

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

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

COURT OF COMMON PLEAS

Clearfield

JUDICIAL DISTRICT

46-01

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-447-CO

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	Anthony Diulio			MAG. DIST. NO. OR NAME OF D.J.	46-3-01
ADDRESS OF APPELLANT	13633 Bennett's Valley Highway	CITY	Penfield	STATE	PA
DATE OF JUDGMENT	3/14/05	IN THE CASE OF (Plaintiff)	Dana Catalone t/a Catalone Construction vs. Anthony Diulio (Defendant)		
CLAIM NO.	CV	18-05 (Appeal as to Complaint and Cross-Claim)	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
LT	<i>[Handwritten signature of Anthony Diulio]</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.

Signature of Prothonotary or Deputy

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 filling his NOTICE of APPEAL.

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-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Elton V. McHenry /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

(Signature)
MAR 30 2005

William A. Shaw
Prothonotary/Clerk of Courts

MAILED COPIES TO

MOS- FORD

Ross F. FERRARIO + copy to Anne McHenry

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

[Handwritten signature of William A. Shaw]

Signature of Prothonotary or Deputy

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 _____,

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**

**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 HWY
WEEDVILLE, PA 15868**

Docket No.: **CV-0000018-05**

Date Filed: **1/24/05**

CROSS COMPLAINT **001**



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

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

<input checked="" type="checkbox"/> Judgment was entered for: (Name) CATALONE, DANA		
<input checked="" type="checkbox"/> Judgment was entered against: (Name) DILULLO, ANTHONY		
in the amount of \$.00 on:	(Date of Judgment) 3/14/05	
<input type="checkbox"/> Defendants are jointly and severally liable.	(Date & Time) _____	
<input type="checkbox"/> Damages will be assessed on:		
<input type="checkbox"/> This case dismissed without prejudice.		
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	Amount of Judgment \$.00	
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	Judgment Costs \$.00	
	Interest on Judgment \$.00	
	Attorney Fees \$.00	
	Total \$.00	
	Post Judgment Credits \$ _____	
	Post Judgment Costs \$ _____	
	=====	
	Certified Judgment Total \$ _____	

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

, 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

166

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-1117-20

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	MAG. DIST. NO. OR NAME OF D.J.		
Anthony DiLullo	163-01		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
13633 Penn's Valley Highway	Clearfield	PA	15849
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
3/11/05	James Collier et al. vs. Anthony DiLullo		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV	163-01		
LT	163-01		

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.

Signature of Prothonotary or Deputy

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.

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 James Collier et al. vs. Anthony DiLullo, appellee(s), to file a complaint in this appeal
 Name of appellee(s)

(Common Pleas No. 2005-1117-20) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

163-01
 Signature of appellant or his attorney or agent

RULE: To James Collier et al. vs. Anthony DiLullo, 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 12, 2005

163-01
 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

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

CATALONE, DANA
CATALONE CONST.

NAME and ADDRESS

RT 255 BENNETTS VALLEY HW
WEEDVILLE, PA 15868

VS.

DEFENDANT:

DILULLO, ANTHONY
13633 BENNETTS VALLEY HWY
PENFIELD, PA 15849

NAME and ADDRESS

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



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

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
M 1:00 PM
FILED

**William A. Shaw
Prothonotary**

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

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 - MNF, 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
Telephone: **(814) 371-5321**

15801

PLAINTIFF:

NAME and ADDRESS

DANA CATALONE CATALONE CONSTRUCTION
R 255 BENNETTS VALLEY HWY
L WEEDEVILLE PA 15868
VS.

DEFENDANT:

NAME and ADDRESS

ANTHONY DILULLO
13633 BENNETTS VALLEY HWY
L PENFIELD PA

Docket No.: **CV-18-05**

Date Filed: **1-7-05**



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

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
WEEDEVILLE 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.

COURT OF COMMON PLEAS

Clearfield
JUDICIAL DISTRICT

4/6/05

Amended NOTICE OF APPEAL

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 <i>Anthony Dilullo</i>	MAG. DIST. NO. OR NAME OF D.J. <i>46-3-01</i>		
ADDRESS OF APPELLANT <i>Rt. 255 Bennett's Valley's Highway</i>	CITY <i>Woonsocket</i>	STATE <i>PA</i>	ZIP CODE <i>15868</i>
DATE OF JUDGMENT <i>3/14/05</i>	IN THE CASE OF (Plaintiff) <i>Dana Catalone d/b/a Catalone Construction vs. Anthony Dilullo</i> (Defendant)		
CLAIM NO. CV <i>18-05</i> LT <i>(also)</i>	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>Anthony Dilullo</i>		
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.		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.	
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		_____ 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 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 sufficient copy of judgment of non pros.

RULE: To Dana Catalone d/b/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: April 12, 2005

Walla
FILED
Signature of Prothonotary or Deputy

APR 12 2005
01:051 ms

William A. Shaw
Prothonotary
NOTICE MAILED TO
MDJ FORD & ASSY
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 _____

Amended NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-1117-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	MAG. DIST. NO. OR NAME OF D.J.		
Anthony Dilullo	46-3-01		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
74, 255 Bennett's Valley's Highway	Wrexall	PA	15868
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
3/14/05	Dina Catalano v/f/k/a Latrice Construction vs Anthony Dilullo		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 18-05 (Am)			
LT			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p>			
Signature of Prothonotary or Deputy			
<p>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.</p>			

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 Dina Catalano v/f/k/a Latrice Construction, appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 2005-1117-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.


Signature of appellee or his attorney or agent

RULE: To Dina Catalano v/f/k/a Latrice 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: April 12, 2005


Signature of Prothonotary or Deputy

04/12/05 WMS

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

M, 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/JUDGMENT DEBTOR:

DILULLO, ANTHONY
NAME and ADDRESS
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	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00

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

Certified Judgment Total \$ _____

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, 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**

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

NAME and ADDRESS

DEFENDANT:

DILULLO, ANTHONY
13633 BENNETTS VALLEY HWY
PENFIELD, PA 15849

NAME and ADDRESS

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	\$ 6,954.00
Judgment Costs	\$ 120.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 7,074.50
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

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

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 ^(GK)
APR 24 2005
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. : No. 2005 - 447 C.D.
ANTHONY DILULLO, :
Defendant. :
:

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 15, 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

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

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

Proposal

Construction

13633 Bennett's Valley Hwy
PA 15868
(814) 637-5052

Print

Print To One Page

Proposed by
Anthony DiJulio
13633 Bennett Valley Hwy.
Perfield PA
(814) 637 5038

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

Proposed by to build the materials and perform the labor necessary for the completion of:

FOOTER (2" THICK) 6.24" wide (WITH 1/2 REAR)

Block 2 COURSES

Block 5" x 8" 4000 PSI CONCRETE AND WIRE MESH

WALLS 2 x 6 (7' 6" EAVES ON CORNERS) CALCULATED ON REMAINDER OF WALLS

TRUSSES 5-12 PITCH 8' 6" (24" CENTERS) WITH (518 058 SHEETING)

SHINGLES 25 YEAR 3 TAB

GARAGE DOORS (2) (10' W. x 8' HIGH)

WINDOWS 4 (6' x 4') 2 (4' x 4')

DOOR 1 (6" DOUBLE F.G.H. DOOR)

SOFFIT AND F.G.H.

SCREWS (455 PER SG.)

BRICKS 6 FEET HIGH PLANTING Around 8100.

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

Camelot Construction

R.R. 2 Box 323V
West Seneca, PA 15868
(814) 747-8852

Proposal Submitted To:	Work To Be Performed:
Name <u>Anthony DiLillo</u> Address <u>13633 Bennett Valley Hwy.</u> City <u>Penfield</u> State <u>PA</u> Telephone <u>(814) 637-5038</u>	Address <u>13633 Bennett Valley Hwy.</u> City <u>Penfield</u> State <u>PA</u> Date of Plans <u>1-9-04</u>

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

ELECTRICAL INCLUDES MATERIAL AND LABOR (MAIN INTER.)
SALIS OFFICE (8 PLUGS, 2 PHONE JACKS) (WIRING FOR 6 LIGHTS)
PRIVACY OFFICE (4 PLUGS, 2 PHONE JACKS) (WIRING FOR 2 LIGHTS)
BATH ROOM (1 G.F.T. PLUG) (WIRING, VENTILATING, LIGHTING)
PURCHASE ROOM (1 G.F.T. PLUG) (WIRING, VENTILATING, LIGHTING)
WASH BAY (8 PLUGS) (WIRING FOR 8 LIGHTS)
(PRICE DOES NOT INCLUDE LIGHT FIXTURES, JUST WIRING)
(PRICE DOES NOT INCLUDE PLUGS, PHONE JACKS, CORDS) (EXCL.)
(ALL MATERIAL FOR MAIN INTER.)

INTERIOR WALLS (2 x 4) (1/2 DRY WALL) (TRIM DOORS AND WINDOWS)
INSULATION (6 IN. IN WALLS AND CEILING) (INSULATE WASH BAY)

NO MATERIAL OR LABOR IS ORDERED 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 _____

Signature _____

Date _____

Proposal

Date:

Catalone Construction

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

Nov 18 - '4

Proposal Submitted To:	Work To Be Performed At:
Name <u>ANTHONY DILLIO</u>	Address _____
Address _____	City _____ State _____
Cty <u>PENFIELD PA</u> State _____	Date of Plans _____
Telephone <u>637-0563</u>	

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 Wendy Carter

Date _____

Signature

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. :
: :

CERTIFICATE OF SERVICE

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

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

FERRARO, KRUK & FERRARO, LLP

BY: 

Ross F. Ferraro, Esquire
Attorney for Plaintiff

6/24/05
FILED ^{cc}
AFR 18 2005
Atty

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 : No. 2005-447-C.D.
CATALONE CONSTRUCTION, :
Plaintiff, : Type of Case: CIVIL
vs. : Type of Pleading: ANSWER, NEW
ANTHONY DILULLO, : MATTER AND COUNTERCLAIM
Defendant. : 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 NO
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2005
cc
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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. : 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, :
Plaintiff, :
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. Mohney, 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, Dilullo 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.

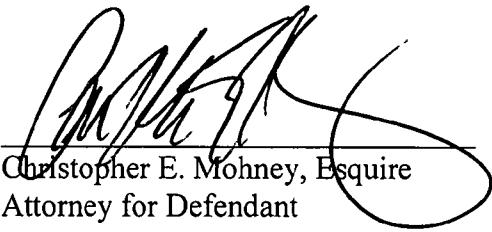
51. Catalone failed and refused to cure the aforementioned breaches.
52. Dilullo has had to pay other contractors \$10,756.49 to remedy the aforementioned breaches of Catalone.

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. Mohney, 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. : No. 2005-447-C.D.
ANTHONY DILULLO, :
Defendant. :

CERTIFICATE OF SERVICE

I, Christopher E. Mohney, Esquire, dc 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

FILED

JUN 01 2005

William A. Shaw
Prothonotary/Clerk of Courts

NO. 2005-447-C.D.

LAW OFFICES
CHRISTOPHER E. MOHNEY
90 BEAVER DRIVE - SUITE 111B
DUBOIS, PA 15801
(814) 375-1044

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

**DANA CATALONE, t/d/b/a
CATALONE CONSTRUCTION,** Plaintiff, : No. 2005 – 447 C.D.
Plaintiff, :
v. : Type of Case: Civil – Law & Equity
: Type of Pleading:
ANTHONY DILULLO, Defendant. : **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/jz:301
William A. Shaw
Prothonotary/Clerk of Courts
2 cent 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. : No. 2005 - 447 C.D.
:
ANTHONY DILULLO, :
Defendant. :
:

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 ceilings.

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.

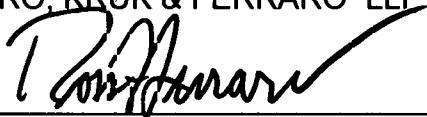
50. **DENIED.** It is Denied that the Plaintiff CATALONE has performed in a poor, improper or unworkmanlike manner certain other things which were expressly or by necessary implication required to be done and performed in a proper and workmanlike manner as set forth in Paragraph 50 of Defendant's Counterclaim, 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.

No. 2005 - 447 C.D.

ANTHONY DILULLO,
Defendant.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15th 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. Mohney, Esquire
90 Beaver Drive, Suite 111B
DuBois, PA 15801

FERRARO, KRUK & FERRARO, LLP

BY: 

Ross F. Ferraro, Esquire
Attorney for Plaintiff

COT

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

**DANA CATALONE, t/d/b/a
CATALONE CONSTRUCTION,** Plaintiff, : No. 2005 – 447 C.D.
Plaintiff, : Type of Case: Civil – Law & Equity
v. : Type of Pleading:
CERTIFICATE OF READINESS
ANTHONY DILULLO, Defendant. : 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/3:00/2005
OCT 07 2005

2 CERT TO ATT ~~ATT~~ TA

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.	() Jury () Non-Jury	
Date Complaint	(X) Arbitration	1 days/hours
Filed:		
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. Mohney, Esq.

(814) 375-1044

FOR THE DEFENDANT

TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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.

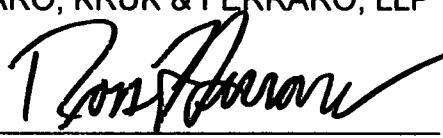
CERTIFICATE OF SERVICE

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

DATE: 10/5/05

FERRARO, KRUK & FERRARO, LLP

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: 23801
FEB 28 2006

William A. Shaw (GW)
Prothonotary/Clerk of Courts
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, 2nd Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

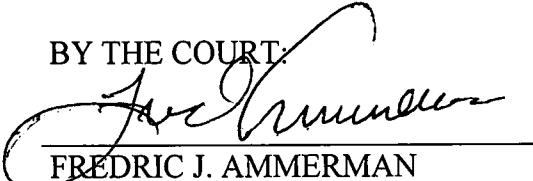
Joseph Colavecchi, Chairman

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

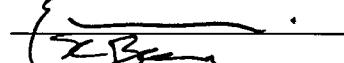
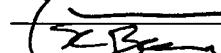
OATH OR AFFIRMATION OF ARBITRATORS

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.


Chairman

Earle D. Lees, Jr., Esq.
S. Casey Bowers, Esq.

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


Prothonotary

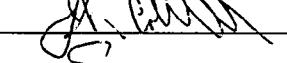
FILED
125584
APR 25 2006
PA
William A. Shaw
Prothonotary/Clerk of Courts

Notice to
Attns:
Ferraro
Mohney

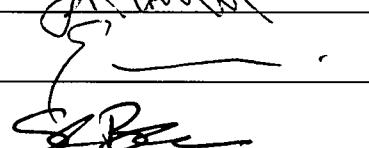
AWARD OF ARBITRATORS

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 \$1,609.69. plus costs. No interest allowed.


Chairman

(Continue if needed on reverse.)



ENTRY OF AWARD

Now, this 25th 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

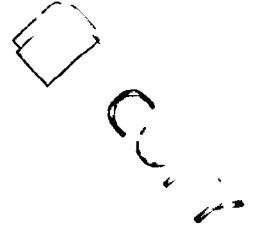
: IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY

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 William A. Shaw
By 4-25-06

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 : No. 2005-447-C.D.
CATALONE CONSTRUCTION, :
Plaintiff, : Type of Case: CIVIL
vs. : Type of Pleading: PRAECIPE
ANTHONY DILULLO, : TO ENTER JUDGMENT
Defendant. : 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 *Atty pd.*
019:39/601 *20.00*
AUG 16 2006 *218*
Notice to [REDACTED]

William A. Shaw *Statement to*
Prothonotary/Clerk of Courts *Atty*

68

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. :

PRAECIPE TO ENTER JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Notice of Award of Arbitrators dated April 25, 2006, kindly enter judgment in favor of Defendant, Anthony Dilullo, in the amount of \$1,609.69 and index the same against Plaintiff Dana Catalone, t/d/b/a Catalonia Construction.

Respectfully submitted,

By:

Christopher E. Mohney, Esquire
Counsel for Defendant

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

copy

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

Plaintiff,

vs.

No. 2005-447-C.D.

ANTHONY DILULLO,

Defendant.

NOTICE OF JUDGMENT

Notice is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$1,609.69 on August 16, 2006.

WILLIAM A SHAW, PROTHONOTARY

By: William A. Shaw
Deputy

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

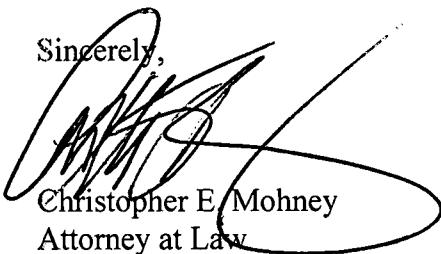
David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

**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

CLERK'S OFFICE
COURT ADMINISTRATION
OFFICE

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

DANA CATALONE, t/d/b/a, : NO. 2005-447 C.D.
CATALONE CONSTRUCTION, :
Plaintiff, : Type of Case: CIVIL
vs. : Type of Pleading: PRE-TRIAL
ANTHONY DILULLO : STATEMENT
: Filed on Behalf of: ANTHONY DILULLO
Defendant : Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO. 63494
: 90 BEAVER DRIVE
: SUITE 111B
: DUBOIS, PA 15801
: (814) 375-1044

RECEIVED

APR 19 2005

CLERK OF COURT
CLEARFIELD COUNTY
PA

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. Dilullo 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 : NO. 2005 - 447 C.D.
Plaintiff, :
vs. :
ANTHONY DILULLO :
Defendant. :
:

CERTIFICATE OF SERVICE

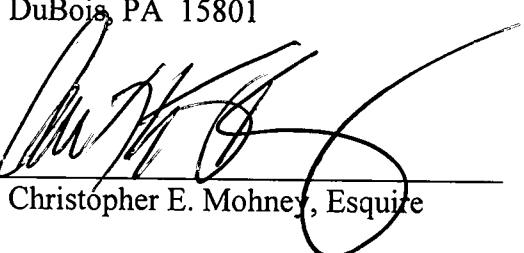
I hereby certify that on this 11th day of April, 2006 a true and correct copy of
Defendant ANTHONY DILULLO's Pre-Trial Statement was served upon the following persons
by United States First Class Mail, postage prepaid:

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

Paid
 1-26-05
 Jackie

Customer's Order No.		Date						
Name		12-29 2004						
Address		Bilullo Auto Sales						
Penfield, Pa. 15849		Phone:						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MINI	RFID	PAID OUT	LAYAWAY
QUAN	DESCRIPTION				PRICE		AMOUNT	
2	thermostats						61.54	
32'	thermostat wire						3.52	
10'	1/2 cpvc pipe						5.10	
1	1/2 cpvc x mpx adapter						26	
7	1/2 cpvc ell						1.19	
2	1/2 cpvc tees						53	
2	1/2 cpvc ball valves						12.32	
1	1/2 cpvc caps						36	
2	1/2 cpvc street ell						54	
3	3/4 cpvc x fip adapters						3.33	
3	3/4 x 1/2 cpvc bushings						1.08	
1	3/4" set to fip adapter						1.11	
59'	3/4 M copper pipe						61.36	
12'	1" "						19.44	
<i>Balance carried forward</i>							171.67	
					TAX			
Received By					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	MDSE RETD.	PAID OUT	AMOUNT
QUAN	DESCRIPTION				PRICE	AMOUNT	
8'	1/2" M Copper pipe				6.40		
1	75 gallon gas water heater				482.51		
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'	S strap				1.10		
1	relief valve				44.62		
1	3/4 x 3 black nipple				6.7		
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 pipe adapter				1.72		
1	1/4 S.P. gauge				29.70		
3	1" galv. pipe clamps				.39		
	Balance carried forward				1164.71		
AMOUNTS AND DESCRIPTIONS MUST BE ACCORDING TO BILL OF LADING				TAX			
Received By				TOTAL			

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

Thank You

JACK D. SALADA PLUMBING & HEATING

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

#3

Customer's
Order No.

Date

12-29

2004

Name *Dilullo Auto Sales*

Address

Phone:

SOLD BY	CASH	C.O.D.	CHANGI	ON ACCT.	MISS. RETD.	PAID OUT	AMOUNT				
QUAN.	DESCRIPTION				PRICE	AMOUNT					
1	2" pvc ell						86				
1	2 x 1/2 pvc bushing						62				
1	1 1/2 mvcd adapter						82				
1	1/4 plastic tee						4.55				
4	1" copper x mvc adapter						10.88				
1	1 x 1/2 copper tee						4.50				
1	1" copper stud ell						2.24				
10	1 x 3/4 copper tees						45.00				
6	3/4 copper ell's						5.52				
1	1/2 copper ell						44				
1	1/2 copper x mvc adapter						68				
5	1" copper ell's						8.30				
1	1 x 3/4 copper ell						4.01				
14	3/4 copper ball valves						111.44				
<i>Balance carried forward</i>							<i>1364.57</i>				
						TAX					
						TOTAL					

Received
By

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. RETD	PAID OUT	EX-OUT
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					17 35	
1	1" air purger					14 38	
1	auto air vent					6 74	
1	Epitrol tank					47 24	
1	1/2" reducing valve					44 18	
21	3/4 copper clamps					18 90	
Balance carried forward						1784 96	
					TAX		
Received By					TOTAL		

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

Thank You

010613

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.	MUSE. RETD.	PAID OUT	AMOUNT
QUAN.	DESCRIPTION					PRICE	AMOUNT
40	Screw anchors					10 80	
2	elbow					134 72	
14	3/4 Copper pex adapters					16 80	
3'	4" metalbestos pipe					15 29	
18"	4"					8 68	
3	3/4 copper street ell					3 66	
2	3/4 Cap. x 2" pex tee					9 42	
2	3/4 " x mp adapters					2 24	
1	1 x 3/4 black ell					1 86	
3	3/4 black ell					3 24	
1	3/4 x 2" black street ell					1 40	
1	3/4 black union					3 67	
1	3/4 gas ball valve					6 51	
1	3/4 x 3/4 black nipple					71	
Balance Credit forward							2003 86
						TAX	
						TOTAL	

Received
 By

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

Thank You

010314

JACK D. SALADA PLUMBING & HEATING

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

16

Customer's
Order No.

Date

12-29 2004

Name _____

Address

Phone:

Received
By

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

Thank You

Electric

FROM JACK Michuck
140 Horseshoe Dr.
PENFIELD, PA. 15849

DATE

12-18-04

CUSTOMER'S ORDER NO.

ADDRESS

PENFIELD, PA.
CITY STATE ZIP

TERMS

								60 00	
								25 00	
								49.6 00	
								15.81 00	

INSPECTION →
MATERIAL.
Labor (31 hrs.)

PAID / #1036
12-18-04

Wilson Jones • MADE IN U.S.A.
S1647 © Wilson Jones, 1988

\$ 581.00 / \$ 31.02 mat. Enclosed.

\$ 612.02

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 / Rewire .
- 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 = \$2.00

2. (3) 4" SQ BLANKS = \$1.00

3. (2) BLANK COVERS = .50¢

4. 1/2" CONNECTORS = .60¢

\$4.10 TOTAL

LOWES

1.) 25' 12/3 WIRE = \$12.95
2.) (1) 3 way switch = \$3.97
3.) 25' 12/2 WIRE = \$10.00
\$26.92 TOTAL

\$31.02

TRI-COUNTY ELECTRICAL, INC. 551919

200 Beaver Drive

P.O. Box 1040

Dubois, PA 15801

ELECT.

LOWE'S

CUSTOMER'S ORDER NO.		DATE		10/14/2004			
NAME							
ADDRESS							
CITY, STATE, ZIP							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION			PRICE	AMOUNT		
1	4' 11" 8/2 800 ft. 10/14/2004			1.98			
2	4' 11" 8/2 800 ft. 10/14/2004			2.50			
3	4' 11" 8/2 800 ft. 10/14/2004			6.00			
4	4' 11" 8/2 800 ft. 10/14/2004			5.00			
5				3.83			
6				2.33			
7				4.06			
8							
9							
10							
11							
12							
RECEIVED BY							

 adams 4705

KEEP THIS SLIP FOR REFERENCE

DU BOIS, PA
(814)372-8640

-SALE-

SALES #: S1010BH3 783004 12-14-04

18569 15' 16/2 REMOTE C	7.68
70111 CABLE COP NM 250'	30.90
70021 CABLE COP NM 25'	12.95
93646 ALUM 3WAY SW 5223	3.97
12811 1POLE 20AMP BREAK	3.75
193212 2X4 T8 3LT BULB-F	46.88

SUBTOTAL: 106.13

TAX 38550 : 6.37

INVOICE 29420 TOTAL: 112.50

BALANCE DUE: 112.50

MERCH/GIFT CARDS :

M/C : 59.53

MERCH/GIFT CARD 6581 AUTHCODE 000000

BEGIN BAL TRANSACTION AMT ENDING BAL
52.97 52.97 0.00

M/C XXXXXXXXXXXX1106 014880
AMOUNT: 59.53

1010 TERMINAL: 29 12/14/04 09:13:18



THANK YOU ANTHONY N DILULLO
FOR SHOPPING LOWE'S

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

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.

new replacement

Thanks,

Waini coating

Harry

INVOICE

158

卷之三

SOLD TO:

SHIP TO:
DISCOUNT AUTO SALES
Pittsburgh, PA.

ORDERED	SHIPPED	DESCRIPTION	PRICE	PER	AMOUNT
		1/11 Eng. 13/14 + Doves			
		ENCL 100% 4 ft. WALLS			
		ENCL 100% FRONT DOOR & C.			
		1/11 51.00 DR 142.4744K 1 RUST.			
		2 G. B. \$2.60 / C. S. T			
		2 CUPS @ 2	\$5.20	4	
		POINT C. S. T APPR. 65			

Topix FORM 3B13
MADE IN U.S.A.

Whittek Painting

6/14 787-4575

INVOICE

NO. 1014104
DATE 6/14/78
JOB NO. 787-4575
ORDER NO.

SHIPPING ADDRESS
SOLD TO: PAINTING / STAINS
Office

SHIP TO:
DIE U.S.A. AUTO SALES
PENN 16120, PA.

ITEM	DESCRIPTION	PRICE	PER	AMOUNT
1	GAL PRO CLASSIC	29.95		29.95
1	GAL PRIMATE	22.95		22.95
	1/2 GALLON	4.20		4.20
	1/2 GALLON	62.18		62.18
	TAX	3.73		3.73
	1/2 GALLON	40.00		40.00
	1/2 GALLON	25.00		25.00
	TOTAL BILL	130.95		130.95

ORIGINAL

Paints on a job site left in a
garage on a job site left in a

* Cost To Repair Mold Problem

£ 5300. - as Recd By ENGINEERS

Cost To Repair Trim For Doors & Windows

£ 600. 00

TOTAL = (\$ 5900. 00)

\$ 5900.00

*MATERIAL DAMAGED DUE TO MOLD

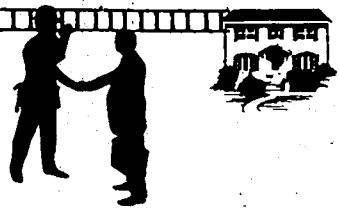
PAID FOR BY DILULIO AUTO SALES DIRECTLY (NOT IN EST.)

23 Pieces 11/32 ply BEAD waines cost @ 9.50 each = \$218.50

23 Sheets Wall Board @ 21.00 Each = \$483.00

11 Sheets 7/16 OSB in Garage @ 11.99 each = \$ 131.89

OF DAMAGED MATERIAL TOTAL = \$ 833.39



Reliable Construction

Building and Remodeling Services, LLC.

1789

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

PROPOSAL SUBMITTED TO (OWNER)

Tony De Tullio

PHONE

DATE

637-5038

11/1/05

STREET

13633 Bennett's Valley

JOB NUMBER

De Tullio - 001

CITY, STATE and ZIP CODE

Penfield Pa

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 and 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

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

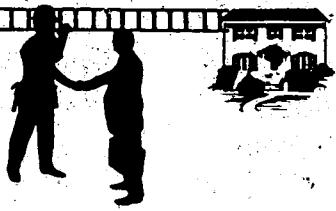
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

1791



Reliable Construction

Building and Remodeling Services, LLC.

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

PROPOSAL SUBMITTED TO (OWNER)

Tony DiTollo

STREET

13633 Bennetts Valley.

CITY, STATE and ZIP CODE

Panfield Pa 15849

ARCHITECT

DATE OF PLANS

PHONE

637-5038

DATE

1/10/05

JOB NUMBER

DiTollo-001

JOB LOCATION

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 36w x 18l area. w/ drywall.
- 3) On garage area on outside wall remove FLP material install vapor barrier, insulation, board, furring strips and reinstall FLP.
- 4) Install (2) posts supplied by owner on front overhang
- 5) Remove 1" x 6" fascia board, replace with pressure treated lumber - fascia or (2) 8' x 10' door.
- 6) Install cove base trim in original office
- 7) Install paneling on 2x4 walls in offices
- 8) Build 2x4 knee wall in entire left office 15' x 12' 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 DiTollo

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

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 1118
DUBOIS, PA 15801
(814) 375-1044

FERRARO, KRUK & FERRARO, LLP
ATTORNEYS AT LAW

690 MAIN STREET
BROCKWAY, PENNSYLVANIA 15824

April 12, 2006

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

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

David Meholic, 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,

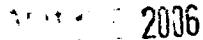
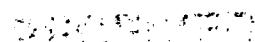


Ross F. Ferraro

RFF/vam

Enclosure

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



APR 12 2006
FERRARO, KRUK & FERRARO
OFFICE

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

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

No. 2005-447-C.D.

ANTHONY DILULLO,
Defendant

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. : No. 2005-447-C.D.
ANTHONY DILULLO, :
Defendant :
:

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. : : No. 2005-447-C.D.
: :
ANTHONY DILULLO, :
Defendant :
: :

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. Mohney, Attorney for Defendant, and the three (3) Arbitrators, as follows:

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

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

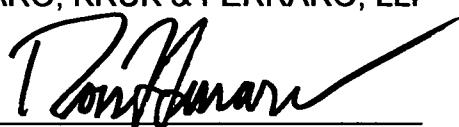
Joseph Colavecchi, Esquire
Colavecchi & Colavecchi
221 E. Market Street
P.O. Box 131
Clearfield, PA 16830

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 Catalonia Construction

Proposal

Box

Construction

136-33-323V
PA 15868
7-0052

Proposed by
Anthony Esilio
136-33 Bennett's Valley Hwy.
Perfield
PA
(814) 637-5038

Work to be performed

Address 136-33 Bennett's Valley Hwy.
City Perfield Zip 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) (6' 24" wide) (WITH 1/2 REAR)

BLOCK 7 COURSES

FLOOR 5" OF 4000 Psi CONCRETE AND WIRE MESH

WALLS 2 x 6 (7' 6" EAS. & N. CORNERS) COLATED & N. REMAINDER OF WALLS

TRUSSES 5-12 PITCH & N (24 CENTERS) WITH (518 OSB SHEETING)

SHINGLES 25 YEAR 3 TAB

GARAGE DOORS (2) (10' WIDE 8' HIGH)

WINDOWS 4 (6' x 4') 2 (4' x 4')

DOOR 1 (6" DOUBLE FRONT DOOR)

SEFFIT AND FLOOR

SIDING (955 PER SG.)

BRICK 6 FEET HIGH & PLANTING AROUND \$100.

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

RR. 2 Box 323V
Woodville, PA 15868
(814) 767-8852

Proposal Submitted To:

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

Work To Be Performed At:

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 INCLUSIONS MATERIAL AND LABOR (MAIN INT.)
SATH. S. OFFICE (8 PLUGS, 2 PHONE JACKS) (WIRING FOR 6 LIGHTS)
P.B. BATH OFFICE (4 PLUGS 2 PHONE JACKS) (WIRING FOR 2 LIGHTS)
BATH ROOM (1 G.F.I. PLUG) (WIRING, VENTILATION, 1 CEILING LIGHT)
PURCHASE ROOM (1 G.F.I. PLUG) (WIRING, 1 SWINGING DOOR)
WASH. BAY (6 8 PLUGS) (WIRING FOR 8 LIGHTS)
(PRICE DOGS NOT INCLUDED LIGHT FIXTURES JUST WIRING)
(PRICE DOGS INCLUDED PLUGS, PHONE JACKS, CABLES) (BOXES)
ALL MATERIAL FOR MAIN INT.)

INTERIOR WALLS (2.24) (1/2 DRY WALL) (TRIM DOORS AND WINDOWS)
INSULATION (6 INCH IN WALLS AND CEILING) (INSULATE WASH. BAY)

NO MATERIAL OR LABOR IS ASKED 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 _____

Signature _____

Date _____

Proposal

Date:

Catalone Construction

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

$$NOL^2 : L = 4$$

Proposal Submitted To:	Work To Be Performed At:
Name <u>ANTHONY DILLULLO</u>	Address _____
Address _____	City _____ State _____
City <u>PENFIELD, NY</u> State _____	Date of Plans _____
Telephone <u>637-5038</u>	

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 _____



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. DILUCA

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:

DISBURSE AS FOLLOWS:	AMOUNT
<u>DEPOSIT TO ACCOUNT NO.</u> _____	\$ _____
<u>DEPOSIT TO ACCOUNT NO.</u> _____	\$ _____
<u>CHECK PAYABLE TO CATALONE CONSTRUCTION</u> CK# <u>989066</u>	<u>\$ 5,425.06</u>
<u>CHECK PAYABLE TO CATALONE CONSTRUCTION</u> CK# <u>989067</u>	<u>\$ 2,500.00</u>
<u>WIRE TRANSFER INSTRUCTIONS ATTACHED</u> (WIRE TRANSFER REQUEST PM 4060 FORM B)	\$ _____

FEES TO BE PAID FROM PROCEEDS: _____

OTHER INSTRUCTIONS (BE SPECIFIC): _____

BANK REQUESTING SIGNATURE & PHONE #

DATE

Leo J. Klebacha
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 Diliberto

PARTIAL DRAW #1 \$5,425.06

PARTIAL DRAW #2 \$2,500.⁰⁰
(LABOR)

Swisher Concrete Products, Inc.

Landscaping Products * Building Brick * Blocks

Tools * Aggregates * Cement and Mortar

Route 819 West * PO Box 55 * Clearfield, PA 16830

(814) 765-9502 Fax (814) 765-3921

Name: QANIA CANALONE Date: 4/26/04

Phone: 787-8852 Town: Clearfield

The following is a price quote for the items you requested. If you have any further questions, please do not hesitate to contact our office. We will be glad to assist you in any way we can.

Quantity	Description	Unit	Price	Tax	Total
336	8" 2 Core	.93	312.48	18.75	331.23
120	10" Regular Core	1.12	134.40	8.06	142.46
550	6" Regular	.81	445.50	26.73	472.23
25	Type I Mortar	6.70	167.50	10.05	177.55
4000	Brick/Masonry Mortar	.0205	82.00	4.92	86.92
* 5	wood Pallets	15.00	75 ⁰⁰	-0-	75.00

Pallets Fully Refundable

upon Return

		1216.88	68.51	1285.39
--	--	---------	-------	---------

John D. Dill
Dill's Auto Sales O.K.

SSZR130A

LOWE'S COMPANIES, INC.
DUP 1010
PROJECT ESTIMATE DILULLO JOB

PAGE: 1

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

PROJECT NUMBER: 33512

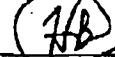
DATE ESTIMATED: 04/26/04

QTY	ITEM #	ITEM DESCRIPTION
2	193658	10x8 9100 WHT WND TOP RP
17	88917	TRUSSES 5/12 PITCH 1'OH

VEND PART #	PRICE
A9112111080	1,296.40
	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



5/15

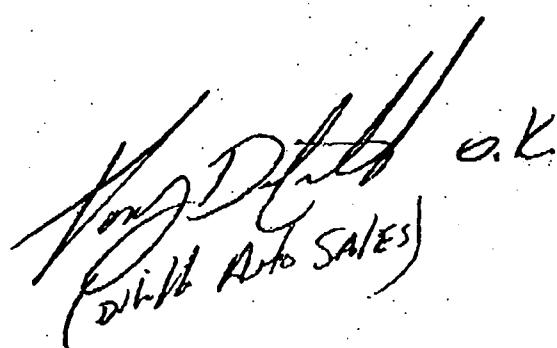
MANAGER SIGNATURE

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.





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

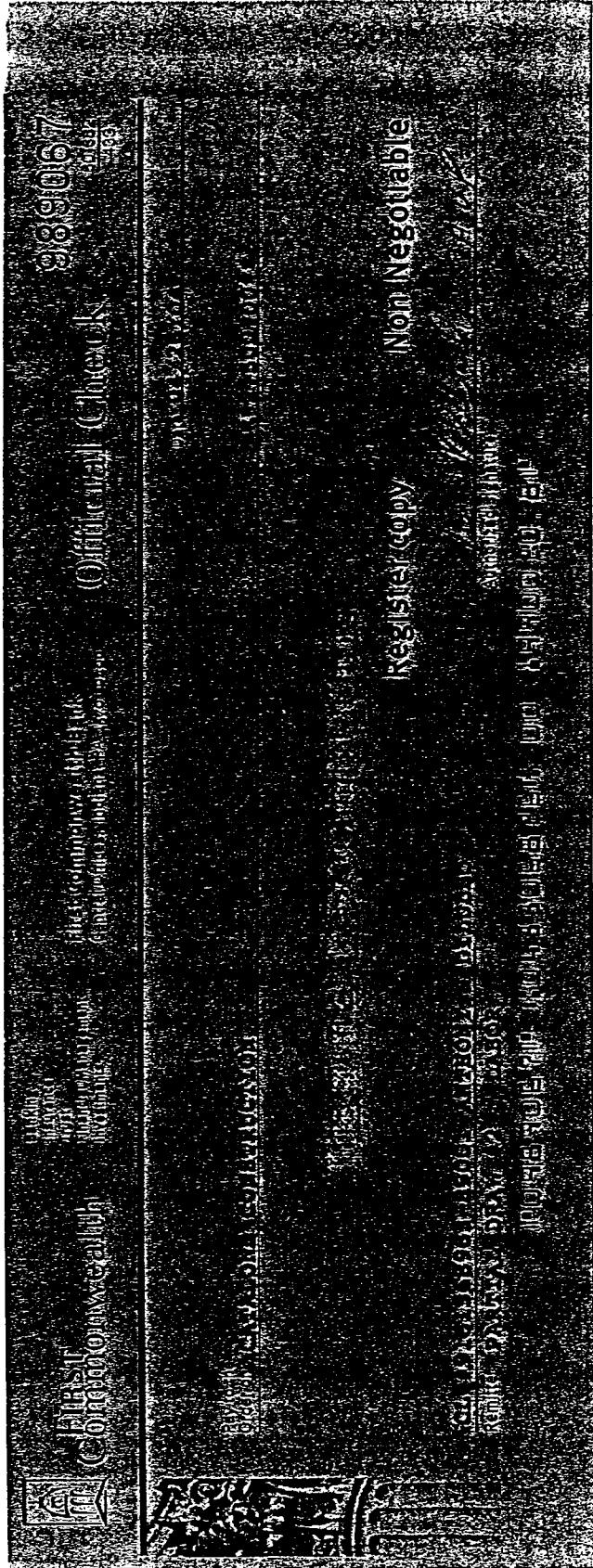
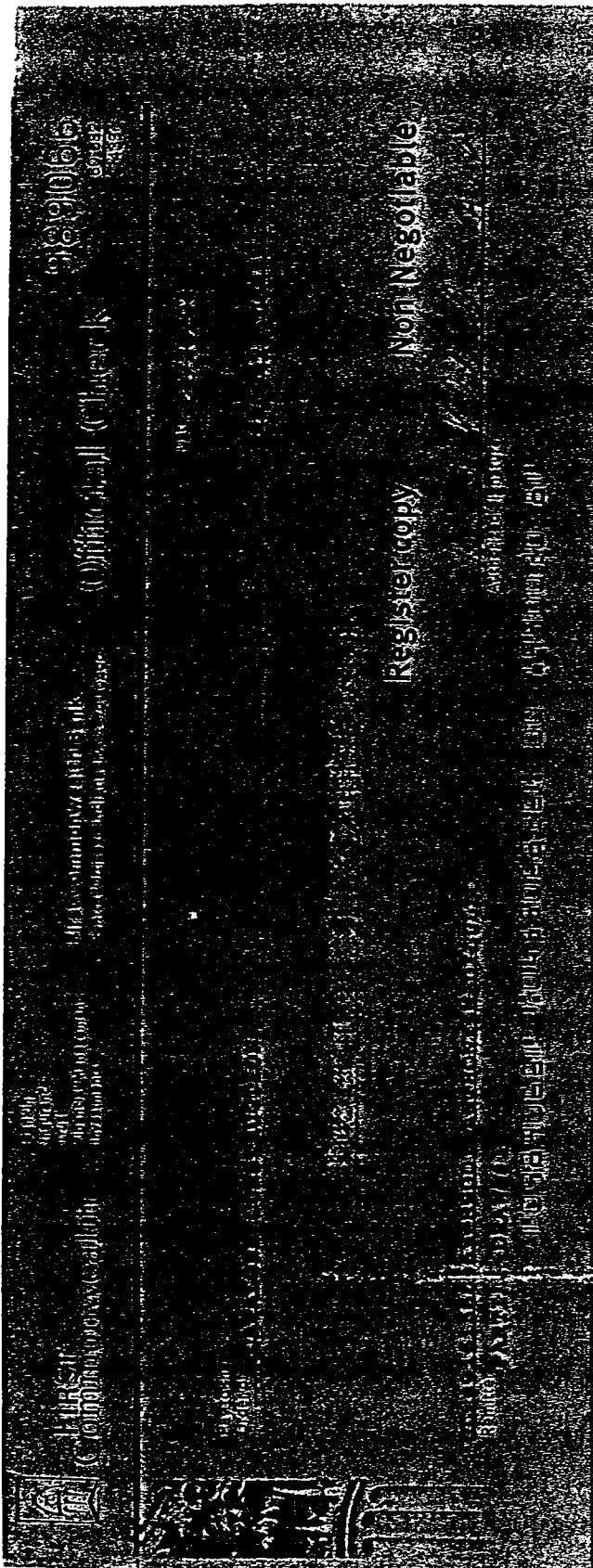
Locally Owned & Operated

No 35135

Date	4-22-04	Order#		Driver	Tom
Customer	Dana Catalozzi, Dulles Auto Sales				
Address					
Delivery Instructions	Dippy Beverage - Canfield, 14st to				
ITEM DESCRIPTION TYPE OF MIX PRICE PER YARD QUANTITY AMOUNT					
	Gravel				
	Ready Mix				
10/4 2500	Limestone				
	Ready Mix	Yester	73.75	755.94	
	Pea Gravel				
	Ready Mix				
	Grout				
	Flowable Fill				
<i>Total amount charged added on job</i>					
11:23 AM 12:35 AM 1:35 AM					
Waiting / overtime on mixer					
Delivery charge less than 1 yard / 3 yards					
<i>Dayton Ctr 500</i>					
<i>Day Df 100 0.15</i>					
COMMENTS			Subtotal	755.94	
			Sales Tax	45.34	
			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 30 MIN.					
CONDITIONS OF DELIVERY: REDMONDS 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/ liability 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 chargeable rate applicable to truck standing delivery.					
QUALITY OF CONCRETE: The seller is not responsible for the slump, strength, or quality of any concrete to which a different 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: CAUSES SKIN IRRITATION-IRRITANT TO 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 SALT TO CONCRETE.					
RELEASE: I, the undersigned in consideration of the gratuitous delivery at my request beyond curb line of material purchased in my account, do hereby release the said REDMONDS READY MIX, INC. of all liability from damage to & result of such delivery. I have read and I understand the disclaimers on the reverse side hereof.					
Customers Signature					

Catalone Construction

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





FIRST Commonwealth

COMMERCIAL LINE OF CREDIT DRAW REQUEST

Banking
Insurance
Trust
Financial Management
Investments

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
<input type="checkbox"/> DEPOSIT TO ACCOUNT NO. _____	\$ _____
<input type="checkbox"/> DEPOSIT TO ACCOUNT NO. _____	\$ _____
<input checked="" type="checkbox"/> CHECK PAYABLE TO <u>CATA LONE CONSTRUCTION</u> <u>OFF 1010705</u>	\$ <u>5,385.00</u>
<input type="checkbox"/> CHECK PAYABLE TO _____	\$ _____
<input type="checkbox"/> 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)

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.

**FIRST
Commonwealth**



Banking
Insurance
Trust
Financial Management
Investments

First Commonwealth Bank
Contract Offices: Indiana, PA 15701-0400

1010705
90166963-89001 ANTHONY R. BRITTON
433

Official Check

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Proposal

Catalone Construction

R.R. 2 Box 323V
Woodville, PA 15668
(814) 787-8852

ATN LEO

Date:

ATN
Diane *

Proposal Submitted To:

Work To Be Performed At:

Name Tony Dulullo
Address 13633 Beckett Valley Hwy.
City Pittfield State PA
Telephone (814) 657-5038

Address Same as
City _____ State _____
Date of Plans _____

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

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

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

Final Draw on First of 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.

Tony Dulullo

Date 5-21-04

Signature

Signature



FIRST
Commonwealth

Banking
Insurance
Trust
Financial Management
Investments

COMMERCIAL LINE OF CREDIT DRAW REQUEST

Region Name NORTHERN Office Name DOWNTOWN 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. \$ _____

CHECK PAYABLE TO: CATALONE CONSTRUCTION \$10,000.00 ✓
DRILL #3 CKE# 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): _____

BANK REQUESTING SIGNATURE & PHONE #

DATE

Leo J. Klebacha
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.

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 DiCULLOAddress SAME ASAddress 13633 Bennett's 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 x 36 HAS BEEN FINISHED &

TOTAL FOR MATERIALS = \$ 5091.86

TOTAL FOR LABOR = \$ 4908.14 $\frac{100}{100}$

Third DRAW on Draw Sched. = \$ 10,000. $\frac{00}{00}$

Dollars (\$)

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are agreed to.



FIR - The Commonwealth Bank
Commonwealth Bank of Australia
1010747

Official Check

Bo SB2
33

1010747

1010747
1010747
1010747

Date 07/07/04

1010747

Register copy

Non Negotiable

1010747-1-901-AUTO TRUCK CO.

DO NOT

1010747

1010747

1010747

MAC
3-Draw

06/02/04
\$10.000.00

P.O. #2, Johnsonburg Road • Ringley, PA 15852 • Phone (814) 776-1432

Locally Owned & Operated

N^o 35291

Contract 35291 2nd Half of Floc Job complete 6/2/04



Line	Qty	Order	Delivery
1	1.00	Gravel	10:30 AM
2	1.00	Ready Mix	10:30 AM
3	1.00	Limestone	10:30 AM
4	1.00	Pea Gravel	10:30 AM
5	1.00	Ready Mix	10:30 AM
6	1.00	Grout	10:30 AM
7	1.00	Flowerbed Ftl	10:30 AM
8	1.00	Gravel	10:30 AM
9	1.00	Ready Mix	10:30 AM
10	1.00	Limestone	10:30 AM
11	1.00	Pea Gravel	10:30 AM
12	1.00	Ready Mix	10:30 AM
13	1.00	Grout	10:30 AM
14	1.00	Flowerbed Ftl	10:30 AM
15	1.00	Gravel	10:30 AM
16	1.00	Ready Mix	10:30 AM
17	1.00	Limestone	10:30 AM
18	1.00	Pea Gravel	10:30 AM
19	1.00	Ready Mix	10:30 AM
20	1.00	Grout	10:30 AM
21	1.00	Flowerbed Ftl	10:30 AM
22	1.00	Gravel	10:30 AM
23	1.00	Ready Mix	10:30 AM
24	1.00	Limestone	10:30 AM
25	1.00	Pea Gravel	10:30 AM
26	1.00	Ready Mix	10:30 AM
27	1.00	Grout	10:30 AM
28	1.00	Flowerbed Ftl	10:30 AM
29	1.00	Gravel	10:30 AM
30	1.00	Ready Mix	10:30 AM
31	1.00	Limestone	10:30 AM
32	1.00	Pea Gravel	10:30 AM
33	1.00	Ready Mix	10:30 AM
34	1.00	Grout	10:30 AM
35	1.00	Flowerbed Ftl	10:30 AM
36	1.00	Gravel	10:30 AM
37	1.00	Ready Mix	10:30 AM
38	1.00	Limestone	10:30 AM
39	1.00	Pea Gravel	10:30 AM
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41	1.00	Grout	10:30 AM
42	1.00	Flowerbed Ftl	10:30 AM
43	1.00	Gravel	10:30 AM
44	1.00	Ready Mix	10:30 AM
45	1.00	Limestone	10:30 AM
46	1.00	Pea Gravel	10:30 AM
47	1.00	Ready Mix	10:30 AM
48	1.00	Grout	10:30 AM
49	1.00	Flowerbed Ftl	10:30 AM
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55	1.00	Grout	10:30 AM
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64	1.00	Gravel	10:30 AM
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66	1.00	Limestone	10:30 AM
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69	1.00	Grout	10:30 AM
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71	1.00	Gravel	10:30 AM
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73	1.00	Limestone	10:30 AM
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78	1.00	Gravel	10:30 AM
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80	1.00	Limestone	10:30 AM
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266	1.00	Flowerbed Ftl	10:30 AM
267	1.00	Gravel	10:30 AM
268	1.00	Ready Mix	10:30 AM
269	1.00	Limestone	10:30 AM
270	1.00	Pea Gravel	10:30 AM
271	1.00	Ready Mix	10:30 AM
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FIRST Commonwealth

COMMERCIAL LINE OF CREDIT DRAW REQUEST

Banking
Insurance
Trust
Financial Management
Investments

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
<u>DEPOSIT TO ACCOUNT NO.</u>	<u>\$</u>
<u>DEPOSIT TO ACCOUNT NO.</u>	<u>\$</u>
<u>CHECK PAYABLE TO</u>	<u>\$</u>
<u>CHECK PAYABLE TO</u>	<u>\$ 3,000.00</u>
<u>WIRE TRANSFER INSTRUCTIONS ATTACHED (WIRE TRANSFER REQUEST PM 4060 FORM B)</u>	<u>\$</u>

FEES TO BE PAID FROM PROCEEDS: _____

OTHER INSTRUCTIONS (BE SPECIFIC) _____

Lathy Funtz (814)371-2345 8-31-04
BANK REQUESTING SIGNATURE & PHONE # DATE

Leo J. Klebacha 8-31-04
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

Date:

Catalone Construction

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

8-6-04

Proposal Submitted To:	Work To Be Performed At:
Name <u>Dilullo Auto Sales</u> Address <u>13633 B.V. Hwy</u> City <u>Penfield</u> State <u>PA</u> Telephone <u>(814) 657-5038</u>	Address <u>13633 B.V. Hwy</u> City <u>Penfield</u> State <u>PA</u> Date of Plans _____

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

Bill for labor

Put up & Sheetimg in GARAGE * 72 SHEETS OSB
 * Sheetimg on Ceiling * 45 SHEETS OSB
 * Insul. in Ceiling * 23 rolls R 38
 * Drop Ceiling in OFFICE *
 * Wall Board on WALLS * 34 SHEETS WALL BOARDS
 * 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



Banking
Insurance
Trust
Financial Management
Investments

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

1030300

Official Check

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.

Deb'd up
9/03/04
1pm

CL # 31615689 63-89001 Anthony N DiLullo
Remitter

Leo J. Klebaus A.D.
Authorized Signature

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Insurance
Trust
Financial Management
Investments

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

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Official Check

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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

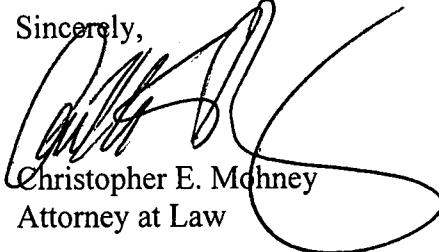
David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

Dear Mr. Meholic:

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

DANA CATALCNE, t/d/b/a, : NO. 2005-447 C.D
CATALONE CONSTRUCTION, :
Plaintiff, : Type of Case: CIVIL
vs. : Type of Pleading: SUPPLEMENTAL
: PRE-TRIAL STATEMENT
ANTHONY DILULLO :
: Filed on Behalf of: ANTHONY DILULLO
Defendant : Counsel of Record:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: SUPREME COURT NO. 63494
: 90 BEAVER DRIVE
: SUITE 111B
: DUBOIS, PA 15801
: (814) 375-1044

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

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

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. Mohney, Esquire

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

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

CERTIFICATE OF SERVICE

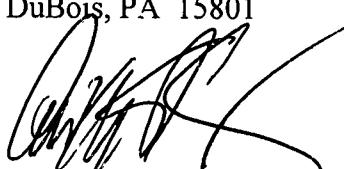
I hereby certify that on this 18th day of April, 2006 a true and correct copy of Defendant
ANTHONY DILULLO's Pre-Trial Statement was served upon the following persons by United
States First Class Mail, postage prepaid:

ROSS F. FERRARO, ESQUIRE
FERRARO, KRUK & FERRARO, LLP
690 Main Street
Brockway, PA 15824
(Via facsimile also)

EARLE D. LEES, ESQUIRE
109 N. Brady Street
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DuBois, PA 15801

JOSEPH COLAVECCHI, ESQUIRE
COLAVECCHI & COLAVECCHI
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P.O. Box 131
Clearfield, PA 16830

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

By: 

Christopher E. Mohney, Esquire