

05-1289-CD  
Red Dragon Enter. Vs C. Coscarelli

Red Dragon Enterprise vs Colleen Coscarelli  
2005-1289-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Red Dragon Enterprise CIVIL ACTION  
(Plaintiff)

1828 Church Hill Rd No. 2005-1289-C0  
(Street Address)

Morrisdale, PA 16858  
(City, State ZIP)

Type of Case: \_\_\_\_\_

Type of Pleading: District Judge

vs.

Colleen Joyce Cascarelli  
(Defendant)

Filed on Behalf of:

Colleen Joyce Cascarelli  
(Plaintiff/Defendant)

FILED

AUG 24 2005

07.20.2005

William A. Shaw  
Prothonotary/Clerk of Courts

124 White Oak Dr  
(Street Address)

Lower Burrell, PA  
(City, State ZIP)

15068

Colleen Joyce Cascarelli  
(Filed by)

124 White Oak Dr  
(Address)

Lower Burrell PA 15068  
(Phone)

1724 3392633

Colleen Joyce Cascarelli  
(Signature)

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

CLEARFIELD County  
JUDICIAL DISTRICT

46TH

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-1289-CJ

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>Colleen Joyce Coscarelli</i>	MAG. DIST. NO. OR NAME OF D.J. <i>46-3-03 Michael A. Rudella</i>
ADDRESS OF APPELLANT <i>124 White Oak Drive New Kensington PA</i>	CITY STATE <i>PA 15068</i>
DATE OF JUDGMENT <i>July 29 2005</i>	IN THE CASE OF (Plaintiff) <i>Red Dragon Enterprise</i>
CLAIM NO. CV LT	(Defendant) <i>vs. Colleen Joyce Coscarelli</i>
SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT <i>[Signature]</i>	
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.  _____ 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 Red Dragon Enterprise, appellee(s), to file a complaint in this appeal  
(Common Pleas No. 2005-1289-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.  
  
Colleen Joyce Coscarelli  
Signature of appellant or his attorney or agent

RULE: To Red Dragon Enterprise, 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: Aug. 24, 2005

*W. Shaw*

Signature of Prothonotary or Deputy

FILED

AUG 24 2005  
01/12:20 pm

William A. Shaw  
Prothonotary/Clerk of Courts  
Appeal Mailed to PLFF & D.J.  
Rudella  
to Appellant

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; ss

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

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

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

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

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

COURT OF COMMON PLEAS  
 CLEARFIELD COUNTY  
 JUDICIAL DISTRICT

46TH

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2005-1289-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>Colleen Joyce Coscarelli</b>	MAG. DIST. NO. OR NAME OF D.J. <b>46-3-03 Michael A. Reddell</b>
ADDRESS OF APPELLANT <b>124 White Oak Drive New Kensington PA 15068</b>	CITY STATE ZIP CODE
DATE OF JUDGMENT <b>July 29 2005</b>	IN THE CASE OF (Plaintiff) <b>Red Dragon Enterprise</b>
CLAIM NO. <b>CV</b>	(Defendant) <b>vs. Colleen Joyce Coscarelli</b>
LT	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT

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

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

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 Red Dragon Enterprise, appellee(s), to file a complaint in this appeal  
 Name of appellee(s)

(Common Pleas No. 2005-1289-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Colleen Joyce Coscarelli  
 Signature of appellant or his attorney or agent

RULE: To Red Dragon Enterprise, 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: Aug. 24, 2005

Colleen Joyce Coscarelli

Signature of Prothonotary or Deputy

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

01 AUG 24 2005

Attestation made before me this 1st day of August 2005.  
 Prothonotary  
 Clerk of Courts  
 Court to Appellant

---

## 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.

SIGNED (AFFIRMED) AND SUBSCRIBED BEFORE ME

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

*Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

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

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA**

Telephone: **(814) 345-6789**

**16847-0444**

**MICHAEL A. RUDELLA**  
**131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA 16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**RED DRAGON ENTERPRISE**  
**1828 CHURCH HILL RD**  
**MORRISDALE, PA 16858**

NAME and ADDRESS

DEFENDANT:

**COSCARELLI, COLLEEN JOYCE**  
**124 WHITE OAK DRIVE**  
**LOWER BURELL, PA 15068**

VS.

Docket No.: **CV-0000127-05**  
Date Filed: **6/02/05**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**

Judgment was entered for: (Name) **RED DRAGON ENTERPRISE**

Judgment was entered against: (Name) **COSCARELLI, COLLEEN JOYCE**

in the amount of \$ **569.50** on: (Date of Judgment) **7/29/05**

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

Damages will be assessed on: \_\_\_\_\_

This case dismissed without prejudice. \_\_\_\_\_

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

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

Amount of Judgment	\$ <b>500.00</b>
Judgment Costs	\$ <b>69.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
Total	\$ <b>569.50</b>
Post Judgment Credits	\$ <b>—</b>
Post Judgment Costs	\$ <b>—</b>
<b>Certified Judgment Total \$ 569.50</b>	

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

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

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

7-29-05 Date M. A. Rudella, Magisterial District Judge

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

8/11/05 Date M. A. Rudella, Magisterial District Judge

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

SEAL

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

MDJ Name: Hon.

**MICHAEL A. RUDELLA**

Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**

Telephone: **(814) 345-6789**

**16847-0444**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**RED DRAGON ENTERPRISE  
1828 CHURCH HILL RD  
MORRISDALE, PA 16858**

VS.

DEFENDANT:

NAME and ADDRESS

**COSCARELLI, COLLEEN JOYCE  
124 WHITE OAK DRIVE  
LOWER BURELL, PA 15068**

**MICHAEL A. RUDELLA  
131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA 16847-0444**

Docket No.: **CV-0000127-05**  
Date Filed: **6/02/05**



2005-1289-C0

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**FOR PLAINTIFF**

Judgment was entered for: (Name) **RED DRAGON ENTERPRISE**

Judgment was entered against: (Name) **COSCARELLI, COLLEEN JOYCE**

in the amount of \$ **569.50** on: (Date of Judgment) **7/29/05**

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**

Amount of Judgment	\$ <b>500.00</b>
Judgment Costs	\$ <b>69.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
Total	\$ <b>569.50</b>
AUG 3 2005	
o/1451	
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>William A. Shaw</b>	
Prothonotary	
Certified Judgment Total \$ <b>569.50</b>	

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

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

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

7-29-05 Date

M A Rudella

, Magisterial District Judge

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

8/25/05 Date

M Rudella

, Magisterial District Judge

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

SEAL

AOPC 315-05

DATE PRINTED: **7/29/05 4:44:03 PM**

FILED

AUG 3 1 2005

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL DIVISION - LAW

FILED  
012-59801  
SEP 29 2005

William A. Shaw  
Prothonotary/Clerk of Courts  
2CC Piff

JAMES KRASINSKI, JR., ALSO t/d/b/a  
RED DRAGON ENTERPRISE, :  
: CLEARFIELD COUNTY,  
: PENNSYLVANIA  
: Plaintiff : CIVIL ACTION - 2005-1289-CD  
: vs. :  
COLLEEN JOYCE COSCARELLI, an individual, :  
: Defendant :

***COMPLAINT***

AND NOW, comes the Plaintiff, James Krasinski, Jr., and files the following  
Complaint of which the following is averred:

1. The Plaintiff is James Krasinski, Jr., t/d/b/a Red Dragon Enterprise, residing at 1828 Churchill Road, Morrisdale, Pennsylvania, 16858.
2. The Defendant is Colleen Joyce Coscarelli, an individual, residing at 124 White Oak Drive, Lower Burrell, Pennsylvania, 15068.
3. At all relevant times herein the Defendant was the owner or controlling interest of real property located on 2<sup>nd</sup> Street, Kylertown, Cooper Township, Clearfield County, Pennsylvania.
4. The Defendant engaged the Plaintiff to perform various aspects of contracting work, cleanup work, repairs and restoration on or about June 2004.

5. At the time the initial conversation occurred, the parties discussed what Defendant wanted done with the house. The estimate included only a few items of what was actually performed.

6. At that time, Plaintiff quoted the Defendant a price of approximately \$488.00.

7. During the course of work which was being performed on and off from June of 2004 until October 31, 2004, the Defendant made various requests for additional and changed work to be performed by the Plaintiff.

8. At the end of October 2004, the Plaintiff performed the following duties and paid the following costs to the real property referenced above, which was all at the request of the Defendant, in the amount of \$668.27. (A true and correct copy of the sales slip and bill provided by Plaintiff to Defendant is attached hereto and marked as Exhibit "A").

### ***COUNT I***

Paragraphs 1 through 8 are incorporated by reference as though the same were set forth in full length herein.

9. The parties agreed that the Plaintiff was going to perform the above referenced work, and he did in fact perform said work in a workman like and professional manner.

10. The Defendant promised to pay for the services performed by the Plaintiff.

11. On or about September 28, 2004 and October 31, 2004, the Plaintiff requested and demanded that Defendant pay the sum of \$668.27. Despite the fact that the Plaintiff demanded that payment be made, Defendant has refused to pay for said services and products.

12. Plaintiff alledges that the Defendant has breached the oral contract agreed upon by the parties.

WHEREFORE, Plaintiff, James Krasinski, Jr., respectfully requests this Honorable Court to enter judgment in his favor and against the Defendant in the amount of \$668.27 plus costs of suit and interest.

***COUNT I***  
***QUANTUM MERIT***

Paragraphs 1 through 12 are incorporated by reference as though the same were set forth in full length herein.

13. The Plaintiff performed various items of contracting, cleanup and repair work at the request of the Defendant.

14. The Plaintiff presented the Defendant with a bill for his services in the amount of \$668.27 as evidenced on the invoice attached hereto as Exhibit "A".

15. The fair market value of the services performed by the Plaintiff at the request of Defendant and to Defendant's real property amounts to the sum of \$668.27.

WHEREFORE, Plaintiff, James Krasinski, Jr., respectfully requests this Honorable Court to enter judgment in his favor and against the Defendant in the amount of \$668.27 plus costs of suit and interest.

***COUNT III***  
***UNJUST ENRICHMENT***

Paragraphs 1 through 15 are incorporated by reference as though the same were set forth in full length herein.

16. The Plaintiff performed various services at the request of the Defendant. The said services in the form of repairs, renovation and cleanup were made to real property owned and/or controlled by the Defendant.

17. The real property is located at 2<sup>nd</sup> Street, Kylertown, Cooper Township, Clearfield County, Pennsylvania.

18. Defendant informed the Plaintiff that she would pay for the services being performed by the Plaintiff.

19. The Plaintiff, detrimentally relying upon the Defendant's promise to pay for said services, performed the services in good faith. By way of further pleading, the Plaintiff paid out various items of costs for materials that were put into Defendant's home.

20. The Defendant's real property has been enhanced in value due to the services and materials performed and given by the Plaintiff.

21. The value of services and materials provided by the Plaintiff to the Defendant amounts to \$668.27.

22. The Defendant has been unjustly enriched due to the services and performance provided by the Plaintiff.

WHEREFORE, Plaintiff, James Krasinski, Jr., respectfully requests this Honorable Court to enter judgment in his favor and against the Defendant in the amount of \$668.27 plus costs of suit and interest.

Respectfully submitted,



James Krasinski, Jr.  
Plaintiff

## SALES SLIP

Red dragon Enterprise  
1828 Churchill Road  
Morrisondale PA, 16858

Sold To Colleen

Address Kyle Town

ALL claims and returned goods MUST be accompanied by this bill.

1997353

Rec'd by

## SALES SLIP

Red dragon Enterprises  
1828 Churchill Road  
Morrison PA, 16858

Customer's Phone \_\_\_\_\_  
Order No. No. 814-845-6345 Date 9/28/04

Sold To Colleen  
Address Kyle Town

ALL claims and returned goods **MUST** be accompanied by this bill.

1997343

Rec'd by

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

CIVIL DIVISION-LAW

FILED NO  
M/25/2005 CC  
OCT 3 1 2005 (S)

William A. Shaw  
Prothonotary/Clerk of Courts

James Krasinski, JR, also t/d/b/a  
Red Dragon Enterprises,

Plaintiff

CASE No 2005-1289-CD

Assigned To Case by Prothonotary

Vs.

Colleen Joyce Coscarelli, an individual,

Defendant

ANSWER

And now, comes the Defendant, Colleen Joyce Coscarelli, and files the following Answer to which the following is averred:

Paragraph 1. of the complaint is admitted.

Paragraph 2. of the complaint is admitted.

Paragraph 3. of the complaint is admitted.

Paragraph 4. of the complaint is partly true and partly false. The defendant did engage the plaintiff to perform various aspects of contracting work, cleanup, and repair. The Real Estate Company who contracted the defendant to sell the property, highly suggested that the defendant should have the plaintiff to do the repair work to be able to sell the house. For repair work which started on or about May 2004 plaintiff was instructed to tear out tile on the kitchen floor which agreed he could cut the sub flooring which bucked at the kitchen sink. Plaintiff did agree he could tear out no more than 2' x 12" tiles. Plaintiff ripped out the whole kitchen floor without asking or discussing the change in the floor plans to the defendant and removed two of the toilets when plaintiff was instructed to remove only one toilet. Plaintiff removed a second toilet without discussing with the defendant.

Paragraph 5. of the complaint is denied. Paragraph 5 is a contradiction to what plaintiff is admitting to in paragraph 4. Plaintiff quoted an amount for all work at completion to be 600.00. A list of 16 items are in one of my certified letters I am holding as witnesses. Only a few items were completed, when plaintiff quoted all sixteen and only 4 items were repaired.

Paragraph 6. of the complaint is denied. The quote for services of the sixteen items was 600.00 The plaintiff admitted to the magistrate that the plaintiff did quote 600.00

Paragraph 7 of the complaint is denied. The course of work started in May of 2004 and ended in September 2004. The defendant never made various requests for additional and changed work to be performed by the plaintiff. When plaintiff admitted at 2<sup>nd</sup> st Kylertown in front of a witness that the windows removed from the defendants shed the day after plaintiff/defendant's first meeting at the house in question. Plaintiff said in front of a witness" the windows are down at my house".

Paragraph 8 of the compliant is denied. The plaintiff claims in his complaint that he performed duties to the end of October 2004. Never did any cost fall upon the plaintiff. All supplies were brought to 2<sup>nd</sup> st Kylertown, defendant's home by way of defendant and defendant's son. The two sales slips were given to defendant by the plaintiff October 31 2004. The plaintiff was fired end of Sept 2004 because of all the mistakes made by the plaintiff toward the defendant. The sales slip numbered 1997343 was given to defendant by the plaintiff. The service calls plaintiff claims defendant owes plaintiff money is incorrect. The real estate agent, plaintiff's sister, lost defendants house keys and a key that was always kept on kitchen window sill for the shed was lost also. Plaintiff said to defendant plaintiff was a locksmith. He also said he has been going through the living room window left open by plaintiff until plaintiff put o a new lock which was supplied by defendant after time of the lost keys. Plaintiff said to defendant there was no problem to open the shed. Plaintiff said, "I can pick the lock any time".

Paragraph 9. of the complaint is denied. Defendant had several complaints of the manner plaintiff conducted himself with work done without discussing with defendant. Being plaintiff did a few of the items plaintiff cost defendant 263.44 for new supplied without asking defendants permission. Defendant bought new materials and delivered them because there was now no other choice since the kitchen floor and 2<sup>nd</sup> toilet were now removed without permission.

Paragraph 10 of the complaint is denied. The plaintiff was requested to defendant for the repairs by the real estate agent whom the defendant signed a contract to sell the property. The real estate agent, sister of the plaintiff, suggested to defendant the plaintiff will be paid after the sell of the property in question. The real estate agent did not sell the property. The contract ran out in February 2005.

Paragraph 11 of the complaint is partly true and partly false. The part that is true, the plaintiff submitted a bill to defendant on October 31 2004. The part that is false, Aprox. 1<sup>st</sup> week of September 2004, Plaintiff admitted to defendant that plaintiff removed 7 windows from the defendants shed on said property, 2<sup>nd</sup> st Kylertown Cooper Township Clearfield county PA. Which defendant repeatedly asked plaintiff where are the windows. On the first day of the meeting defendants son told the plaintiff that he could take the windows but when the defendant was told this by her son defendant called the

plaintiff the same day and told him that the windows were not to be taken. Plaintiff admitted to the magistrate that he removed the windows.

Paragraph 12 of the complaint is denied. Defendant alleges that the plaintiff has breached the oral contract agreed upon by the parties that plaintiff admitted to the magistrate that the oral contract was 600.00 and only  $\frac{1}{4}$  of the work was completed.

Paragraph 13. of the complaint is denied. Plaintiff only completed a few items which plaintiff changed on his own without permission.

Paragraph 14 of the complaint is admitted.

Paragraph 15 of the complaint is denied. Plaintiff did not perform the work promised with oral contract of 600.00.

Paragraph 16 of the complaint is admitted.

Paragraph 17 of the complaint is admitted.

Paragraph 18 of the complaint is admitted.

Paragraph 19 of the complaint is denied. Plaintiff never had to pay for costs of material for defendants house.

Paragraph 20. of the complaint is denied. Defendant had to hire someone else to complete the work not done by the plaintiff just to be able to sell the home. That contractor was paid in full for his services rendered due to the speed and completion of his work to the owner's specifications. Plaintiff not only did not increase the property value plaintiff caused more money to be spent for the small amount plaintiff completed. The property had to be completed by another contractor just to be sold with no extra money made for the defendant on the home value.

Paragraph 21 of the complaint is denied. Plaintiff only completed  $\frac{1}{4}$  of the work quoted as 600.00 to the defendants, and plaintiff did not acquire any additional costs.

Paragraph 22 of the complaint is denied. Defendant was not enriched by the Plaintiff due to the added costs of the additional materials and 2<sup>nd</sup> contractor that had to be hired to complete the work not completed by the plaintiff. Defendant feels that she has not only not been enriched but has been mentally harmed by the harassment of the plaintiff.

"New Matter"

Defendant had every intention to pay plaintiff for only the work completed however, when Defendant called Plaintiff to offer \$200.00 for completion of one fourth of the work and Plaintiff did not honor his oral contract of \$600.00 for all work he promised for the sell of the house as the Real Estate said to the Defendant what was needed completed. Plaintiff said with the Defendants call Plaintiff refused and said "no way I want all I can get from you plus costs, plus interest, etc. Defendant could see with that call, this matter needs to be settled in court. At the advise of an attorney defendant was told to settle this matter in court due to all the treatment from the plaintiff and the Real Estate Agent. The agent was removed from the contract and the Plaintiff was told not to go back to the 2<sup>nd</sup> St. Kylertown house in question from the owner of the agency. The owner of the Reality World Agency called and apologized to the defendant for all the mistreatment from the plaintiff and also said the plaintiff does not officially work for the agency. Plaintiff cuts grass etc. for empty homes plaintiff's sister may contract said the owner of the agency. The owner of the agency asked the defendant if it was o.k. to keep the contract with the defendant until the contract ran out in Feb. of 2005. The conversation took place with the defendant and the owner of the agency in the beginning of November 2004.

WHEREFORE, defendant, Colleen Joyce Coscarelli respectfully requests this Honorable Court to enter judgment in her favor and against the Plaintiff in the amount of \$200.00.

Respectfully submitted,

*Colleen Joyce Coscarelli*  
Colleen Joyce Coscarelli  
Defendant

I verify that the statements made in this Answer are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

Red Dragon Enterprises  
(Plaintiff)

1828 church hill rd  
(Street Address)

morrisdale PA 16858  
(City, State ZIP)

CIVIL ACTION

No. 2005-01289-C

Type of Case: \_\_\_\_\_

Type of Pleading: \_\_\_\_\_

VS.

Cascarelli, colleen Joyce  
(Defendant)

124 white oak Drive  
(Street Address)

Lower Burrell, PA 15068  
(City, State ZIP)

Filed on Behalf of:

James Kwasinski Jr.  
(Plaintiff/Defendant)

FILED pd 20-00 P187  
of 1:44pm No CL  
S JAN 06 2010 ⑥

William A. Shaw  
Prothonotary/Clerk of Courts

James Kwasinski Jr.  
(Filed by)

1828 church hill rd morrisdale PA 16858  
(Address)

(814) 592-6347  
(Phone)

James Kwasinski Jr.  
(Signature)

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): Red Dragon Enterprises  
1828 Churchhill Rd  
Morrisdale PA 16858 Case Number: 2005-01289-CD

Defendant(s): Coscarelli, Colleen Joyce  
124 White Oak Drive  
Lower Burrell, PA 15068

**To the Prothonotary:**

Arbitration Limit: \_\_\_\_\_  
Type Trial Requested:  Jury  Non-Jury  Arbitration  
Estimated Trial Time: \_\_\_\_\_

Jury Demand Filed By: \_\_\_\_\_  
Date Jury Demand Filed: \_\_\_\_\_

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.

James P. Krasinski  
(Signature)

11/6/09/2010  
(Date)

For the Plaintiff: Red Dragon Enterprises (814)592-6347 Telephone Number

For the Defendant: James P. Krasinski, Colleen Joyce Telephone Number  
124 White Oak Drive Lower Burrell, PA 15068

For Additional Defendant: \_\_\_\_\_ Telephone Number

Certification of Current Address for all parties or counsel of record:

Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

FILED

JAN 06 2010

William A. Shaw  
Prothonotary/Clerk of Courts

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

RED DRAGON ENTERPRISES

vs.

No. 2005-1289-CD

COLLEEN JOYCE COSCARELLI

**ORDER**

AND NOW, this 27<sup>th</sup> day of April, 2010, it is the ORDER of the Court  
that the above-captioned matter is scheduled for Arbitration on Tuesday, May 18, 2010 at  
1:00 P.M. in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse,  
Clearfield, PA. The following have been appointed as Arbitrators:

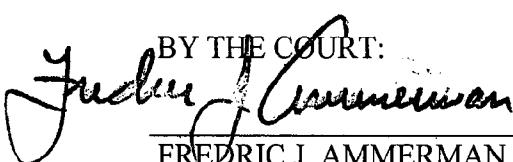
Michael P. Yeager, Esquire, Chairman

Christopher E. Mohney, Esquire

Courtney L. Kubista, 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  
in enclosed as well as a copy cf said Local Rule of Court.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED *500*

04/10/2010  
APR 27 2010 CA

5  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Red Dragon Enterprise

vs.

Colleen Joyce Coscarelli

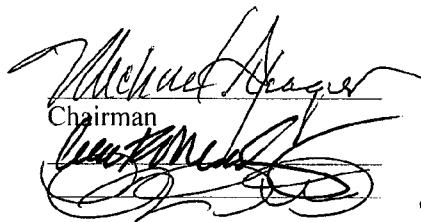
No. 2005-01289-CD

**OATH OR AFFIRMATION OF ARBITRATORS**

Now, this 18th day of May, 2010, 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.

Michael P. Yeager, Esq.

Christopher E. Mohney, Esq.  
Courtney L. Kubista, Esq.

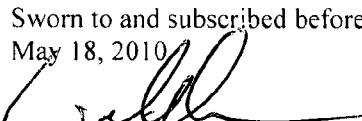


**FILED**

05/18/2010  
MAY 18 2010

William A. Shaw  
Prothonotary/Clerk of Courts  
518110 Notice to Pff-  
1828 Church Hill Road  
Morrisdale, PA 16858  
518110 Notice to Def-  
124 White Oak Drive  
Lower Burrell, PA  
15008

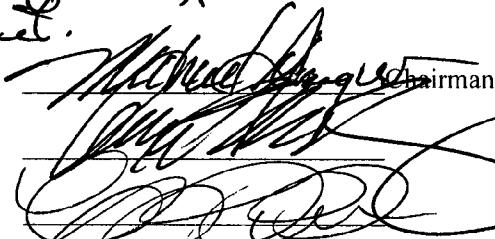
Sworn to and subscribed before me this  
May 18, 2010

  
Prothonotary

**AWARD OF ARBITRATORS**

Now, this 18<sup>th</sup> day of May, 2010, 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:

*In favor of Plaintiff in the amount of  
\$345.27 plus costs of suit; but without interest  
to date of judgment.*



\* Court costs of \$ 89.50

(Continue if needed on reverse.)

MP  
CEM  
CL

**ENTRY OF AWARD**

Now, this 18<sup>th</sup> day of May, 2010, 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 \_\_\_\_\_

COPY

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

Red Dragon Enterprise

:  
Vs. : No. 2005-01289-CD

Colleen Joyce Coscarelli

NOTICE OF AWARD

TO: Red Dragon Enterprise

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 18, 2010 and have awarded:

In favor of Plaintiff in the amount of \$345.27 plus costs of suit\*; but without interest to date of judgment.

\*Court costs of \$89.50.

  
\_\_\_\_\_  
William A. Shaw

May 18, 2010

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on May 18, 2010, at 3:02 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.

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

COPY

Red Dragon Enterprise

Vs. : No. 2005-01289-CD

Colleen Joyce Coscarelli

NOTICE OF AWARD

TO: Colleen Joyce Coscarelli

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on May 18, 2010 and have awarded:

In favor of Plaintiff in the amount of \$345.27 plus costs of suit\*; but without interest to date of judgment.

\*Court costs of \$89.50.



\_\_\_\_\_  
William A. Shaw, Prothonotary

May 18, 2010

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on May 18, 2010, at 3:02 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$600.00.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

RED DRAGON ENTERPRISE,

Plaintiff

vs.

COLLEEN JOYCE COSCARELLI,

Defendant

\*  
\*  
\* No. 05-1289-CD  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
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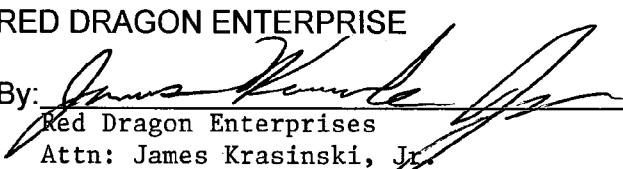
**PRAECIPE TO SETTLE AND DISCONTINUE**

TO THE PROTHONOTARY OF SAID COURT:

Kindly mark the above captioned matter settled and discontinued.

RED DRAGON ENTERPRISE

DATED: 6-14-10

By:   
Red Dragon Enterprises  
Attn: James Krasinski, Jr.  
1828 Churchill Road  
Morrisdale, PA 16858

Office of the court Adm.  
Clearfield Courthouse  
230 East Market st.  
Clearfield PA 16830

My name is Darrell Coscarelli one of the witnesses for Colleen Coscarelli. I cannot attend the hearing due to my work. So I am putting what I know and heard from James Kursinski in writing. At least three different trips to the Kylertown house, James repeated each time what he was going to do for a total of \$600.00.

Tung & groove on the bathroom ceiling upstairs

Paint hallway upstairs

Put trim around two bedroom windows

Paint walls going down the stairs

Paint living room ceiling & put trim on ceiling

Paint dining room ceiling & trim

Three ft of baseboard in powder room

Paint the garage & fix a slot on garage door

One cracked toilet upstairs (James ripped out two toilets)

James repeated to me many times and thoroughly understood only to take out no more than four tiles at the sink area. Never at any time did we discuss taking out the entire kitchen floor. I put the sub flooring and tile in the kitchen and mud room not even a year. James ruined the look of the two rooms. Plus the extra cost of \$200.00 it cost Colleen (my mother). The brick work James asked to finish what I started around the front door inside. James only did approx three ft. which was a ft. wide. And I had to go another trip to finish the brick work. No charge was ever discussed for the bricks, James said he wanted to learn how.

James asked for all the material in the garage. No extra charge. He wanted the lumber, a table saw, a brass bed, multitude of nails and what ever else was there.

James made a statement he removed seven truck loads from the attic. That is not true. I lived in the house under two years, The attic had A bedroom bed and dresser.

When Colleen Coscarelli and I first met James He took the only key left to the house. Wanda Ryan a real Estate Agent for the house to sell, which is James sister. The next trip to Kylertown Colleen and I went again, James said he lost the keys and said his sister Wanda Ryan lost the keys also. Colleen was locked out for months. There were two sets of new locks and door knob James was to put on the door, The locks disappeared.

Colleen bought another set, but locked out for months. The list of items above were not done by James. Colleen and I delivered the new flooring for the kitchen bought at Lowe's in Indiana, PA. James let the flooring set on the dining room floor for over a month. Colleen fired him and said do not touch the floor, she hired someone else. A neighbor called Colleen to say James was in the house laying the Kitchen floor. James no longer had any right to be in the house. James spent several months of doing nothing, And keeping Colleen locked out of her house.

5/17/2010

Darrell B. Coscarelli

SUBSCRIBED AND SWORN		5	17	2010
TO BEFORE ME:		MONTH	DAY	YEAR
 SIGNATURE OF PERSON ADMINISTERING OATH				
S E A L	COMMONWEALTH OF PENNSYLVANIA			
	Notarial Seal Kristen L. Beattie, Notary Public City of Lower Burrell, Westmoreland County My Commission Expires Feb. 20, 2012			