint, after reasonable investigation Dilullo is without knowledge or information sufficient to form a belief as to the truth, the same being deemed denied and strict proof thereof being demanded at trial.

12. – 15. Denied. Paragraph 12 through 15, inclusive, of Catalone's Complaint rely upon documents in the possession of a third party and/or Catalone, which documents are not attached to Catalone's Complaint. By way of further response, the referenced evidence are written documents, the originals of which will speak for themselves.

16. Denied. After reasonable investigation, Dilullo is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 16 of Catalone's Complaint, the same being deemed denied and strict proof thereof being

demanded at trial. To the extent an answer is deemed necessary, the information in the averments of fact are sole and exclusive possession of Catalone, and Dilullo can not respond to this averment. Dilullo does admit that he bought materials himself with the loan account money, which materials were utilized by Catalone on the project.

17. After reasonable investigation, Dillulo is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph 17 of Catalone's Complaint, the same being deemed denied and strict proof thereof being demanded at trial. By way of further response, Dilullo is carefully compiling his records of all payments made, and/or authorized to be made to Catalone and will confirm the amount in discovery.
18. Denied. Whether a "major flood" occurred in the Weedville area is subject to interpretation. By way of further response, however, Dilullo's building is in Penfield and Dilullo denies that there was approximately six (6) inches of water flooded in the building.
19. Denied. Paragraph 19 of Catalone's Complaint is comprised partly of legal conclusions, to which no response is necessary, the same being deemed denied and strict proof thereof being demanded at trial. By way of further response, Dilullo admits that he experienced mold problems in his building, although Dilullo denies that the mold was necessarily caused as a result of the flood. To the contrary, the mold was caused because of Catalone's improper and unworkmanlike construction of the building, as set forth in the following New Matter and Counterclaim, all of

which is incorporated herein by reference and as if set forth at length. Dilullo, at all times during construction by Catalone, relied on Catalone's expertise in the construction of his building.

20. Admitted. By way of further response, some of what Catalone refers to as "additional work" was necessitated do to the Labor & Industry inspection of the premises, and portions of the construction not complying with Labor & Industry's regulations. Moreover, Dilullo denies that the "additional work constituted "minor items". Finally, Dilullo denies having "refused" Catalone the opportunity to finish the electrical work. To the contrary, Catalone failed to complete the electric work, and Dilullo requested Catalone to complete the electrical work on more than one occasion. After Catalone failed to appear at the site to complete, Dilullo arranged to have the electrical service hooked up by another individual, which after it was hooked up, led to the discovery of other problems with Catalone's electrical work within in the building.
21. Admitted in part, denied in part. It is denied that Catalone was "... still trying to finish the final electrical work, outlets and phone lines". To the contrary, Catalone never installed phone lines/jacks, and failed to respond to requests to appear and complete the electrical work. By way of further response, Dilullo denies that these were "minor jobs", and, to the contrary, without electric service Dilullo could not open his business.
22. Admitted in part, denied in part. It is admitted that Catalone submitted a final bill and invoice showing a balance due him from Dilullo of Eight Thousand Seven

Hundred Dollars (\$8,700.00). Dilullo denies that he owes Catalone Eight Thousand Seven Hundred Dollars (\$8,700.00), plus interest. To the contrary, for reasons set forth in the following New Matter and Counterclaim, which averments are incorporated herein by reference and as if set forth at length, Dilullo maintains he owes Catalone no money, and, in fact, Catalone owes Dilullo money for the reasons stated therein.

23. Admitted. By way of further response, paragraph 22 of this answer is incorporated herein by reference and as if set forth at length.
24. Denied. To the contrary, Dilullo should not have to pay Catalone for Catalone's unworkmanlike and improper performance. By way of further response, the following New Matter and Counterclaim averments are incorporated herein by reference and as if set forth at length. The remainder of paragraph 24 of Catalone's Complaint constitutes legal conclusions, to which no response is deemed necessary, the same being deemed denied and strict proof thereof being demanded at trial.

WHEREFORE, Defendant Anthony Dilullo prays this Honorable Court to dismiss Plaintiff, Dana Catalone, t/d/b/a Catalone Construction's Complaint be dismissed with prejudice, and costs taxed to Plaintiff.

#### **COUNT II – DAMAGES FOR UNJUST ENRICHMENT**

25. Dilullo incorporates by reference and as if set forth at length herein paragraphs 1 through 24 of this Answer.
26. Denied. To the contrary, Catalone performed in an unworkmanlike and improper manner, did not supply all the materials for the job and is not entitled to any more

compensation for his work. By way of further response, the contents of Dilullo's New Matter and Counterclaim are incorporated herein by reference and as if set forth at length.

27. Denied. Paragraph 26 of this Answer is incorporated herein by reference and as if set forth at length.

28. Denied. Paragraph 26 of this Answer is incorporated herein by reference and as if set forth at length. By way of further response, Dilullo denies having agreed to pay Catalone Eight Thousand Seven Hundred Dollars (\$8,700.00) in writing (no writing is attached to Catalone's Complaint), orally and/or personally.

29. Paragraph 29 contains legal conclusions to which no response is deemed necessary, the same being deemed denied and strict proof being demanded at trial. To the extent an answer is deemed necessary, Dilullo's New Matter and Counterclaim are incorporated herein by reference and as if set forth at length. Moreover, Catalone's work was performed in a poor, unworkmanlike and improper manner, and Dilullo denies owing Catalone further money, or promising to pay Catalone further monies for his work.

30. Paragraph 30 of Catalone's Complaint are legal conclusions to which no answer is deemed necessary, the same being deemed denied and strict proof thereof being demanded at trial.

31. Admitted in part, denied in part. It is admitted that Dilullo is presently in business and is utilizing the building that was constructed (in part) by Catalone. The remainder of paragraph 31 of Catalone's Complaint is denied. To the contrary,



Catalone's poor, unworkmanlike and improper performance has cost Dilullo valuable time and money in his business endeavors. Specifically, Catalone promised Dilullo that the building would be constructed in two (2) months; Catalone, through not fault of Dilullo, was not able to fully complete the building even after seven (7) months of work. Moreover, Catalone, at least implicitly, warranted that his work would be performed in a proper and workmanlike manner; it was not, as averred in Dilullo's following New Matter and Counterclaim, the averments of which are incorporated herein by reference and as if set forth at length. Finally, because of Catalone's poor, unworkmanlike and improper performance in his manner of constructing Dilullo's building, Dilullo has had to incur costs to both finish and repair Catalone's defective work, all of which are the subject of the following New Matter and Counterclaim.

32. Paragraph 32 of Catalone's Complaint are legal conclusions to which no answer is necessary, the same being deemed denied and strict proof thereof being demanded at trial.
33. Denied. To the contrary, as averred in the following New Matter and Counterclaim, which averments are incorporated herein by reference and as if set forth at length, Dilullo owes Catalone nothing. Rather, it is Catalone who owes damages to Dilullo resultant of Catalone's poor, unworkmanlike and improper performance.

WHEREFORE, Defendant Anthony Dilullo prays this Honorable Court to dismiss Count II of Plaintiff Dana Catalone, t/d/b/a Catalone Construction's Complaint, with prejudice, and tax costs to Plaintiff.

**NEW MATTER**

34. Catalone at the beginning of construction of Dilullo's building that he could complete construction in two (2) months time.
35. Catalone never completed construction of Dilullo's building.
36. Catalone's job proposal, attached and marked Exhibit "A" to Catalone's Complaint, requires six (6) inches of insulation in the walls and ceiling of Dilullo's building.
37. Catalone installed no insulation in the ceiling of Dilullo's building.
38. Catalone installed no insulation on the interior of the foundation-block portions of Dilullo's building's walls.
39. Dilullo purchased portions of the material utilized by Catalone in the construction of the building.
40. Dilullo and Catalone had disagreements regarding the failure of Catalone to insulate the ceiling of the building and regarding the installation of the Waines coating over the foundation-block portion of Dilullo's building's interior walls.
41. Catalone's job proposal attached to his Complaint and marked Exhibit "A", included the installation of telephone jacks.
42. Catalone installed no telephone jacks in the building.
43. Catalone's job proposal attached as Exhibit "A" to his Complaint included completion of all electrical work to the building.
44. Despite repeated requests of Dilullo, Catalone failed to complete the electrical work at Dilullo's building.

45. Dilullo and Catalone had disagreements regarding the installation of the electrical work by Catalone, and Catalone's installation of the electrical work was poor, improper and unworkmanlike.

WHEREFORE, Defendant Anthony Dilullo demands judgment in his favor, together with costs, as to any claims of Plaintiff Dana Catalone, t/d/b/a Catalone Construction.

### **COUNTERCLAIM**

46. Should Exhibit "A" attached to Catalone's Complaint be determined to be a valid and enforceable contract, Dilullo has fulfilled all the provisions of the agreement on his part to be performed.

47. Should it be determined that Catalone and Dilullo had an oral agreement in lieu of, or in addition to a written agreement, Dilullo has fulfilled all the provisions of any such agreement on his part to be performed.

48. Should Exhibit "A" to Catalone's Complaint be determined to be a valid written contract, or should it be determined that there is an oral contract in lieu of the written contract and/or in addition to a written contract, Catalone has not fulfilled the provisions of the agreement on his part to be performed.

49. Catalone 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 as follows:

- a. Properly insulate the interior of the foundation-block portions of the walls in Dilullo's building;

- b. Properly install insulation in other parts of the building, including, but not limited to, the ceiling;
- c. Properly install and complete the installation of the electrical work in the building;
- d. Install telephone jacks and/or outlets in the building; and
- e. Properly install and complete installation of trim and finish work in the interior of the building.

50. Catalone has performed in a poor, improper and unworkmanlike manner certain other things which were expressly or by necessary implication required to be done and performed in a proper and workmanlike manner, as follows:

- a. The tubing in the heat radiant floor was improperly installed, to the extent Dilullo had to pay additional money to his plumbing and heating contractor to construct a new manifold to be compatible with the tubing left in the cement floor by Catalone;
- b. The electrical work was never completed, and when completed by another electrician, and the power was turned on, there were numerous difficulties, including, but not limited to, the need to replace a light above the desk, repair a light and receptacle in the furnace room, wire a bathroom light, repair a three-way switch and connection in the garage, install a junction box in the attic and rewire the junction box, repair the main light switches at the main entrance of the building, and trace wires in the attic and receptacle covered in garage wall;

- c. Catalone failed to properly install the interior wall over the foundation-block portion of the building, resulting in a serious mold condition which damaged twenty-three (23) pieces of Waines coating, twenty-three (23) sheets of wall board, and eleven (11) sheets of OSB, which had to be replaced at the expense of Dilullo;
- d. Portions of the trim had to be removed, reinstalled and repainted, because they were improperly installed and unsightly; and
- e. The garage bay doors were constructed with lumber that was not pressure treated.

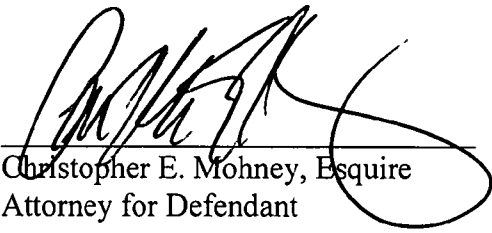
51. Catalone failed and refused to cure the aforementioned breaches.

52. Dilullo has had to pay other contractors \$10,756.49 to remedy the aforementioned breaches of Catalone.

WHEREFORE, Defendant Anthony Dilullo demands judgment against Plaintiff Dana Catalone, t/d/b/a Catalone Construction in an amount of \$10,756.49 together with costs and interests as allowed by law.

Respectfully submitted,

By:

  
Christopher E. Mohnney, Esquire  
Attorney for Defendant

**VERIFICATION**

I, ANTHONY DILULLO, being duly authorized to make this verification, have read the foregoing Answer, New Matter and Counterclaim. The statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 5-30-05

  
ANTHONY DILULLO

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,

Plaintiff,

vs.

ANTHONY DILULLO,

Defendant.

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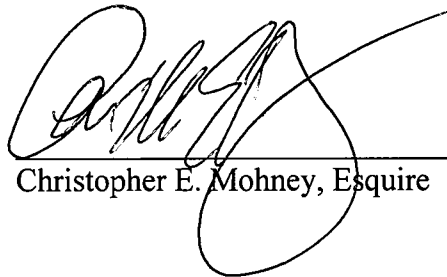
No. 2005-447-C.D.

**CERTIFICATE OF SERVICE**

I, Christopher E. Mohney, Esquire, do hereby certify that on this 31st day of May, 2005, I caused to be served by First Class United States Mail, postage prepaid, Answer, New Matter and Counterclaim on the following:

Ross F. Ferraro, Esquire  
Ferraro, Kruk & Ferraro, LLP  
690 Main Street  
Brockway, PA 15824

By:



Christopher E. Mohney, Esquire

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,

Plaintiff,

vs.

ANTHONY DILULLO,

Defendant.

ANSWER, NEW MATTER AND  
COUNTERCLAIM

No. 2005-447-C.D.

LAW OFFICES

**CHRISTOPHER E. MOHNEY**

90 BEAVER DRIVE - SUITE 111B

DUBOIS, PA 16801

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**FILED**

**JUN 01 2005**

William A. Shaw  
Prothonotary/Clerk of Courts



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

**DANA CATALONE, t/d/b/a**  
**CATALONE CONSTRUCTION,**  
Plaintiff,

v.

**ANTHONY DILULLO,**  
Defendant.

No. 2005 – 447 C.D.

Type of Case: Civil – Law & Equity

Type of Pleading:  
**PLAINTIFF'S ANSWER TO  
DEFENDANT'S NEW MATTER  
AND COUNTERCLAIM**

Filed on behalf of Plaintiff

Counsel of Record for Plaintiff:  
**ROSS F. FERRARO, ESQUIRE**  
Supreme Court No.: 79218

FERRARO, KRUK & FERRARO, LLP  
690 Main Street  
Brockway, PA 15824  
Ph: (814) 268-2202  
Fax: (814) 265-8740

**FILED**

**JUN 16 2005**

*m/12:30/*  
William A. Shaw

Prothonotary/Clerk of Courts *WS*

*2 cert to Atty*

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

**DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,**  
Plaintiff,

v.

**ANTHONY DILULLO,**  
Defendant.

No. 2005 - 447 C.D.

**PLAINTIFF'S ANSWER TO DEFENDANT'S  
NEW MATTER AND COUNTERCLAIM**

**AND NOW**, comes the Plaintiff, **DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION**, hereinafter referred to as "CATALONE," by and through his Attorneys, FERRARO, KRUK & FERRARO, LLP, and files the within Answer to Defendant's New Matter and Counterclaim, averring as follows:

**ANSWER TO DEFENDANT'S NEW MATTER**

1 - 33. No Answer is required by the Rules of Civil Procedure. To the extent that any answer is deemed necessary or required by the Court, any and all allegations contained in Paragraph 1 through 33 of Defendant's Answer are Denied, and strict proof of the same are demanded at Trial.

34. **DENIED.** It is Denied that the Plaintiff, DANA CATALONE (hereinafter referred to as "CATALONE"), made any promises that he could complete construction of DILULLO'S building in two (2) months time, as averred by the Defendant, DILULLO, and the averments of Paragraph 34 of Defendant's New Matter are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, it is denied that there was ever any Agreement or

written contract agreeing to a certain amount of time within which the construction project had to be completed, and any delays in the project were caused by the Defendant, DILULLO, in failing to provide certain draws of monies for Plaintiff's labor costs and for the purchase of materials needed for the construction project.

35. **DENIED.** It is Denied that CATALONE never completed construction of DILULLO'S building, and the averments of Paragraph 35 in Defendant's New Matter are specifically denied in their entirety and strict proof of the same is demanded at Trial.

36. Admitted in part and Denied in part. It is admitted that CATALONE'S job proposal, attached and marked as Exhibit "A" to CATALONE'S Complaint, required six (6) inches of insulation in the walls and ceiling of DILULLO'S building in certain areas, but it is **DENIED** that CATALONE failed to perform the work as requested by Defendant, DILULLO, and all averments in Paragraph 36 in Defendant's New Matter that are inconsistent herewith are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, Plaintiff CATALONE always attempted to follow the original terms of the Agreement between the parties, but the Defendant DILULLO had requested extra work to be performed, and also caused delays and requested different materials and work to be done by CATALONE beyond the original agreement after the initial project began.

37. **DENIED.** It is Denied that CATALONE installed no insulation in the ceiling of DILULLO'S building, and the averments of Paragraph 37 of Defendant's New Matter are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, CATALONE did in fact install insulation in the celings.

38. Admitted in part and Denied in part. It is admitted that CATALONE installed no insulation on the interior of the foundation-block portions of DILULLO'S building's walls, but is **DENIED** that this was required by the Contract or by Building Codes, and the averments of Paragraph 38 of Defendant's New Matter are

specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, Plaintiff CATALONE did install insulation in the building in the areas as requested by Defendant DILULLO.

39. Admitted in part and Denied in part. It is admitted that DILULLO purchased some portions of the material utilized by CATALONE in the construction of the building, but it is **DENIED** that DILULLO purchased any large portion of the materials used by CATALONE in the construction of the building and all averments inconsistent herewith in Paragraph 39 in Defendant's New Matter are specifically denied and strict proof of the same is demanded at Trial.

40. Admitted in part and Denied in part. It is admitted that DILULLO and CATALONE had some disagreements regarding the construction, but it is **DENIED** that CATALONE failed to properly insulate the ceiling of the building or install proper wainscoting over the foundation-block portion of DILULLO'S building's interior walls, and all averments in Paragraph 40 of Defendant's New Matter that are inconsistent herewith are specifically denied in their entirety and strict proof of the same is demanded at Trial.

41. Admitted.

42. Admitted in part and Denied in part. It is admitted that CATALONE installed no telephone jacks in the building, but it is **DENIED** that CATALONE was not willing or able to install said telephone jacks, and all averments in Paragraph 42 of Defendant's New Matter that are inconsistent herewith are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, it was the Defendant, DILULLO, that specifically refused to permit CATALONE to finish installing the telephone jacks in the building as part of the project, as Defendant DILULLO specifically forbade CATALONE from finishing his final small items of work, such as the installation of the telephone jacks and other wiring items, and DILULLO chose to employ the services of another contractor, at his cost, through no fault of CATALONE, and thus, it was impossible for CATALONE to complete this work under the construction proposal.

43. Admitted in part and Denied in part. It is admitted that CATALONE'S job proposal attached as Exhibit "A" to Plaintiff's Complaint included a provision for completion of electrical work to the building, but it is **DENIED** that CATALONE was permitted to complete the electrical work, and all averments in Paragraph 43 of Defendant's New Matter that are inconsistent herewith are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, the Defendant, DILULLO, kicked CATALONE out of his building, and prevented CATALONE from finishing the electrical work to the building, hiring another contractor, thereby making the completion of the work and performance by CATALONE impossible.

44. **DENIED.** It is Denied that CATALONE failed to complete the electrical work at DILULLO'S building despite repeated requests of DILULLO, and the averments in Paragraph 44 of Defendant's New Matter are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, the Defendant DILULLO kicked the Plaintiff CATALONE out of the building, and prevented CATALONE from finishing the final construction and electrical work. Further, Defendant DILULLO failed to make certain payments to CATALONE towards the end of the construction project, which also made it impossible for CATALONE to continue to work on the project.

45. **DENIED.** It is Denied that DILULLO and CATALONE had disagreements regarding the installation of the electrical work by CATALONE, and that CATALONE'S installation of the electrical work was poor, improper and unworkmanlike, and the averments in Paragraph 45 of Defendant's New Matter are specifically denied in their entirety and strict proof of the same is demanded at Trial.

**WHEREFORE,** Plaintiff, DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION, demands Judgment against the Defendant, ANTHONY DILULLO, for the full amount set forth in Plaintiff CATALONE'S Complaint, and further demands that any and all claims by the Defendant, ANTHONY DILULLO be denied.

### **ANSWER TO DEFENDANT'S COUNTERCLAIM**

Plaintiff hereby incorporates paragraphs 1 through 45 by reference thereto as though fully set forth at length herein.

46. **DENIED.** It is Denied that DILULLO has fulfilled all of the provisions of the agreement on his part to be performed, under the contract attached as Exhibit "A" to CATALONE'S Complaint, and all averments in Paragraph 46 of Defendant's Counterclaim are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, Exhibit "A" that is attached to CATALONE'S Complaint is a valid and enforceable contract, and DILULLO has failed to perform the provisions of the agreement for which he is responsible and has breached said contract in failing to make payments, and interfering with Plaintiff's performance of the contract work, and preventing Plaintiff from finishing his work.

47. **DENIED.** It is Denied that DILULLO has fulfilled all of the provisions of the Agreement between the parties, on his part to be performed, and all averments in Paragraph 47 of Defendant's Counterclaim are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, should it be determined that CATALONE and DILULLO had an oral agreement in lieu of or in addition to the written agreement between the parties, DILULLO has also failed to fulfill or perform all of the provisions of any such agreement on his part to be performed, for which the Plaintiff CATALONE is entitled to compensation from Defendant DILULLO.

48. **DENIED.** It is Denied that CATALONE has not fulfilled the provisions of the agreement on his part to be performed as agreed between the parties, and all averments in Paragraph 48 of Defendant's Counterclaim are specifically denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, Exhibit "A" to CATALONE'S Complaint is a valid written contract that was accepted by the Defendant, and any oral contracts or agreements between the parties have also been fully performed by the Plaintiff CATALONE, to the best of his

ability, despite interference from Defendant DILULLO and actions to make some items impossible to perform, and thus, Plaintiff CATALONE is entitled to full compensation as demanded in his Complaint.

49. **DENIED.** It is Denied that the Plaintiff CATALONE 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 as averred in Paragraph 49 of Defendant's Counterclaim, and all averments of Paragraph 49, a through e, of Defendant's Counterclaim are specifically denied in their entirety and strict proof of the same is demanded at Trial.

50. **DENIED.** It is Denied that the Plaintiff CATALONE has performed in a poor, improper or unworkmanlike manner certain other things which were expressly or by necessary implication required to be done and performed in a proper and workmanlike manner as set forth in Paragraph 50 of Defendant's Counterclaim, and all averments of Paragraph 50, a through e, of Defendant's Counterclaim are specifically denied in their entirety and strict proof of the same is demanded at Trial.

51. **DENIED.** It is specifically Denied that Plaintiff CATALONE failed and refused to cure any forementioned breaches as set forth in Defendant's Counterclaim, and all averments of Paragraph 51 and any other Paragraphs incorporated therein of Defendant's Counterclaim are specifically denied in their entirety and strict proof of the same is demanded at Trial.

52. After reasonable investigation, Plaintiff CATALONE is without knowledge or information sufficient to form a belief as to the truth of any averments of Paragraph 52 of Defendant's Counterclaim, the same being deemed Denied in their entirety and strict proof of the same is demanded at Trial. By way of further response, any extra amounts that Defendant DILULLO has paid to other contractors was through his own fault or caused by natural disasters or other causes, for which the Plaintiff CATALONE bears no responsibility, and any claims for damages by DILULLO are Denied in their entirety.

**WHEREFORE,** Plaintiff, DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION, demands Judgment against the Defendant, ANTHONY DILULLO, for the full amount set forth in Plaintiff CATALONE'S Complaint, and further demands that any and all claims by the Defendant, ANTHONY DILULLO be denied.

Respectfully submitted,  
FERRARO, KRUK & FERRARO LLP

BY: \_\_\_\_\_

  
Ross F. Ferraro, Esquire  
Attorney for Plaintiff


690 Main Street  
Brockway, PA 15824  
(814) 268-2202



**VERIFICATION**

I, **DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION**, verify that the statements made in the within Answer are true and correct to the best of my knowledge. I understand that false statements made herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 6-15-05

  
\_\_\_\_\_  
Dana Catalone, t/d/b/a  
Catalone Construction

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,  
Plaintiff,

v.

ANTHONY DILULLO,  
Defendant.

No. 2005 - 447 C.D.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 15<sup>th</sup> day of June, 2005, a true and correct copy of the foregoing ANSWER TO DEFENDANT'S NEW MATTER AND COUNTERCLAIM was served on the Defendant's Attorney of record, by U.S. first class mail, postage prepaid, addressed as follows:

Christopher E. Mohny, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

FERRARO, KRUK & FERRARO, LLP

EY:



Ross F. Ferraro, Esquire  
Attorney for Plaintiff

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,  
Plaintiff,

v.

ANTHONY DILULLO,  
Defendant.

No. 2005 – 447 C.D.

Type of Case: Civil – Law & Equity

Type of Pleading:  
**CERTIFICATE OF READINESS**

Filed on behalf of Plaintiff

Counsel of Record for Plaintiff:  
**ROSS F. FERRARO, ESQUIRE**  
Supreme Court No.: 79218

FERRARO, KRUK & FERRARO, LLP  
690 Main Street  
Brockway, PA 15824  
Ph: (814) 268-2202  
Fax: (814) 265-8740

**FILED**

M/3:00/um  
OCT 07 2005

2 cEnt to Atty ~~Case # 1A~~  
William A. Shaw  
Prothonotary

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

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED

CASE NUMBER      TYPE TRIAL REQUESTED      ESTIMATED TRIAL TIME  
2005 - 447 C.D.  
Date Complaint      ( ) Jury      ( ) Non-Jury  
Filed:      (X) Arbitration      1 days/hours  
April 18, 2005

PLAINTIFF(S)

DANA CATALONE, t/d/b/a CATALONE  
CONSTRUCTION

( )

Check block if a Minor  
is a Party to the Case

DEFENDANT(S)

ANTHONY DILULLO

( )

ADDITIONAL DEFENDANT(S)

( )

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE      CONSOLIDATION      DATE CONSOLIDATION ORDERED  
\$8,850.16 plus costs & interest  
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:



Ross F. Ferraro, Esq.

(814) 268-2202

FOR THE PLAINTIFF

TELEPHONE NUMBER

Christopher E. Mohny, Esq.

(814) 375-1044

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

4. . .

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,  
Plaintiff,

v.

ANTHONY DILULLO,  
Defendant.

No. 2005 - 447 C.D.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this day, a true and correct copy of the foregoing  
CERTIFICATE OF READINESS was served on the Defendant's Attorney of record,  
by U.S. first class mail, postage prepaid, addressed as follows:

Christopher E. Mohney, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

FERRARO, KRUK & FERRARO, LLP

DATE: 10/5/05

BY:

  
\_\_\_\_\_  
Ross F. Ferraro, Esquire  
Attorney for Plaintiff

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION

vs.

ANTHONY DILULLO

:  
:  
:  
: No. 05-447-CD  
:  
:

FILED  
ID: 2361  
FEB 28 2006

William A. Shaw (LW)  
Prothonotary/Clerk of Courts  
6 CC CIA

**ORDER**

NOW, this 27 day of February, 2006, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Tuesday, April 25, 2006 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

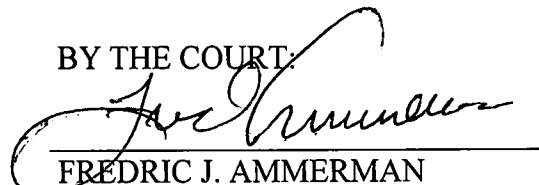
Joseph Colavecchi, Chairman

Earle D. Lees, Jr., 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.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Dana Catalone, t/d/b/a Catalone Construction

vs.

Anthony Dilullo

No. 2005-00447-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 25th day of April, 2006, 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.

Joseph Colavecchi, Esq.

Earle D. Lees, Jr., Esq.

S. Casey Bowers, Esq.

Chairman

Sworn to and subscribed before me this  
25th day of April, 2006.

Prothonotary

FILED

APR 25 2006

William A. Shaw  
Prothonotary/Clerk of Courts

Notice to  
Atty's:  
Ferraro  
Mohney

AWARD OF ARBITRATORS

Now, this 25 day of April, 2006, 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. On the Complaint, Judgment in favor of Defendant, Anthony Dilullo.
2. On the Counter Claim, Judgment in favor of Defendant, Anthony Dilullo in the amount of \$1,409.69. plus costs. No interest allowed.

Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 25<sup>th</sup> day of April, 2006, 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

Dana Catalone, t/d/b/a  
Catalone Construction

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

Vs.

: No. 2005-00447-CD

Anthony Dilullo

NOTICE OF AWARD

TO: ROSS F. FERRARO, ESQ.  
CHRISTOPHER E. MOHNEY, ESQ.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on April 25, 2006, and have awarded:

1. On the Complaint, Judgment in favor of Defendant, Anthony Dilullo.
2. On the Counterclaim, Judgment in favor of Defendant, Anthony Dilullo, in the amount of \$1,609.69 plus costs. No interest allowed.

William A. Shaw

Prothonotary

By

April 25, 2006

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 ACTION – LAW & EQUITY

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,

Plaintiff,

vs.

ANTHONY DILULLO,

Defendant.

No. 2005-447-C.D.

Type of Case: CIVIL

Type of Pleading: PRAECIPE  
TO ENTER JUDGMENT

Filed on Behalf of: DEFENDANT

Counsel of Record:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE  
SUITE 6  
DUBOIS, PA 15801  
(814) 375-1044

FILED

019:39/601  
AUG 16 2006

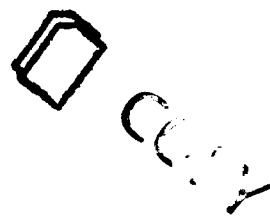
Atty pd. 20.00  
Notice to ~~FILE~~ 2.55

William A. Straw  
Prothonotary/Clerk of Courts  
Statement to  
Atty  
GK

Christopher E. Mohnsey, Esquire  
Counsel for Defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT



Dana Catalone t/d/b/a  
Catalone Construction  
Plaintiff(s)

No.: 2005-00447-CD

Real Debt: \$1,609.69

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Anthony Dilullo  
Defendant(s)

Entry: \$20.00

Instrument: Judgment on Arbitration:  
Judgment in favor of Defendant, Anthony  
Dilullo and against Plaintiff Dana Catalone,  
t/d/b/a Catalone Construction

Date of Entry: August 16, 2006

Expires: August 16, 2011

Certified from the record this 16th day of August, 2006.

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

90 BEAVER DRIVE

SUITE 111B

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

April 11, 2006

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

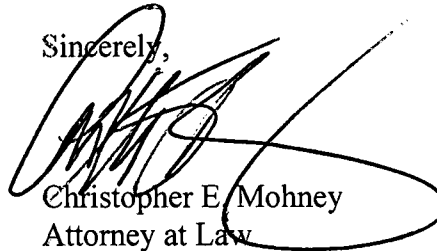
**RE: Dana Catalone, t/d/b/a Catalone Construction vs.  
Anthony Dilullo  
No. 05-447-C.D.**

Dear Mr. Meholick:

Please file the enclosed original Pre-Trial Statement on behalf of Mr. Dilullo in the above-captioned matter. By copy of this letter, I am serving a true and correct copy on opposing counsel and the panel of arbitrators.

Thank you.

Sincerely,



Christopher E. Mohney  
Attorney at Law

CEM:sms

Enclosure

cc: Ross F. Ferraro, Esquire (w/enc.)  
Joseph Colavecchi, Esquire (w/enc.)  
Earle D. Lees, Esquire (w/enc.)  
S. Casey Bowers, Esquire (w/enc.)

RECEIVED

APR 13 2006

COURT ADMINISTRATOR'S  
OFFICE

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

DANA CATALONE, t/d/b/a,  
CATALONE CONSTRUCTION,

Plaintiff,

vs.

ANTHONY DILULLO

Defendant

: NO. 2005-447 C.D.  
:  
:  
:

: Type of Case: CIVIL  
:  
:

: Type of Pleading: PRE-TRIAL  
: STATEMENT  
:  
:

: Filed on Behalf of: ANTHONY DILULLO  
:  
:

: Counsel of Record:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
:

: SUPREME COURT NO. 63494  
:  
:

: 90 BEAVER DRIVE  
: SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

RECEIVED

APR 18 2006

CLERK OF COURT  
OFFICE

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

DANA CATALCNE, t/d/b/a	:	
CATALONE CONSTRUCTION	:	NO. 2005-447 C.D.
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
ANTHONY DILLULO	:	
	:	
Defendant.	:	

**PRE-TRIAL STATEMENT**

AND NOW, comes Defendant ANTHONY DILULLO, by and through his attorney, CHRISTOPHER E. MOHNEY, ESQUIRE, and files the following Pre-Trial Statement pursuant to Clearfield County Local Rule of Court 1306A:

1. Brief Statement of the Case

On or about January 9, 2004, Mr. Dilullo contracted with Mr. Catalano for the construction of a building from which Mr. Dilullo would run his used car sales business. Mr. Catalano alleges that Mr. Dilullo has breached the contract by failed to pay him in full for his work, and Mr. Dilullo alleges that Mr. Dilullo has breached the contract by performing in a poor and unworkmanlike manner. Mr. Catalano alleges that Mr. Dilullo owes him \$8,850.16; Mr Dilullo alleges that because of Mr. Catalano's poor workmanship and/or the need to complete items not completed by Mr. Catalano, he is entitled to damages in the amount of \$10,756.49, together with costs and interest as allowed by law.

2. Citation to Applicable Case or Statute

This is a straight-forward breach of contract case.

3. List of Witnesses

Mr. Dilullo reserves the right to call the following witnesses:

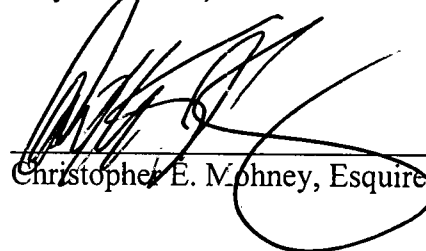
- a. Anthony Dilullo
- b. Leo Klebacha;
- c. Dana Catalone;
- d. Joe Andres;
- e. Jack Michuck;
- f. Christopher Nasuti;
- g. Jack D. Salada.

4. Statement of Damages and copies of Bills Intended to be Offered

Mr. Dilullo alleges that Mr. Catalone is liable for damages in the amount of \$10,756.49, plus interest and costs. The bills that Mr. Dillulo reserves the right to introduce into evidence are attached hereto, they also being provided opposing counsel in accordance with Clearfield County Local Rule 1306 and Pa.R.C.P. 1305(b).

Respectfully submitted,

By:

  
\_\_\_\_\_  
Christopher E. Mohney, Esquire



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

DANA CATALONE, t/d/b/a,  
CATALONE CONSTRUCTION

Plaintiff,

vs.

ANTHONY DILULLO

Defendant.

NO. 2005 - 447 C.D.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 11<sup>th</sup> day of April, 2006 a true and correct copy of  
Defendant ANTHONY DILULLO's Pre-Trial Statement was served upon the following persons:  
by United States First Class Mail, postage prepaid:

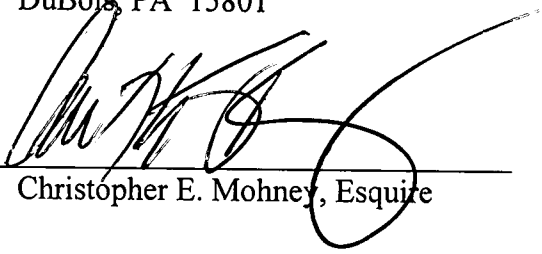
ROSS F. FERRARO, ESQUIRE  
FERRARO, KRUK & FERRARO, LLP  
690 Main Street  
Brockway, PA 15824

JOSEPH COLAVECCHI, ESQUIRE  
COLAVECCHI & COLAVECCHI  
221 E. Market Street  
P.O. Box 131  
Clearfield, PA 16830

EARLE D. LEES, ESQUIRE  
109 N. Brady Street  
P.O. Box 685  
DuBois, PA 15801

S. CASEY BOWERS, ESQUIRE  
HANAK GUIDO & TALADAY  
498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

By:

  
Christopher E. Mohney, Esquire

010609

#1

**JACK D. SALADA PLUMBING & HEATING**

221 Midway Drive  
DUBOIS, PA 15801  
(814) 371-2270

Deid  
1-26-05  
Jackie

Customer's Order No.		Date		12-29-2004			
Name		Hilullo Auto Sales					
Address		13633 Bennetts Valley Highway Penfield, Pa. 15849					
Phone:							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACC.	MUST REFID	PAID OUT	LAYAWAY
QUAN	DESCRIPTION	PRICE	AMOUNT				
2	thermostats		61.54				
32'	thermostat wire		3.52				
10'	1/2 cpcu pipe		5.10				
1	1/2 cpcu x mip adapter		.26				
7	1/2 cpcu ells		1.19				
2	1/2 cpcu tees		.52				
2	1/2 cpcu ball valves		12.32				
1	1/2 cpcu cap		.36				
2	1/2 cpcu street ells		.54				
3	3/4 cpcu x fip adapter		3.33				
3	3/4 x 1/2 cpcu bushings		1.08				
1	3/4" sch 40 fip adapter		1.11				
59'	3/4" M. copper pipe		61.36				
12'	1" "		19.44				
Balance carried forward			171.67				
Received By		TAX					
		TOTAL					

GS-651-3  
PRINTED IN U.S.A.

Thank You

010610

#2

**JACK D. SALADA PLUMBING & HEATING**

221 Midway Drive  
DUBOIS, PA 15801  
(814) 371-2270

Customer's Order No.		Date		12-29-2004	
Name		Dilullo Auto Sales			
Address					
Phone:					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	PAID OUT
					176.67
QUAN	DESCRIPTION	PRICE	AMOUNT		
8'	1/2" M copper pipe		6.40		
1	75 gallon gas water heater		682.51		
1	6 gallon electric water heater		205.61		
1	4" galvanized ell		2.52		
4 ft.	4" pipe		11.52		
24	sheet metal screws		72		
2'	2 strap		1.10		
1	relief valve		44.62		
1	3/4 x 3 black nipple		67		
1	1 x 3/4 copper tee		4.50		
1	3/4 x 1/2 copper reducer		1.06		
1	1/2 copper x 1/4 fip adapter		1.72		
1	1/4 5 x P gauge		29.70		
3	1" galv. pipe clamps		39		
	Balance carried forward		1164.71		
Received By		TAX			
		TOTAL			

Thank You

010611

#3

**JACK D. SALADA PLUMBING & HEATING**

221 Midway Drive  
DUBOIS, PA 15801  
(814) 371-2270

Customer's Order No.		Date		12-29 2004	
Name		Dilullo Auto Sales			
Address					
Phone:					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MISC. RETD.
					PAID OUT
					1164.71
QUAN.	DESCRIPTION	PRICE	AMOUNT		
1	2" pvc ell		86		
1	2 x 1 1/2 pvc bushing		62		
1	1 1/2 mvccl adapter		82		
1	1 1/4 plastic fitting		4.55		
4	1" copper x mvc adapter		10.88		
1	1 x 1 1/2 copper tee		4.50		
1	1 1/4 copper stud ell		2.24		
10	1 x 3/4 copper tees		45.00		
6	3/4 copper ells		55.2		
1	1/2 copper ell		44		
1	1/2 copper x mvc adapter		68		
5	1" copper ells		83.0		
1	1 x 3/4 copper ell		4.01		
14	3/4 copper ball valves		111.44		
Balance carried forward			1364.57		
All claims and returns must be accompanied by this order.			TAX		
Received By			TOTAL		

010612

#4

**JACK D. SALADA PLUMBING & HEATING**

221 Midway Drive  
DUBOIS, PA 15801  
(814) 371-2270

Customer's Order No.		Date		12-29 2004	
Name		Dilullo Auto Sales			

Address

Phone:

SOLD BY

CASH

C.O.D.

CHARGE

ON ACCT.

MDSF. RFTD

PAID OUT

136457

QUAN

DESCRIPTION

PRICE

AMOUNT

14 3/4 copper couplings

8 57

1 4" metalbestos cap

10 40

1 4" metalbestos ell

17 18

2 4" storm collars

4 24

2 1/2 boiler drains

8 80

3 3/4 copper tees

4 71

1 pair 3/4 copper isolation flanges

27 96

1 pair 1" " "

33 54

2 circulators

173 58

1 1" air purges

14 38

1 auto air vent

6 74

1 Exhaust Tank

47 24

1 1/2 reducing valve

44 18

21 3/4 copper clamps

18 90

Balance carried forward

1784 96

Received  
By

TAX

TOTAL

GS-651-3  
PRINTED IN U.S.A.

Thank You

010613

## JACK D. SALADA PLUMBING &amp; HEATING

221 Midway Drive  
DUBOIS, PA 15801  
(814) 371-2270

Customer's Order No.		Date		12-29 2004	
Name		Dilullo Auto Sales			
Address					
Phone:					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MUSE RETD.
					PAID OUT
					1784.96
QUAN.	DESCRIPTION	PRICE	AMOUNT		
40	screw anchors		10	80	
2	relays		134	72	
14	3/4 copper pet adapters		16	80	
3'	4" metalbestos pipe		15	29	
18"	4" "		8	68	
3	3/4 copper street ell		3	66	
2	3/4 cop. x 1/2 fip tee		9	42	
2	3/4 " x mup adapters		2	24	
1	1 x 3/4 black ell		1	86	
3	3/4 black ell		3	24	
1	3/4 x 1/2 black street ell		1	40	
1	3/4 black union		3	57	
1	3/4 gpe ball valve		6	51	
1	3/4 x 3/2 black nipple			71	
	Balance carried forward		2003	86	
Received By		TAX			
		TOTAL			

GS-651-3  
PRINTED IN U.S.A.

Thank You

010214

## JACK D. SALADA PLUMBING &amp; HEATING

221 Midway Drive  
DUBOIS, PA 15801  
(814) 371-2270

Customer's Order No.		Date		12-29		2004	
Name		Dilullo Auto Sales					
Address							
Phone:							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE RETD	PAID OUT	TOTAL
							2003.86
QUAN.	DESCRIPTION					PRICE	AMOUNT
1	3/4 x 3 black nipple						67
1	3/4 x 2 1/2 "						64
3'4"	3/4 black pipe						539
	Plumbing - Testing Service						1590.00
Received By						TAX	120.64
						TOTAL	3721.20

GS-6513  
PRINTED IN U.S.A.

Thank You

# Electric

FROM JACK MICHUCK

140 HORSESHOE DR.

PENFIELD, PA. 15849

DATE

12-18-04

TO DILUKKO AUTO SALES

CUSTOMER'S ORDER NO.

ADDRESS

PENFIELD, PA.

TERMS

CITY

STATE

ZIP

INSPECTION →

MATERIAL.

LABOR (31.00)

60 00

25 00

496 00

TOTAL

581 00

PAID  
✓

# 1036

12-18-04

Wilson Jones • MADE IN U.S.A.  
S1647 • © Wilson Jones, 1981

\$ 581.<sup>00</sup> / \$ 31.<sup>02</sup> mat. Enclosed.

\$ 612.<sup>02</sup>



# ELECTRIC

- 1.) Replace LIGHT ABOVE Desk
- 2.) Repair LIGHT & Recp. In FURNACE Room
- 3.) WIRE BATHROOM LIGHT
- 4.) Repair 3 way switch & connection In GARAGE
- 5.) Install Junction Box In Attic / Re wire.
- 6.) Repair MAIN Switches AT Entrance
- 7.) TRACE WIRES IN Attic, / Recp. covered In GARAGE wall.

# ELECTRIC MATERIALS

## Tri County Elec.

1. ② 4" SQ BOXES = \$2.<sup>00</sup>
  2. ③ 4" SQ BLANKS = \$1.<sup>00</sup>
  3. ② BLANK COVERS = .50¢
  4. 1/2" CONNECTORS = .60¢
- 
- \$4.<sup>10</sup> TOTAL

## LOWES

- 1.) 25' 12/3 WIRE = \$12.<sup>95</sup>
  - 2.) ① 3 WAY SWITCH = \$3.<sup>97</sup>
  - 3.) 25' 12/2 WIRE = \$10.<sup>00</sup>
- 
- \$26.<sup>92</sup> TOTAL

\$31.<sup>02</sup>

\$31.<sup>02</sup>

On Behalf of \_\_\_\_\_

551919

Elect

**-SALE-**

\_\_\_\_\_

RECEIPT REQUIRED FOR CASH REFUND.  
CHECK PURCHASE REFUNDS REQUIRE  
15 DAY WAIT PERIOD FOR CASH BACK.

SSZR130A

LOWE'S COMPANIES, INC.  
DUF 1010  
PROJECT ESTIMATE PANELING

PAGE: 1

CONTACT: DILULLO, TONY  
CUST #: 26364542

SALESMAN: HAROLD BELL  
SALESMAN #: 114375

PROJECT NUMBER: 12141

DATE ESTIMATED: 01/18/05

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
20	29469	3/16" READY TO PAINT BEADED...	30 630369	319.60
TOTAL FOR ITEMS				0.00
FREIGHT CHARGES				0.00
DELIVERY CHARGES				0.00
TAX AMOUNT				19.18
TOTAL ESTIMATE				\$338.78

THIS ESTIMATE IS VALID UNTIL

2/28  
MANAGER SIGNATURE

2/28  
DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.

THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

Thanks,

Harry

*New replacement  
wainscot coating*

NO 1124/66  
DATE  
YOUR  
DEERING  
TYPE  
DRUSH NO

**SOLD TO:**

SHIP TO:

DIKULLO AUTO SALES  
Pensacola, PA.

FOR	TERMS	DATE SHIPPED	SHIPPED VIA	SALESMAN	PRICE	PER	AMOUNT
ORDERED	SHIPPED	DESCRIPTION					
		INTERIOR TRIM & DOORS					
		INCLUDE 4 FT WALLS					
		EXCLUDE FRONT DOOR &					
		INSIDE DR H <sub>2</sub> O TANK ROOM.					
		LABOR \$260/CST					
		2 CURTAINS @			\$520.00		
		PAINT @ COST APPROX 65					

**TOPS** FORM 3813  
MADE IN U.S.A.

**ORIGINAL**

Winkler Painting

(814) 787-4575

INVOICE

NO. 10714104  
DATE 10/14/04  
YOUR ORDER NO.  
BILL ORDER NO.

SOLD TO: PAINTING / SALES  
OFFICE

SHIP TO: DILUKO AUTO SALES  
PENELOPE, PA.

FOR TERMS DATE SHIPPED SHIPPED VIA SALESMAN

ORDERED	SHIPPED	DESCRIPTION	PRICE	PER	AMOUNT
		1 GAL PPS CLASSIC			29.99
		1 GAL PRIMER			27.99
		100% JET WINNER			4.20
		100% JET WINNER			22.19
		TAX			3.73
		PPS PRIMER			40.00
		100% SPRAYER CHARGE			25.00
		TOTAL BILL			130.91

ORIGINAL

→ Painting original water coating

## \* Cost To Repair Mold Problem

\$ 5300.<sup>00</sup> as Req By ENGINEERS

Cost To Repair TRIM FOR DOORS & WINDOWS

\$ 600.<sup>00</sup>

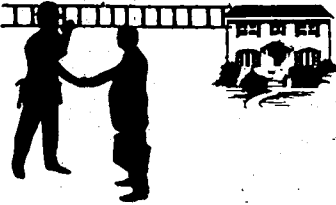
TOTAL = \$ 5900.<sup>00</sup>

## \* MATERIAL DAMAGED DUE TO MOLD

PAID FOR BY DiLullo AUTO SALES DIRECTLY (NOT IN EST.)

23	Pieces	1 1/2" PLY BRAD NAILS COAT	@ 9.50 EACH	= \$ 218.50
23	Sheets	WALL BOARD	@ 21. <sup>00</sup> EACH	= \$ 483. <sup>00</sup>
11	Sheets	7/16 OSB <u>IN GARAGE</u>	@ 11. <sup>99</sup> EACH	= \$ 131. <sup>89</sup>

TOTAL = \$ 833.<sup>39</sup>  
OF DAMAGED MATERIAL



## Reliable Construction Building and Remodeling Services, LLC.

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

1789

PROPOSAL SUBMITTED TO (OWNER) <i>Tony Di Lullo</i>		PHONE <i>637-5638</i>	DATE <i>11/11/05</i>
STREET <i>13633 Bennetts Valley</i>		JOB NUMBER <i>Di Lullo - 001</i>	
CITY, STATE and ZIP CODE <i>Penfield Pa</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- 1) Install white Trim around front door.
- 2) Trim around (2) side windows next to front door to cover screws exposed
- 3) Fix gaps in existing trim around windows.

Labor	400.00
Materials	200.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

*Six Hundred and 00/100* dollars (\$ *600.00* ).

Payment to be made as follows:

All materials guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over or above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully insured. If any action at law or in equity is brought to enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available. If any payment due under the terms of this agreement is not paid within ten (10) days as specified above, Reliable Construction Builders and Remodelers, LLC reserves the right to assess late fees to the Owner in the amount of 1.5% of the amount due per month.

Authorized  
Signature

*Joseph W. Cendrea*

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

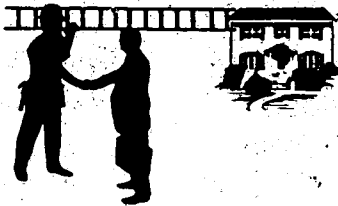
**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_





## Reliable Construction Building and Remodeling Services, LLC.

153 Treasure Lake  
DuBois, PA 15801  
814-371-7010

1791

PROPOSAL SUBMITTED TO (OWNER) <i>Tony DeBulla</i>		PHONE <i>637-5038</i>	DATE <i>1/10/05</i>
STREET <i>13633 Bennetts Valley</i>		JOB NUMBER <i>DeBulla-001</i>	
CITY, STATE and ZIP CODE <i>Pennfield Pa 15849</i>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

- 1) Cut out inside wall of outside walls of building.
- 2) Install 2x4 walls 3 high with insulation and vapor barrier in office area 36'w x 18' area w/drywall.
- 3) In garage area on outside wall remove FRP material install vapor barrier insulation board furring strips and reinstall FRP.
- 4) Install (2) Posts supplied by owner on front overhang
- 5) Remove 1"x6" fascia fascia board, replace with pressure treated lumber fascia on (2) 8'x10' door.
- 6) Install core base trim in original office
- 7) Install paneling on 2x4 walls in office
- 8) Build 2x4 knee wall in entire left office 15'x12' area

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

*Fifty Three Hundred and 00/100* dollars (\$ *5300.00*)

Payment to be made as follows:

*50% down 25% upon half completion and 25% upon completion*

All materials guaranteed to be as specified, all work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over or above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully insured. If any action at law or in equity is brought to enforce to interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available. If any payment due under the terms of this agreement is not paid within ten (10) days as specified above, Reliable Construction Builders and Remodelers, LLC, reserves the right to assess late fees to the Owner in the amount of 1.5% of the amount due per month.

Authorized Signature

*Joseph W. Andries*

Note: This proposal may be withdrawn by us if not accepted within *10* days

**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

*1/10/05*

Signature

*[Signature]*

Signature

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA, CIVIL DIV.

DANA CATALONE, t/d/b/a,  
CATALONE CONSTRUCTION,

Plaintiff,

vs.

ANTHONY DILULLO,

Defendant.

PRE-TRIAL STATEMENT

LAW OFFICES

**CHRISTOPHER E. MOHNEY**

90 BEAVER DRIVE - SUITE 111B  
DUBOIS, PA 15801  
(814) 375-1044

**FERRARO, KRUK & FERRARO, LLP**  
**ATTORNEYS AT LAW**

**R. EDWARD FERRARO**  
**GREGORY M. KRUK**  
**ROSS F. FERRARO**

690 MAIN STREET  
BROCKWAY, PENNSYLVANIA 15824

April 12, 2006

Phone: (814) 268-2202  
Fax: (814) 265-8740

David Meholick, Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Ste. 228  
Clearfield, PA 16830

In re: **Catalone v. Dilullo**  
**No. 2005 – 447 – C.D. (Clearfield County)**

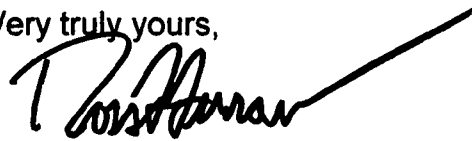
Dear Dave:

Enclosed herein is the original of the Pre-Trial Memorandum, which we ask that you accept for filing pursuant to Local Rules of Court. This matter is scheduled for an Arbitration in Conference/Hearing Room No. 3 on Tuesday, April 25, 2006 at 9:00 a.m., so we would appreciate your having this available for the Board of Arbitrators on that date.

I am also sending a copy of our Pre-Trial Statement to Attorney Chris Mohney, who represents Anthony Dilullo, as well as sending a copy to the Board of Arbitrators.

Thank you for your attention and assistance. If you have any questions or anything further is needed prior to the Arbitration Hearing, please contact me here at our Brockway office.

Very truly yours,



Ross F. Ferraro

RFF/vam  
Enclosure

cc: Christopher Mohney, Esq.  
Joseph Colavecchi, Chairman  
Earle D. Lees, Jr., Esq.  
S. Casey Bowers, Esq.  
Dana Catalone

RECEIVED

APR 11 2006

OFFICE

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

**DANA CATALONE, t/d/b/a**  
**CATALONE CONSTRUCTION,**  
Plaintiff

v.

**ANTHONY DILULLO,**  
Defendant

No. 2005-447-C.D.

Type of Case: CIVIL – Law & Equity  
Arbitration

Type of Pleading:  
**PRETRIAL STATEMENT**

Filed on Behalf of: Plaintiff,  
Dana Catalone, t/d/b/a Catalone  
Construction

Counsel of Record for Plaintiff:  
**ROSS F. FERRARO, ESQUIRE**  
Supreme Court No. 79218

FERRARO, KRUK & FERRARO, LLP  
690 Main Street  
Brockway, PA 15824  
Ph: (814) 268-2202  
Fax: (814) 265-8740

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

**DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION,**  
Plaintiff

v.

**ANTHONY DILULLO,**  
Defendant

No. 2005-447-C.D.

**PRETRIAL STATEMENT**

**AND NOW**, comes the Plaintiff, **DANA CATALONE, t/d/b/a CATALONE CONSTRUCTION**, by and through his Attorneys, **FERRARO, KRUK & FERRARO, LLP**, and files the within Pretrial Statement of which the following is a concise statement:

**I. NARRATIVE STATEMENT OF FACTS**

The Plaintiff filed the within Action in the Clearfield County Court of Common Pleas, after an appeal that had been filed by the Defendant to the Judgment that was made in favor of Plaintiff Catalone by District Judge Patrick Ford. As a result of the appeal having been filed by Defendant, the Plaintiff filed a Complaint on April 18, 2005 with the Clearfield County Court of Common Pleas.

The Defendant then filed an Answer, New Matter and Counterclaim on May 31, 2005 raising his claim. The Plaintiff then filed an Answer to Defendant's New Matter and Counterclaim, denying the Defendant's Counterclaim and New Matter, which was filed of record on June 16, 2005. All pleadings are complete.

The Plaintiff has brought the within action against the Defendant for breach of contract damages as a result of the failure of the Defendant to pay Plaintiff for

the construction work that was done on a building for the Defendant back in 2004. There was an original contract entered into by the parties for work and materials that were provided by Plaintiff for an original contract price of \$36,500.00, with all of the said work having been completed in a workmanlike manner by Plaintiff. While the Plaintiff was working on the construction of the Defendant's building, the Defendant also asked the Plaintiff to do some additional work that was not provided for in the original contract, and the Plaintiff did this extra work on behalf of Defendant, for which the Plaintiff charged an additional \$3,700.00 to Defendant, thus bringing the total charges for Plaintiff's work, material and services to a total of \$40,200.00.

The Plaintiff filed the within lawsuit for the total balance due from Defendant, being \$8,700.00 plus interest. (This included the balance of the original contract owed in the amount of \$5,000.00 and also the additional \$3,700.00 for the extra work and labor provided, for which Plaintiff is entitled to full compensation.)

It should be noted that after the Plaintiff had completed a majority of the work on the building, there was a major flood in the Weedville, Pennsylvania area in September 2004, and approximately six (6) inches of water flooded the building, and as a result, there were some moisture and mold problems that developed on the building floor and walls, after which it was agreed by the Defendant that Plaintiff finish the final walls and trim work. The Plaintiff was finishing the final work in October and November 2004, and then in December 2004, while the Plaintiff was still working on finishing the final electrical work, outlets and phone lines, the Defendant informed the Plaintiff that he was not allowed in the building to finish the work, and the Defendant chose to hire someone else to complete a couple of electrical items. The Plaintiff is still to this day owed the \$8,700.00 balance from Defendant.

The Plaintiff has brought this action as a breach of contract claim for damages, and in the alternative, in the Second Count, the Plaintiff claims that he is entitled to the full \$8,700.00 under the Theory of Unjust Enrichment.

The Defendant filed an Answer, New Matter and Counterclaim, in which the Defendant claims that the Plaintiff's work was not done in a proper workman-like manner and the Defendant also claims that the Plaintiff failed to install proper insulation, fiberglass and vinyl for the walls, as well as some trim work. The Defendant avers that the Plaintiff never completed construction of his building and claims that the Plaintiff failed to complete all of the electrical work and telephone jacks, as well as some trim and finish work. Defendant claims that he has had to pay other contractors \$10,756.00 to remedy breaches in the contract and work by Plaintiff. It is interesting to note that in reviewing some of the claims by Defendant, he is actually trying to make claims for plumbing and heating work that was done by the heating and plumbing contractor, which was not even the responsibility of Plaintiff. Thus, the Plaintiff denies all of the claims set forth in Defendant's New Matter and Counterclaim, and it is the Plaintiff's position that he did perform all the work required by the two contracts between the parties, and for which the Plaintiff is entitled to the \$8,700.00 claim.

All Discovery has been completed between the parties, and this matter is now ripe for a Hearing and Trial before the Board of Arbitration.

## **II. UNUSUAL QUESTIONS OF LAW**

There are no unusual questions of law to the best of Plaintiffs' knowledge.

## **III. WITNESSES (L=Liability; D=Damages)**

- (A) Dana Catalone, 16859 Bennetts Valley Hwy., Weedville, PA (15868) – L&D
- (B) Matthew Catalone, 16859 Bennetts Valley Hwy., Weedville, PA (15688) – L&D
- (C) Byron Gontarro, Byrnedale Hill, Route 255, Weedville, PA – L&D

- (D) Keith Romanic, (3682 Gardner Hill Rd., Weedville, PA (15868) – L&D
- (E) Anthony DiLullo, 13633 Bennetts Valley Hwy., Penfield, PA (15849) – L&D
- (F) Chris Nasuti, DuBois, PA – L&D
- (G) Jack Michuck, 140 Horseshoe Drive, Penfield, PA 15849 – L&D
- (H) Joseph Andres, 153 Treasure Lake, DuBois, PA 15801 – L&D
- (I) Jack Salada, 221 Midway Drive, DuBois, PA 15801 – L&D
- (J) Plaintiff reserves the right to call other witnesses not listed herein, with reasonable notice to Defendant prior to Trial.

**IV. LEGAL THEORY**

- (A) Breach of contract claim under General Contract Law.
- (B) Damages and other relief under the Doctrine of Unjust Enrichment.

**V. DAMAGES**

- (A) \$8,700.00 plus interest and costs.
- (B) Other damages or costs deemed appropriate by the Court.

**VI. EXHIBITS - (Attached Hereto)**

- (A) Original Contract dated 1-9-04.
- (B) Final Bill for \$8,700.00 for balance due on the Original Contract and extra work requested by Defendant.
- (C) First Commonwealth – Credit Draw Request of 4/26/04.
- (D) First Commonwealth – Credit Draw Request of 5/21/04.
- (E) First Commonwealth – Credit Draw Request of 6/3/04
- (F) First Commonwealth – Credit Draw Request of 8/31/04
- (G) Photographs

**VII. EXTRAORDINARY EVIDENTIARY PROBLEMS**

There are no extraordinary evidentiary problems to the best of Plaintiffs' knowledge.



**VIII. STIPULATIONS**

None at the present time.

**IX. SPECIAL POINTS FOR CHARGE**

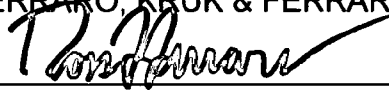
The Plaintiffs do not anticipate any special points for charge, as this matter is requested to be heard by the Board of Arbitration.

**X. ESTIMATED TIME FOR TRIAL**

One (1) Day.

Date: 4/12/06

Respectfully submitted,  
FERRARO, KRUK & FERRARO, LLP

  
\_\_\_\_\_  
Ross F. Ferraro, Esquire  
Attorney for Plaintiff, Dana Catalone,  
t/d/b/a Catalone Construction

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

**DANA CATALONE, t/d/b/a**  
**CATALONE CONSTRUCTION.**  
Plaintiff

v.

**ANTHONY DILULLO,**  
Defendant

No. 2005–447–C.D.

**CERTIFICATE OF SERVICE**

I, **ROSS F. FERRARO, ESQUIRE**, Attorney for Plaintiff, do hereby certify that on this day, I caused to be served by First Class U.S. Mail, postage prepaid, a true and correct copy of the within Pretrial Statement on Christopher E. Mohny, Attorney for Defendant, and the three (3) Arbitrators, as follows:

Christopher E. Mohny, Esquire  
90 Beaver Drive, Suite 111B  
DuBois, PA 15801

Earle D. Lees, Jr., Esquire  
109 N. Brady Street  
DuBois, PA 15801

Joseph Colavecchi, Esquire  
Colavecchi & Colavecchi  
221 E. Market Street  
P.O. Box 131  
Clearfield, PA 16830


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

Date: \_\_\_\_\_

4/12/06

FERRARO, KRUK & FERRARO, LLP

BY: \_\_\_\_\_

  
Ross F. Ferraro, Esquire  
Attorney for Plaintiff, Dana Catalone,  
t/d/b/a Catalone Construction

# Proposal

## Concrete Construction

111 S. 3rd St. 323V

Philadelphia, PA 19106

Phone 215-595-0852

Date

Project Located At

Work To Be Performed At

Name Anthony DeLillo  
13633 Bennetts Valley Hwy.  
Perfield State PA  
(814) 637-5038

Address 13633 Bennetts Valley Hwy.  
Perfield State PA  
1-9-04

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

FOOTER (7" THICK) (24" WIDE) (WITH 1/2" REBAR)  
 BLOCK 7 COURSES  
 FLOOR 5" OF 4000 PSI CONCRETE AND WIRE MESH  
 WALLS 2x6 (7/8 OSB ON CORNERS) COLLECT ON REMAINDER OF WALLS  
 TRUSSES 5-12 PITCH ON (24" CENTERS) WITH (5/8 OSB SHEETING)  
 SHINGLES 25 YEAR 3 TAB  
 GARAGE DOORS (2) (10' WIDE 8' HIGH)  
 WINDOWS 4 (6'x4') 2 (4'x4')  
 DOOR 1 (6" DOUBLE FRONT DOOR)  
 SOFFIT AND FASCIA  
 SIDING (55 PER SQ)  
 BRICK 4 FOOT HIGH BAND - AROUND BRICK

Dollars (\$ SECOND PAGE)

### 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.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

## Catalone Construction

R.R. 2 Box 323V  
Woodville, PA 15868  
(814) 787-8852

Date

Proposal Submitted To

Work To Be Performed At

Name Anthony DiLullo  
Address 13633 Bennett Valley Hwy.  
City Penfield State PA  
Telephone (814) 637-5038

Address 13633 Bennett Valley Hwy.  
City Penfield State PA  
Date of Plans 1-9-04

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

ELECTRICAL INCLUDES MATERIAL AND LABOR (MAIN INTER)  
SALLS OFFICE (8 PLUGS, 2 PHONE JACKS) (WIRING FOR 6 LIGHTS)  
PRIVATE OFFICE (4 PLUGS, 2 PHONE JACKS) (WIRING FOR 2 LIGHTS)  
BATH ROOM (1 GFI PLUG) (WIRING VANITY 1 CEILING LIGHT)  
PURNACE ROOM (1 GFI PLUG) (WIRING 1 CEILING LIGHT)  
WASH. BAY (8 PLUGS) (WIRING FOR 8 LIGHTS)  
(PRICE DOES NOT INCLUDE LIGHT FIXTURES JUST WIRING)  
(PRICE DOES INCLUDE PLUGS PHONE JACKS COVERS) (BOXES)  
(ALL MATERIAL FOR MAIN INTER.)  
INTERIOR WALLS (224) (1/2 DRY WALL) (TRIM DOORS AND WINDOWS)  
INSULATION (6 INCH IN WALLS AND CEILING) (INSULATE WASH BAY)  
NO MATERIAL OR LABOR IS ADDED FOR FINISHING WASH BAY  
(WALL)  
(EXCAVATION NOT INCLUDED)

Dollars \$ 36,500 )

### 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.

7581

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

## Catalone Construction

R.R. 2 Box 323V  
Weedville, PA 15868  
(814) 787-8852

Date:

NOV 14 - 84

Proposal Submitted To:

Work To Be Performed At:

Name ANTHONY DILULLO

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

City PENFIELD PA State \_\_\_\_\_

Date of Plans \_\_\_\_\_

Telephone 637-5038

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

FINAL BILL FOR LABOR AND MATERIAL  
FOR THIS JOB

Dollars (\$ 8700 )

### 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.

Signature [Signature]

Date \_\_\_\_\_

Signature \_\_\_\_\_



# FIRST Commonwealth

Banking  
Insurance  
Trust  
Financial Management  
Investments

## COMMERCIAL LINE OF CREDIT DRAW REQUEST

Region Name NORTHERN Office Name DOWNTOWN DUBOIS Cost Center# 0031

CUSTOMER NAME ANTHONY N. DILULLO

LOAN ACCOUNT CUSTOMER NO. 9161568963 NOTE NO. 89001 Sequence No. 001

EXPIRATION DATE OF LINE \_\_\_\_\_ AMT AVAILABLE \$ 51,711.77

DATE DISBURSEMENT TO BE MADE: 04/26/04

DISBURSE AS FOLLOWS:

AMOUNT

DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

☒ CHECK PAYABLE TO CATALONE CONSTRUCTION \$ 5,425.06  
CK# 989066

☒ CHECK PAYABLE TO CATALONE CONSTRUCTION \$ 2,500.00  
CK# 989067

WIRE TRANSFER INSTRUCTIONS ATTACHED \$ \_\_\_\_\_

(WIRE TRANSFER REQUEST PM 4060 FORM B)

FEES TO BE PAID FROM PROCEEDS: \_\_\_\_\_

OTHER INSTRUCTIONS (BE SPECIFIC) \_\_\_\_\_

BANK REQUESTING SIGNATURE & PHONE #

DATE

BANK AUTHORIZED SIGNATURE  
(LEO J. KLEBACHA, AVP)

DATE

FC+B PROCESSOR'S INITIALS

DATE

\*IF PROCEEDS ARE TO BE DISBURSED VIA CHECK AT OFFICE, CALL AHEAD TO KELLY FRY @724-463-6818 OR DONNA HELMAN @724-463-2436 OR JON SHINER @ 724-463-2418 FOR INSTRUCTIONS.

ATTN: DIANE OR LEO

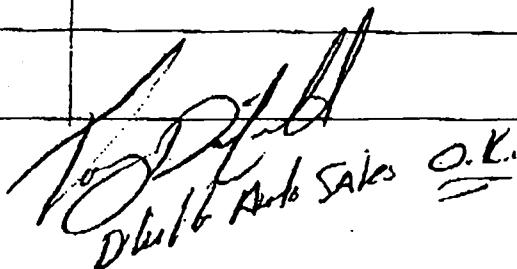
The Following are materials for job  
that are being delivered this week.

Thanks,

Tony Dilullo

PARTIAL DRAW #1 \$5,425.06

PARTIAL DRAW #2 \$2,500.<sup>00</sup>  
(LABOR)





SSZR130A

LOWE'S COMPANIES, INC.

PAGE: 1

DUP 1010

PROJECT ESTIMATE DILULLO JOB

CONTACT: CATALONE, DANA  
CUST #: 23989929SALESMAN: HAROLD BELL  
SALESMAN #: 114375

PROJECT NUMBER: 33512

DATE ESTIMATED: 04/26/04

QTY	ITEM #	ITEM DESCRIPTION	VEND PART #	PRICE
2	193658	10x8 9100 WHT WND TOP RP	A912111080	1,296.40
17	88917	TRUSSES 5/12 PITCH 1'OH		1,853.00

TOTAL FOR ITEMS	0.00
FREIGHT CHARGES	0.00
DELIVERY CHARGES	0.00
TAX AMOUNT	188.97
TOTAL ESTIMATE	\$3,338.37

THIS ESTIMATE IS VALID UNTIL

7/8  
MANAGER SIGNATURE5/15  
DATE

THIS ESTIMATE IS NOT VALID WITHOUT MANAGER'S SIGNATURE.

THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWES CREDIT DEPARTMENT.

LOWES IS A SUPPLIER OF MATERIALS ONLY. LOWES DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWES DOES NOT ASSUME ANY RESPONSIBILITY FOR DESIGN, ENGINEERING, OR CONSTRUCTION; FOR THE SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE; FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.

*Handwritten signature: Tony D. Bell*  
*(Dilullo Auto Sales)* o.k.



R.D. #2, Johnsonburg Road • Ridgway, PA 15853 • Phone (814) 776-1437

Locally Owned & Operated

NO 35135

Date	4-22-04	Order		Driver	TOM
Customer	Dana Catalone/Delco Auto Sales				
Address					
Delivery Instructions	Pump Beverage - Denfield, N.Y. to				
ORDER	QTY	TYPE OF MIX	PRICE PER YARD	AMOUNT	
		Gravel			
		Ready Mix			
10 1/4	2.500	Limestone Ready Mix <i>footed</i>	73.75	755.94	
		Pea Gravel Ready Mix			
		Grout			
		Flowable Fill			
Total amount of water added on job					
11:22 AM 12:25 PM 1:35 PM					
Waiting / overtime on mixer					
Delivery charge less than 1 yard / 3 yards					
COMMENTS					
<i>Dana Catalone</i> <i>Delco Auto Sales</i> <i>P.O. # 15</i>					
				Subtotal	755.94
				Sales Tax	45.36
				Total	801.30
WE WILL NOT BE HELD RESPONSIBLE FOR ANY OVER TIME DUE TO LATE DELIVERY, NOR FOR FAILURE TO DELIVER DUE TO BREAKDOWNS, STRIKES, OR SHORTAGES OF CEMENT OR MATERIAL. FREE UNLOADING TIME WILL BE ALLOWED AT THE RATE OF 10 MINUTES PER YARD, TO A MAXIMUM OF 90 MIN.					
CONDITIONS OF DELIVERY: REDMOND'S READY MIX INC. will deliver material only on streets accessible to our equipment. Our prices are based on sidewalk delivery. If delivery beyond property line is desired, any damages to property caused by our equipment are at the expense of the purchaser. Our responsibility ends at the curb. The buyer is to furnish suitable roads on the project. Towing charges are the customer's responsibility. The release is required.					
STAND-BY CONDITION: When trucks are held at work site in excess of free delivery time, the purchaser will be billed for the excess time at damage rate applicable to truck making delivery.					
QUALITY OF CONCRETE: The seller is not responsible for the slump, strength, or quality of any concrete to which additional water or any other additive has been added by purchaser or at his request and pick up or delivery of less than 1 cubic yard. Drivers will make no alterations to the mix without specific signed authorization by purchaser.					
CAUTION: CEMENTS CAN IRRITATE OR BURN EYES: Freshly mixed concrete contains cement and other chemicals that may cause skin injury. Avoid contact where possible and wash exposed skin areas promptly with water. If any concrete gets into the eye, rinse immediately and repeatedly with water for 15 minutes and get prompt medical attention. Keep children away.					
PLEASE DO NOT APPLY GALT TO CONCRETE.					
RELEASE: I, The undersigned in consideration of the gratuitous delivery at my request beyond curb line of material purchased for my account, do hereby release and hold REDMOND'S READY MIX, INC. of all liability from damage as a result of such delivery. I have read and I understand the disclaimer on the reverse side hereof.					
Customers Signature					

P.O. Box 192  
Weedville, PA 15868  
(814) 787-8852

Name	Dilullo Auto SALES	Date	4-26-04
Address	13633 B.V. Hwy. Pottsville PA 17859		
Phone	(610) 637-5038		
Quan.	Materials	Unit Price	Total
	HABER FOR FOOTER BLOCK WORK		
Labor	a <sup>cont.</sup> Wren Carter <i>[Signature]</i> Dillio A.K. (Dilullo Auto Sales)  HOBBS		
Notes:	Tax	Total Cost	2500



1337  
47467  
989065

Registered Non-Negotiable

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

989067

1990

— 10 —

# Non-Negotiable

# 1. Introduction

# THE CHALLENGE



**FIRST  
Commonwealth**

Banking  
Insurance  
Trust  
Financial Management  
Investments

**COMMERCIAL LINE OF CREDIT DRAW REQUEST**

Region Name NORTHERN Office Name DOWNTOWN DUBOIS Cost Center# 0031

CUSTOMER NAME ANTHONY N. DILULLO

LOAN ACCOUNT CUSTOMER NO. 9161568963 NOTE NO. 89001 Sequence No. 001

EXPIRATION DATE OF LINE 10/23/19 AMT AVAILABLE \$ 29,289.21

DATE DISBURSEMENT TO BE MADE: 05/21/04

DISBURSE AS FOLLOWS:

AMOUNT

\_\_\_ DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

☒ CHECK PAYABLE TO: CATA LONE CONSTRUCTION \$ 5,385.00  
CHK #1010705

\_\_\_ CHECK PAYABLE TO: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ WIRE TRANSFER INSTRUCTIONS ATTACHED \$ \_\_\_\_\_

(WIRE TRANSFER REQUEST PM 4060 FORM B)

FEES TO BE PAID FROM PROCEEDS: \_\_\_\_\_

OTHER INSTRUCTIONS (BE SPECIFIC) \_\_\_\_\_

[Signature] 814-371-2345 5/21/04  
BANK REQUESTING SIGNATURE & PHONE # DATE

Leo J. Klebacha 5/21/04  
BANK AUTHORIZED SIGNATURE DATE  
(LEO J. KLEBACHA, AVP)

\_\_\_ DATE  
FC+B PROCESSOR'S INITIALS

\*IF PROCEEDS ARE TO BE DISBURSED VIA CHECK AT OFFICE, CALL AHEAD  
TO KELLY FRY @724-463-6818 OR DONNA HELMAN @724-463-2436 OR  
JON SHINER @ 724-463-2418 FOR INSTRUCTIONS.



**First  
Commonwealth**

Banking  
Insurance  
Trust  
Financial Management  
Investments

**First Commonwealth Bank**  
Central Offices: Indiana, PA 15701-0400

**Official Check**

1010705

605882  
439

Pay to the  
Order of

CATALAN CONSTRUCTION

Date 05/21/04

\$ 5,385.00\*\*

**Five thousand three hundred and eighty five and 00/100ths**

Register copy

Non-Negotiable

*Lee J. Kell...*

Authorized Signature

CL 19161565953-89801 ANTHONY N. DIAMANTO

Remitter FINAL DRAW ON DRAW #1 & #2

⑈ 1010705⑈ ⑆043306826⑆ 00 1990020 8⑈

FINAL FOR

DRAW #1 & 2

**Proposal****Catalone Construction**

R.R. 2 Box 323V  
 Woodville, PA 15848  
 (814) 787-8852

Date:

ATTN-  
 DIANE \*

ATTN  
 LEO

Proposal Submitted To:

Work To Be Performed At:

Name Tony DeLulloAddress SAME ASAddress 13633 Bennett Valley Hwy.

City \_\_\_\_\_ State \_\_\_\_\_

City Richfield State PA

Date of Plans \_\_\_\_\_

Telephone (814) 637-5038

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

First DRAW = 7925. - = 13,115. -  
 Second DRAW = 5190. -

First DRAW on DRAW Sched. = \$8,500. - > \$18,500. -  
 Second DRAW on DRAW Sched. = \$10,000. -

Final DRAW on First & Second DRAW  
 = \$5385.00

Thank you

**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 5-21-04

Signature

Signature

Tony DeLullo

*[Signature]*



**FIRST  
Commonwealth**

Banking  
Insurance  
Trust  
Financial Management  
Investments

**COMMERCIAL LINE OF CREDIT DRAW REQUEST**

Region Name NORTHERN Office Name DOWNTOWN DUBOIS Cost Center# 0031

CUSTOMER NAME ANTHONY N. DILULLO

LOAN ACCOUNT CUSTOMER NO. 9161568963 NOTE NO. 89001 Sequence No. 001

EXPIRATION DATE OF LINE 10/23/19 AMT AVAILABLE \$ 23,904.21

DATE DISBURSEMENT TO BE MADE: 06/03/04

DISBURSE AS FOLLOWS:

AMOUNT

\_\_\_ DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

2 CHECK PAYABLE TO CATALONE CONSTRUCTION \$ 10,000.00 ✓  
DRAW # 3 CHK # 1010747

CHECK PAYABLE TO: \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ WIRE TRANSFER INSTRUCTIONS ATTACHED \$ \_\_\_\_\_  
(WIRE TRANSFER REQUEST PM 4060 FORM B)

FEES TO BE PAID FROM PROCEEDS: \_\_\_\_\_

OTHER INSTRUCTIONS (BE SPECIFIC) \_\_\_\_\_

[Signature] 874-371-2345 6/3/04  
BANK REQUESTING SIGNATURE & PHONE # DATE

Leo J. Klebacha 6/3/04  
BANK AUTHORIZED SIGNATURE DATE  
(LEO J. KLEBACHA, AVP)

FC+B PROCESSOR'S INITIALS DATE

\*IF PROCEEDS ARE TO BE DISBURSED VIA CHECK AT OFFICE, CALL AHEAD  
TO KELLY FRY @724-463-6818 OR DONNA HELMAN @724-463-2436 OR  
JON SHINER @ 724-463-2418 FOR INSTRUCTIONS.



**Proposal****Catalone Construction**

R.R. 2 Box 323V  
Weedville, PA 15868  
(814) 787-8852

Date:

6-3-04

Proposal Submitted To:

Work To Be Performed At:

Name Tony DilulloAddress SAME ASAddress 13633 Bennetts Valley Hwy.

City \_\_\_\_\_ State \_\_\_\_\_

City Perfield State PA

Date of Plans \_\_\_\_\_

Telephone (814) 637-5038

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

LABOR ON 3RD DRAW = \$ 4908.14

This will complete Entire outside of BLDG.

\* Complete Floor 40 & 36 HAS BEEN FINISHED \*

TOTAL FOR MATERIALS = \$ 5091.86

TOTAL FOR LABOR = \$ 4908.14

\$ 10,000

THIRD DRAW ON DRAW Sched. = \$ 10,000.00

Dollars (\$ )

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are accepted.



First  
Commonwealth  
Bank

1010747

First Commonwealth Bank  
1010747

Official Check

1010747

60682  
733



Payable to  
Catalina Construction

Date 06/01/04

1010747

1010747

Register copy Non-Negotiable

CD 19161568963-89001 ANTHONY P. PULITO

CD 19161568963-89001 ANTHONY P. PULITO

*Anthony Pulito*

Authorized Signature

1010747 1010747 1010747 1010747 1010747 1010747 1010747 1010747 1010747 1010747

TOTAL of

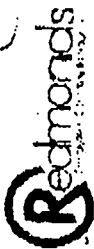
35 DRAW

06/02/04  
\$10,000.00

[illegible][illegible]

(OFFICE SINCE) 2ND HALF OF FLOOR

RD #2, Johnsonburg Road • Ringway • PA 15863 • Phone (814) 775-1437



Locally Owned & Operated

NO 35291

Order	6-2-04	Order	6-2-04
Customer	Dana Catalano		
Address	Bridgford Old Papp's Garage		
Item	Gravel	Ready Mix	
544 yds	4.75	441.33	
	Ready Mix		
	Ready Mix		
	Grout		
	Flowable Fill		
202 - 202-02-02	1.25	11.33	
Total amount for this order 452.66			
10-15	4.75	47.50	
Waiting/over time on mixer			
Delivery charge less than 1 yard/3 pds			

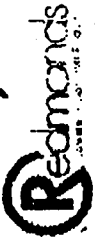
Subtotal	452.66
Sales Tax	22.63
Total	475.29

COMMENTS: Dana Catalano

WE WILL NOT BE HELD RESPONSIBLE FOR ANY OVER TIME DUE TO LATE DELIVERY OR FAILURE TO DELIVER DUE TO UNFURNISHING, STOPPAGE, OR SHORTAGES OF CRUSHED OR MATERIAL. UNLOADING TIME WILL BE ALLOWED AT THE RATE OF 10 MINUTES PER YARD, TO A MAXIMUM OF 90 MIN.

JOB complete 6-2-04

RD #2, Johnsonburg Road • Ringway • PA 15863 • Phone (814) 775-1437



Locally Owned & Operated

NO 35290

Order	6-3-04	Order	6-3-04
Customer	Dana Catalano		
Address	Bridgford Old Papp's Garage		
Item	Gravel	Ready Mix	
60 yds	4.75	441.33	
	Ready Mix		
	Ready Mix		
	Grout		
	Flowable Fill		
202 - 202-02-02	1.25	11.33	
Total amount for this order 452.66			
5-15	4.75	47.50	
Waiting/over time on mixer			
Delivery charge less than 1 yard/3 pds			

Subtotal	472.20
Sales Tax	23.09
Total	500.29

COMMENTS: Dana Catalano

WE WILL NOT BE HELD RESPONSIBLE FOR ANY OVER TIME DUE TO LATE DELIVERY OR FAILURE TO DELIVER DUE TO UNFURNISHING, STOPPAGE, OR SHORTAGES OF CRUSHED OR MATERIAL. UNLOADING TIME WILL BE ALLOWED AT THE RATE OF 10 MINUTES PER YARD, TO A MAXIMUM OF 90 MIN.



# FIRST Commonwealth

Banking  
Insurance  
Trust  
Financial Management  
Investments

## COMMERCIAL LINE OF CREDIT DRAW REQUEST

Region Name NORTHERN Office Name DOWNTOWN DUBOIS Cost Center# 0031

CUSTOMER NAME Anthony N. DiLullo

LOAN ACCOUNT CUSTOMER NO. 9161568963 NOTE NO. 89001 Sequence No. 001

EXPIRATION DATE OF LINE 10/23/19 AMT AVAILABLE \$ 5,334.48

DATE DISBURSEMENT TO BE MADE: today 8/31/04

DISBURSE AS FOLLOWS:

AMOUNT

\_\_\_ DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ DEPOSIT TO ACCOUNT NO. \_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_ CHECK PAYABLE TO\* \_\_\_\_\_ \$ \_\_\_\_\_

☒ CHECK PAYABLE TO\* Catalone Construction ck#1030300 \$ 3,000.00

\_\_\_ WIRE TRANSFER INSTRUCTIONS ATTACHED \$ \_\_\_\_\_

(WIRE TRANSFER REQUEST PM 4060 FORM B)

FEES TO BE PAID FROM PROCEEDS: \_\_\_\_\_

OTHER INSTRUCTIONS (BE SPECIFIC) \_\_\_\_\_

Lathy Luntz (814) 371-2345  
BANK REQUESTING SIGNATURE & PHONE #

8-31-04  
DATE

Leo J. Klebarcha  
BANK AUTHORIZED SIGNATURE  
(LEO J. KLEBACHA, AVP)

8-31-04  
DATE

FC+B PROCESSOR'S INITIALS \_\_\_\_\_

DATE \_\_\_\_\_

\*IF PROCEEDS ARE TO BE DISBURSED VIA CHECK AT OFFICE, CALL AHEAD  
TO KELLY FRY @724-463-6818 OR DONNA HELMAN @724-463-2436 OR  
JON SHINER @ 724-463-2418 FOR INSTRUCTIONS.

**Proposal****Catalone Construction**

R.R. 2 Box 323V  
Weedville, PA 15868  
(814) 787-8852

Date:

8-6-04

Proposal Submitted To:

Work To Be Performed At:

Name Dilullo Auto SALES  
Address 13633 B.V. Hwy  
City Pennfield State PA  
Telephone (814) 637-5038

Address 13633 B.V. Hwy  
City Pennfield State PA  
Date of Plans \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

BILL FOR LABOR

Put up \*Sheeting in GARAGE \* 42 sheets OSB  
\*Sheeting on Ceiling \* 45 sheets OSB  
\* Insul. in Ceiling \* 23 rolls R 58  
\* Drop Ceiling in Office \*  
\* Wall Board on Walls \* 34 sheets Wall Board  
\* Stone Work on Front of Bldg. \*

Dollars (\$) 3,000.00**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.

Signature 

Signature \_\_\_\_\_

Date

8-4-04



**FIRST**  
Commonwealth

Banking  
Insurance  
Trust  
Financial Management  
Investments

**First Commonwealth Bank**  
Central Offices: Indiana, PA 15701-0400

**Official Check**

1030300

60-682  
433

This Document Contains a Watermark - Hold At An Angle To View

Pay to the  
Order of

Catalone Construction

Date 08-31-04

\$ 3,000.00

Security features  
included.  
Details on back.

The sum of 3,000 dollars 00 cts

CL # 91615689 63-89001 Anthony N DiLullo  
Remitter

*Les J. Klebarchuk A.D.*  
Authorized Signature

⑈ 1030300⑈ ⑆043306826⑆ 0019 900208⑈



**FIRST**  
Commonwealth

Banking  
Insurance  
Trust  
Financial Management  
Investments

**First Commonwealth Bank**  
Central Offices: Indiana, PA 15701-0400

**Official Check**

1030299

60-682  
433

This Document Contains a Watermark - Hold At An Angle To View

CHRISTOPHER E. MOHNEY

ATTORNEY AT LAW

90 BEAVER DRIVE

SUITE 111B

DuBOIS, PA 15801

TELEPHONE: (814) 375-1044

FACSIMILE: (814) 375-1088

April 18, 2006

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

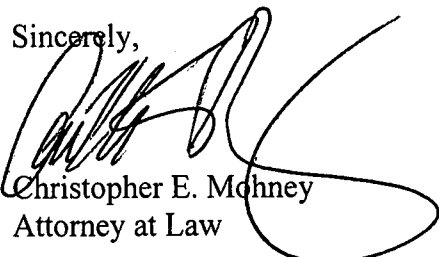
**RE: Dana Catalone, t/d/b/a Catalone Construction vs.  
Anthony Dilullo  
No. 05-447-C.D.**

Dear Mr. Meholick:

Please file the enclosed original Supplemental Pre-Trial Statement on behalf of Mr. Dilullo in the above-captioned matter. By copy of this letter, I am serving a true and correct copy on opposing counsel and the panel of arbitrators.

Thank you.

Sincerely,

  
Christopher E. Mohney  
Attorney at Law

CEM:sms

Enclosure

cc: Ross F. Ferraro, Esquire (w/enc.)  
Joseph Colavecchi, Esquire (w/enc.)  
Earle D. Lees, Esquire (w/enc.)  
S. Casey Bowers, Esquire (w/enc.)

RECEIVED

APR 19 2006

COURT ADMINISTRATOR'S  
OFFICE



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

DANA CATALONE, t/d/b/a,  
CATALONE CONSTRUCTION,

Plaintiff,

vs.

ANTHONY DILULLO

Defendant

: NO. 2005-447 C.D  
:  
:  
:

: Type of Case: CIVIL  
:  
:

: Type of Pleading: SUPPLEMENTAL  
: PRE-TRIAL STATEMENT  
:  
:

: Filed on Behalf of: ANTHONY DILULLO  
:  
:

: Counsel of Record:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:  
:

: SUPREME COURT NO. 63494  
:  
:

: 90 BEAVER DRIVE  
: SUITE 111B  
: DUBOIS, PA 15801  
: (814) 375-1044

03/03/06  
MAR 23  
CLERK OF COURT  
OFFICE

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

DANA CATALONE, t/d/b/a  
CATALONE CONSTRUCTION

Plaintiff,

vs.

ANTHONY DILLULO

Defendant.

:  
:  
:  
:  
:  
:  
:  
:  
:  
:

NO. 2005-447 C.D.

**SUPPLEMENTAL PRE-TRIAL STATEMENT**

AND NOW, comes Defendant ANTHONY DILULLO, by and through his attorney,  
CHRISTOPHER E. MOHNEY, ESQUIRE, and files the following Supplemental Pre-Trial  
Statement pursuant to Clearfield County Local Rule of Court 1306A:

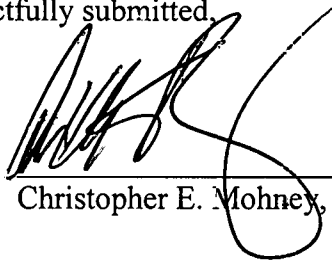
1. List of Witnesses

Mr. Dilullo adds the following potential witness:

- a. Matthew Hasselback

Respectfully submitted,

By:



Christopher E. Mohnney, Esquire

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

DANA CATALONE, t/d/b/a,  
CATALONE CONSTRUCTION

Plaintiff,

vs.

ANTHONY DILULLO

Defendant.

:  
:  
:  
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NO. 2005 - 447 C.D.

**CERTIFICATE OF SERVICE**

I hereby certify that on this 18<sup>th</sup> day of April, 2006 a true and correct copy of Defendant  
ANTHONY DILULLO's Pre-Trial Statement was served upon the following persons by United  
States First Class Mail, postage prepaid:

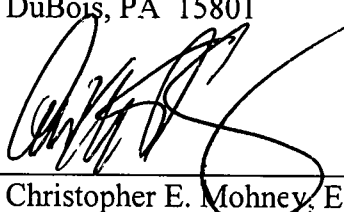
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By: \_\_\_\_\_

  
Christopher E. Mohnhey, Esquire