

05-758-CD
R. Pringle vs. M. Sullivan

2005-758-CD
Ronald Pringle et al v. Mark Sullivan et al

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

Ronald Pringle, d/b/a,
All County Contracting,

CIVIL DIVISION

Plaintiff,

No. *05-758-CD*

Vs.

Mark Sullivan, d/b/a,
Sullivan Company,

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 judgement may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff(s). You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

Pennsylvania Lawyer Referral Service
800-692-7375

FILED

(16)
MAY 25 2005

m/3:15/mgs

William A. Shaw
Prothonotary

2cc Shff

1cc Atty

Atty pd 85.00

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

Ronald Pringle, d/b/a,
All County Contracting,

CIVIL DIVISION

Plaintiff

No.

vs.

Mark Sullivan, d/b/a,
Sullivan Company,

Defendant.

COMPLAINT IN CIVIL ACTION

AND NOW comes Ronald Pringle, d/b/a All County Contracting, by and through its counsel, Gregory M. Bazylak, Esquire, who files the following Complaint in Civil Action and in support thereof, avers as follows:

1. Plaintiff, Ronald Pringle, d/b/a, All County Contracting, (hereinafter Plaintiff) is a sole proprietorship doing business within the Commonwealth of Pennsylvania, having a business address of R.D. #1, Box 271, Falls Creek, Pennsylvania 15840.

2. Defendant, Mark Sullivan, d/b/a Sullivan Company, (hereinafter Defendant) is, upon information and belief, a sole proprietorship doing business within the Commonwealth of Pennsylvania having a business address of P.O. Box 112, Dubois, Pennsylvania, 15801.

3. Plaintiff is a general contractor, providing construction services in and about the Dubois, Western Pennsylvania area.

4. October 25, 2004 Plaintiff and defendant entered into an agreement in which defendant hired plaintiff to install a roof, and gutters and spouting on a building located in Dubois, Clearfield County, Pennsylvania known as "Cataldo's Collision". See attached Exhibit "A".

5. By the terms of the agreement plaintiff was to install a complete roof including; steel soffit and fascia, commercial box gutters, commercial spouting and ice rails where required.

6. By the terms of the agreement Defendant was to pay Plaintiff a total of \$28,000.00 for the purchase and installation of the roof and the other items listed in No. 5 above.

7. By the terms of the agreement Defendant was to pay Plaintiff \$10,000.00 when the materials were delivered to the site and the remaining balance of \$18,000.00 upon completion of the installation.

8. Material was delivered to the job site, namely Cataldo's Collision, on or about November 15, 2004.

9. Defendant tendered a check for the initial \$10,000.00 on or about November 15, 2004.

10. On or about November 15, 2004, Plaintiff began work on the Cataldo Collision Roof.

11. During construction defendant requested that an additional section of roof vent and snow rails be added.

12. Plaintiff completed all work per the terms of the agreement including the additional ridge vent and snow rails within three to four weeks after start date.

13. On January 24, 2005, Plaintiff submitted a final invoice to Sullivan Company for the balance due under the agreement, namely, \$19,260.00. See attached Exhibit "B"

14. Plaintiff has received no response from defendant after numerous requests for payment.

15. On April 4, 2005, Plaintiff again sent an invoice in the amount of \$19,842.13. See attached Exhibit "C". The sum of \$19,842.13 includes a finance charge in the amount of \$582.13.

16. Plaintiff has received no response from defendant following the issuance of the April 4, 2005 Invoice.

17. Defendant is in default of the agreement by not tendering the balance due under this agreement, namely, \$19,260.00 upon completion of the project.

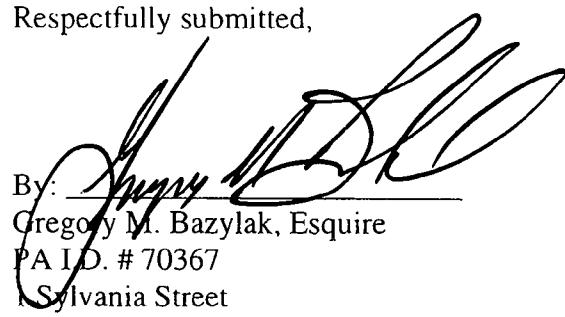
18. As a result of Plaintiff's breach of the above listed Construction Agreement, defendant owes plaintiff compensation for all services and material rendered under this agreement. See Exhibit "A".

19. Further as a result of defendant's breach of the agreement and forcing plaintiff to enforce its legal rights, plaintiff is entitled to reasonable expenses including attorney's fees incurred in enforcing its rights under the Agreement.

20. Plaintiff avers that the balance due amounts to \$19,842.13 plus reasonable expenses and attorney fees.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$19,842.13 with appropriate interest, attorney fees and costs.

Respectfully submitted,

By: 
Gregory M. Bazylak, Esquire
PA I.D. # 70367
1 Sylvania Street
Brookville, PA 15825
(814) 849-1278

VERIFICATION TO COMPLAINT

Plaintiff verifies that he is the Plaintiff in the foregoing action; that the foregoing Complaint is based upon information which he has furnished to his counsel and information which has been gathered by his counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not the Plaintiff. Plaintiff has read the Complaint and to the extent that the Complaint is based upon information which has been given to his counsel, it is true and correct to the best of his knowledge, information and belief. To the extent that the content of the Complaint is that of counsel, he has relied upon counsel in making this Affidavit. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

5/5/06
Date

x Ronald L. Pringle
RONALD L. PRINGLE

- Roof Restoration
- New Construction
- Written Guarantee
- Free Estimates
- Elastomeric Systems
- Reconstruction & Repairs
- Expert Craftsmanship
- 24 hr. Emergency Service

Commercial Industrial

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Call Toll Free
800-388-8602

NOBODY COVERS
YOU BETTER®

R. PRINGLE

Firestone Certified Contractor
R.D. 1, BOX 271
FALLS CREEK, PA 15840

| | | |
|--|---------------------|----------|
| PROPOSAL SUBMITTED TO SULLIVAN COMPANY | PHONE | P.O.# |
| PO BOX 1112 | JOB NAME | DATE |
| DUBOIS PA | CATALDO'S COLLISION | 10/19/04 |
| ARCHITECT | JOB LOCATION | |
| | DUBOIS PA | |
| | JOB PHONE | |

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

\$ 10,000 WHEN MATERIALS DELIVERED, BALANCE UPON COMPLETION (\$ 28,000 TOTAL).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below 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 covered by Workmen's Compensation insurance.

We hereby submit specifications and estimates for:

INSTALL STANDING SEAM 24ga STEEL ROOFING

ON COMPLETE ROOF. INSTALL STEEL SOFFIT AND FACIA TO MATCH

INSTALL COMMERCIAL BOX GUTTERS TO MATCH

COMMERCIAL SPOUTING WILL HAVE TO BE ALUMINUM AND PAINTED TO MATCH

INSTALL ICE RAILS WHERE ARCHITECTURAL DRAWINGS SPECIFY

Authorized
Signature _____

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

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF
THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

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.

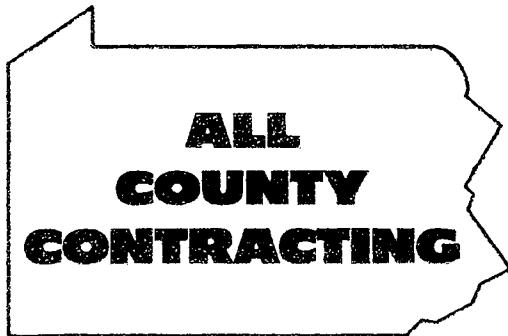
Date of Acceptance: 10-25-04

Signature _____

Mkt. Sullivan

Exhibit A

Firestone
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R.D. #1, Box 271
Falls Creek, PA 15840
(814) 371-6522

TOLL FREE
1-800-388-8602

INVOICE

DATE 1/24/05

TO:

SULLIVAN COMPANY
P.O. 112
DUBOIS PA 15801

FOR:

STANDING SEAM ROOFING
CATALDO'S COLLISION
DUBOIS PA

TOTAL FOR THE JOB \$ 28,000

EXTRA WORK:

30'ft RIDGE VENT \$10 PER FT 300

EXTRA SNOW RAILS 960

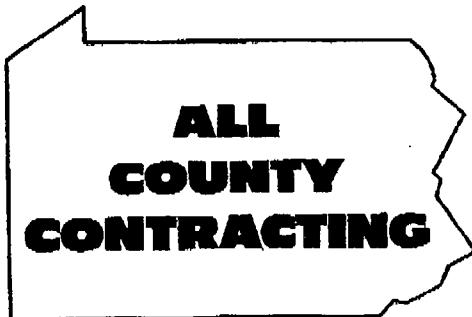
TOTAL \$ 29,260

RECEIVED \$ 10,000

TOTAL DUE \$ 19,260

"Exhibit A"

Firestone
BUILDING PRODUCTS
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R.D. #1, Box 271
Falls Creek, PA 15840
(814) 371-6522

TOLL FREE
1-800-388-8602

INVOICE

4/4/05

TO:

SULLIVAN COMPANY
P.O. 112
DUBOIS PA 15801

FOR:

STANDING SEAM ROOFING
CATALDO'S COLLISION
DUBOIS PA

| AMOUNT DUE | \$ 19,260 |
|----------------|--------------|
| FINANCE CHARGE | 582.13 |
| TOTAL PAST DUE | \$ 19,842.13 |

RONALD PRINGLE

"Exhibit C"

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

Ronald Pringle, d/b/a,
All County Contracting,

Plaintiff,

Vs.

Mark Sullivan, d/b/a,
Sullivan Company,

Defendant.

CIVIL DIVISION

No. 2005-758 C.D.

ENTRY OF APPEARANCE

Filed on behalf of:
Plaintiff, Ronald Pringle, d/b/a,
All County Contracting

Counsel of Record
for this Party:

Gregory M. Bazylak, Esquire
PA I.D. No.: 70367

Gregory M. Bazylak, Esquire
1 Sylvania Street
Brookville, PA 15825
(814) 849-1278

FILED

MAY 25 2005

5/315/c

William A. Shaw
Prothonotary
cc/c

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

Ronald Pringle, d/b/a,
All County Contracting,

Plaintiff,

Vs.

No.

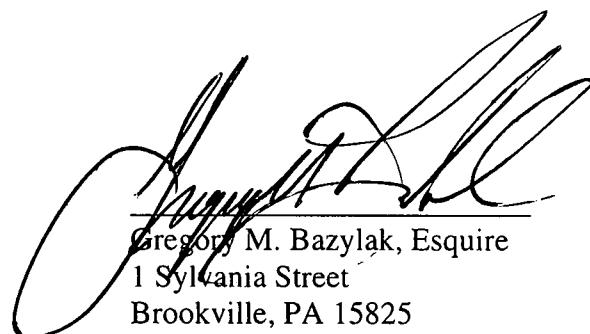
C.D.

Mark Sullivan, d/b/a,
Sullivan Company,

Defendant.

ENTRY OF APPEARANCE

Please enter my appearance on behalf of, Ronald Pringle, d/b/a, All County Contracting, Plaintiff in the above captioned case.



Gregory M. Bazylak, Esquire
1 Sylvania Street
Brookville, PA 15825
(814) 849-1278
Pa. I.D. No. 70367

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100507
NO: 05-758-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: RONALD PRINGLE, d/b/a, ALL COUNTY CONTRACTING
vs.
DEFENDANT: MARK SULLIVAN, d/b/a, SULLIVAN COMPANY

SHERIFF RETURN

NOW, June 01, 2005 AT 1:00 PM SERVED THE WITHIN COMPLAINT ON MARK SULLIVAN, d/b/a, SULLIVAN COMPANY DEFENDANT AT MEETING PLACE, TREASURE LAKE MAIN GATE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARK SULLIVAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

c&FILED
9/2/30/05
JUN 02 2005

William A. Shaw
Prothonotary/Clerk of Courts

| PURPOSE | VENDOR | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE | BAZYLAK | 876 | 10.00 |
| SHERIFF HAWKINS | BAZYLAK | 876 | 33.39 |

Sworn to Before Me This

____ Day of _____ 2005

So Answers,

Chester A. Hawkins
by Marilyn Harris

Chester A. Hawkins
Sheriff

COPY

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

Ronald Pringle, d/b/a,
All County Contracting,

CIVIL DIVISION

Plaintiff,

No. 2005-758-C0

Vs.

Mark Sullivan, d/b/a,
Sullivan Company,

Defendant.

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Court Administrator
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

Pennsylvania Lawyer Referral Service
800-692-7375

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

MAY 25 2005

Attest.

William L. Chan
Prothonotary/
Clerk of Courts

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

Ronald Pringle, d/b/a,
All County Contracting,

CIVIL DIVISION

Plaintiff

No.

vs.

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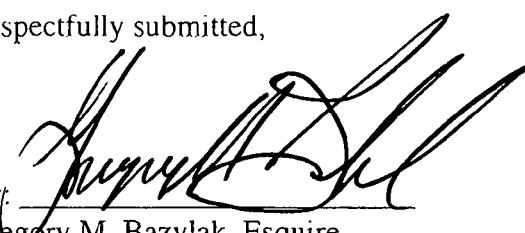
18. As a result of Plaintiff's breach of the above listed Construction Agreement, defendant owes plaintiff compensation for all services and material rendered under this agreement. See Exhibit "A".

19. Further as a result of defendant's breach of the agreement and forcing plaintiff to enforce its legal rights, plaintiff is entitled to reasonable expenses including attorney's fees incurred in enforcing its rights under the Agreement.

20. Plaintiff avers that the balance due amounts to \$19,842.13 plus reasonable expenses and attorney fees.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$19,842.13 with appropriate interest, attorney fees and costs.

Respectfully submitted,

By: 
Gregory M. Bazylak, Esquire
PA I.D. # 70367
1 Sylvania Street
Brookville, PA 15825
(814) 849-1278

VERIFICATION TO COMPLAINT

Plaintiff verifies that he is the Plaintiff in the foregoing action; that the foregoing Complaint is based upon information which he has furnished to his counsel and information which has been gathered by his counsel in the preparation of the lawsuit. The language of the Complaint is that of counsel and not the Plaintiff. Plaintiff has read the Complaint and to the extent that the Complaint is based upon information which has been given to his counsel, it is true and correct to the best of his knowledge, information and belief. To the extent that the content of the Complaint is that of counsel, he has relied upon counsel in making this Affidavit. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

5/5/06
Date

x Ronald L. Pringle
RONALD L. PRINGLE

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Industrial

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Call Toll Free
800-388-8402

NOBODY COVERS
YOU BETTER®

R. PRINGLE

Firestone Certified Contractor
R.D. 1, BOX 273
FALLS CREEK, PA 15840

| | | |
|--|--|-------------------------|
| PROPOSAL SUBMITTED TO SULLIVAN COMPANY | PHONE | P.O.# |
| PO BOX 1112 DUBOIS PA | JOB NAME CATALDO'S COLLISION | DATE 10/19/04 |
| ARCHITECT | JOB LOCATION DUBOIS PA | JOB PHONE |
| | | |

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

\$ 10,000 WHEN MATERIALS DELIVERED, BALANCE UPON COMPLETION (\$ 28,000 TOTAL).
Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below 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 covered by Workmen's Compensation insurance.

Authorized
Signature _____

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

We hereby submit specifications and estimates for:

INSTALL STANDING SEAM 24GA STEEL ROOFING

ON COMPLETE ROOF. INSTALL STEEL SOFFIT AND FACIA TO MATCH

INSTALL COMMERCIAL BOX GUTTERS TO MATCH.

COMMERCIAL SPOUTING WILL HAVE TO BE ALUMINUM AND PAINTED TO MATCH

INSTALL ICE RAILS WHERE ARCHITECTURAL DRAWINGS SPECIFY

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF
THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

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.

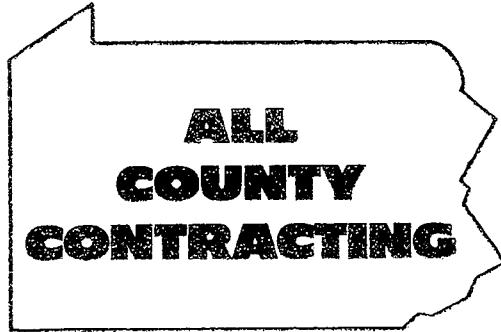
Date of Acceptance: 10-25-04

Signature

Mkt. Sillner

Exhibit A

Firestone
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R.D. #1, Box 271
Falls Creek, PA 15840
(814) 371-6522

TOLL FREE
1-800-388-8602

INVOICE

DATE 1/24/05

TO:

SULLIVAN COMPANY
P.O. 112
DUBOIS PA 15801

FOR:

STANDING SEAM ROOFING
CATALDO'S COLLISION
DUBOIS PA

| | |
|-------------------|-----------|
| TOTAL FOR THE JOB | \$ 28,000 |
|-------------------|-----------|

EXTRA WORK:

| | |
|------------------------------|-----|
| 30'ft RIDGE VENT \$10 PER FT | 300 |
|------------------------------|-----|

| | |
|------------------|-----|
| EXTRA SNOW RAILS | 960 |
|------------------|-----|

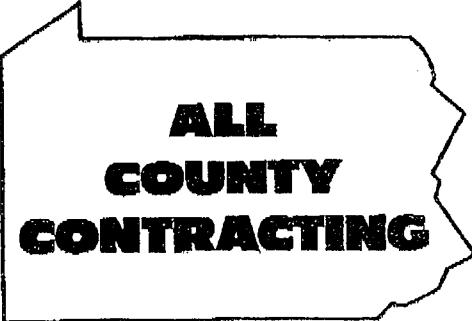
| | |
|-------|-----------|
| TOTAL | \$ 29,260 |
|-------|-----------|

| | |
|----------|-----------|
| RECEIVED | \$ 10,000 |
|----------|-----------|

| | |
|-----------|-----------|
| TOTAL DUE | \$ 19,260 |
|-----------|-----------|

"Exhibit B"

Firestone
BUILDING PRODUCTS
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R.D. #1, Box 271
Falls Creek, PA 15840
(814) 371-6522

TOLL FREE
1-800-388-8602

INVOICE

4/4/05

TO:

SULLIVAN COMPANY
P.O. 112
DUBOIS PA 15801

FOR:

STANDING SEAM ROOFING
CATALDO'S COLLISION
DUBOIS PA

| | AMOUNT DUE | \$ 19,260 |
|----------------|------------|--------------|
| FINANCE CHARGE | | 582.13 |
| TOTAL PAST DUE | | \$ 19,842.13 |

RONALD PRINGLE

"Exhibit C"

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

Ronald Pringle, d/b/a,
All County Contracting,

CIVIL DIVISION

Plaintiff,

vs.

No. 2005 – 758 CD

Mark Sullivan, d/b/a,
Sullivan Company,

**Type of Pleading: PRAECIPE TO
SETTLE, DISCONTINUE AND
END**

Defendant.

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
GREGORY M. BAZYLAK, ESQUIRE
SUPREME COURT I.D. # 70367

2 Sylvania Street
Brookville, PA 15825

Voice: (814) 849-1278
Fax: (814) 849-1294

FILED ^{No CC}
7/2/05 No Certificate
JUL 29 2005 *requested, no return envelope*
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA
GW

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

Ronald Pringle, d/b/a,
All County Contracting,

CIVIL DIVISION

Plaintiff,

vs.

No. 2005 – 758 CD

Mark Sullivan, d/b/a,
Sullivan Company,

Defendant.

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO THE PROTHONOTARY:

Kindly mark the above-captioned action settled, discontinued and ended.

Date:

7/26/05

Gregory M. Bazylak, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

 COPY

**Ronald Pringle, d/b/a
All County Contracting**

Vs. **No. 2005-00758-CD**
**Mark Sullivan, d/b/a
Sullivan Company**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on July 29, 2005, marked:

Settled, Discontinued and Ended

Record costs in the sum of \$85.00 have been paid in full by Gregory M. Bazylak, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 29th day of July A.D. 2005.

William A. Shaw, Prothonotary