

2006-664-CD  
Clarence C et al vs Mark Sullivan et al

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO and  
CATALDO COLLISION CENTER,  
INC.,

Plaintiff

vs.

MARK SULLIVAN, i/t/d/b/a  
SULLIVAN COMPANY

Defendants

CIVIL ACTION - AT LAW

No. 06-664-C

Type of pleading:

**PRAECIPE FOR  
WRIT OF SUMMONS**

Filed on behalf of:  
PLAINTIFF

Counsel of record for  
this party:

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

FILED pd \$85.00 Atty  
92:51 AM APR 28 2008  
APR 28 2008 Atty  
ICC to Atty  
ICC + 2 Writs Shff  
JW

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO and :  
CATALDO COLLISION CENTER, :  
INC., :  
Plaintiff :  
vs. : No. \_\_\_\_\_  
MARK SULLIVAN, i/t/d/b/a :  
SULLIVAN COMPANY, :  
Defendant :  
:

**PRAECIPE FOR WRIT OF SUMMONS**

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons requested by Plaintiff and index this writ against the Defendant, individually, and trading and doing business as SULLIVAN COMPANY, with an address of 302 Aspen Way, DuBois, Clearfield County, Pennsylvania.



S. Casey Bowers, Esq.  
Pa. I. D. No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street, P. O. Box 487  
DuBois, PA 15801

FILED

APR 28 2006

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

**SUMMONS**

**Clarence Cataldo and  
Cataldo Collision Center, Inc.**

**COPY**

**Vs.**

**NO.: 2006-00664-CD**

**Mark Sullivan i/t/d/b/a  
Sullivan Company**

**TO: MARK SULLIVAN  
SULLIVAN COMPANY**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 04/28/2006

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

**Issuing Attorney:**

S. Casey Bowers  
P. O. Box 487  
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101496  
NO: 06-664-CD  
SERVICE # 1 OF 1  
SUMMONS

PLAINTIFF: CLARENCE CATALDO and CATALDO COLLISION CENTER, INC.

vs.

DEFENDANT: MARK SULLIVAN i/t/d/b/a SULLIVAN COMPANY

SHERIFF RETURN

NOW, May 02, 2006 AT 1:02 PM SERVED THE WITHIN SUMMONS ON MARK SULLIVAN i/t/d/b/a SULLIVAN COMPANY DEFENDANT AT 302 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARK SULLIVAN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL SUMMONS AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

FILED  
05/02/2006  
MAY 19 2006  
WM

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HANAK	14779	10.00
SHERIFF HAWKINS	HANAK	14779	35.30

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2006

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY PENNSYLVANIA  
CIVIL ACTION

**SUMMONS**

**Clarence Cataldo and  
Cataldo Collision Center, Inc.**

**Vs.**

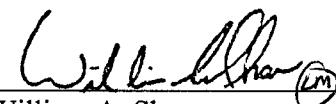
**NO.: 2006-00664-CD**

**Mark Sullivan i/t/d/b/a  
Sullivan Company**

**TO: MARK SULLIVAN  
SULLIVAN COMPANY**

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 04/28/2006

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

**Issuing Attorney:**

S. Casey Bowers  
P. O. Box 487  
DuBois, PA 15801

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO and : CIVIL ACTION - AT LAW  
CATALDO COLLISION CENTER, :  
INC., :  
Plaintiff :  
No. 06-664-CD  
vs. : Type of pleading:  
: **PRAECIPE FOR**  
MARK SULLIVAN, i/t/d/b/a : **WRIT OF SUMMONS**  
SULLIVAN COMPANY :  
Defendants : Filed on behalf of:  
: PLAINTIFF  
: Counsel of record for  
: this party:  
: S. Casey Bowers, Esq.  
: Hanak, Guido and Taladay  
: 498 Jeffers Street  
: P. O. Box 487  
: DuBois, PA 15801

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

APR 28 2006

Attest.

*William L. Hause*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO and :  
CATALDO COLLISION CENTER, :  
INC., :  
Plaintiff :  
vs. : No. \_\_\_\_\_  
MARK SULLIVAN, i/t/d/b/a :  
SULLIVAN COMPANY, :  
Defendant :  
:

**PRAECIPE FOR WRIT OF SUMMONS**

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons requested by Plaintiff and index this writ against the Defendant, individually, and trading and doing business as SULLIVAN COMPANY, with an address of 302 Aspen Way, DuBois, Clearfield County, Pennsylvania.



S. Casey Bowers, Esq.  
Pa. I. D. No. 89032  
Hanak, Guido and Taladay  
498 Jeffers Street, P. O. Box 487  
DuBois, PA 15801

**FILED**

**MAY 19 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CLARENCE CATALDO and )  
CATALDO COLLISION CENTER, )  
INC., )  
Plaintiffs )  
v. ) No. 06-664-CD  
MARK SULLIVAN, i/t/d/b/a )  
SULLIVAN COMPANY )  
Defendants )

 ORIGINAL

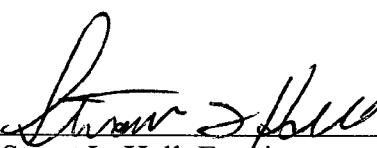
**PRAECIPE FOR ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Please enter my appearance on behalf of the Defendant, Mark Sullivan, i/t/d/b/a  
Sullivan Company, in the above-captioned matter.

Respectfully submitted,  
LAW OFFICES OF MILLER & HALL

By

  
Stuart L. Hall, Esquire  
Attorney for Defendant  
138 East Water Street  
Lock Haven, PA 17745  
(570) 748-4802

FILED NOCC  
MTH/JOZ/K  
JAN 05 2005  
2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

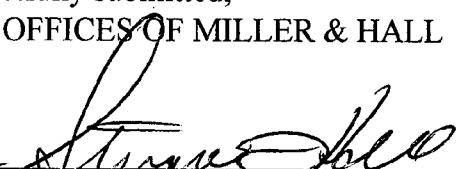
CLARENCE CATALDO and )  
CATALDO COLLISION CENTER, )  
INC., )  
Plaintiffs )  
v. ) No. 06-664-CD  
MARK SULLIVAN, i/t/d/b/a )  
SULLIVAN COMPANY )  
Defendants )

**CERTIFICATE OF SERVICE**

I hereby certify that on the 3<sup>rd</sup> day of January, 2007, I served a copy of the foregoing Praeclipe for Entry of Appearance upon S. Casey Bowers, Esquire, Hanak, Guido and Taladay, 498 Jeffers Street, P. O. Box 487, DuBois, Pennsylvania 15801, by United States first class mail, postage prepaid.

Respectfully submitted,  
LAW OFFICES OF MILLER & HALL

By

  
Stuart L. Hall, Esquire  
Attorney for Defendant  
138 East Water Street  
Lock Haven, PA 17745  
(570) 748-4802

**FILED**

**JAN 05 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CLARENCE CATALDO and )  
CATALDO COLLISION CENTER, )  
INC., )  
Plaintiffs )  
v. )  
MARK SULLIVAN, i/t/d/b/a )  
SULLIVAN COMPANY )  
Defendants )

No. 06-664-CD

FILED

11:44 AM  
JAN 18 2007

William A. Shaw  
Prothonotary/Clerk of Courts  
2000 Rules  
to Atty  
6W

5 ORIGINAL

**PRAECIPE FOR RULE TO FILE COMPLAINT**

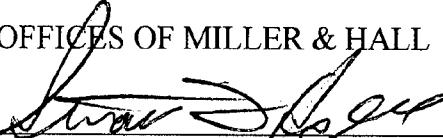
**TO THE PROTHONOTARY:**

Kindly enter a Rule upon the Plaintiff to file a Complaint within twenty (20) days after service of the Rule, or a judgment of non pros will be entered.

LAW OFFICES OF MILLER & HALL

Date: January 15, 2007

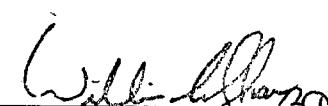
By

  
Stuart L. Hall, Esquire  
138 East Water Street  
Lock Haven, PA 17745  
(570) 748-4802

**TO THE PLAINTIFF:**

You are hereby ruled to file a Complaint within twenty (20) days of service hereof or suffer a judgment of non pros.

Date 1/18/07

  
Prothonotary

**FILED**

**JAN 18 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CLARENCE CATALDO and )  
CATALDO COLLISION CENTER, )  
INC., )  
Plaintiffs )  
v. )  
No. 06-664-CD  
MARK SULLIVAN, i/t/d/b/a )  
SULLIVAN COMPANY )  
Defendants )

 ORIGINAL

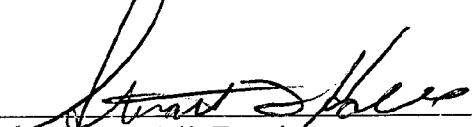
**CERTIFICATE OF SERVICE**

*23rd*

I hereby certify that on the ~~22~~<sup>23</sup> day of January, 2007, I served a copy of the  
Praecipe for Rule to File a Complaint upon S. Casey Bowers, Esquire, Hanak, Guido and  
Taladay, 498 Jeffers Street, P. O. Box 487, DuBois, Pennsylvania 15801, by United  
States first class mail, postage prepaid.

Respectfully submitted,  
LAW OFFICES OF MILLER & HALL

By

  
Stuart L. Hall, Esquire  
Attorney for Defendant  
138 East Water Street  
Lock Haven, PA 17745  
(570) 748-4802

**FILED** *CC A/H Hall*  
M 3:44 pm  
JAN 26 2007  
*S*

William A. Shaw  
Prothonotary/Clerk of Courts

13 ) 

**FILED**

**JAN 26 2007**

William A. Shaw  
Prothonotary/Clerk of Courts



Law Offices of  
*Miller and Hall*

138 East Water Street, Lock Haven, PA 17745

*Craig P. Miller, Esquire*  
(570) 748-4802  
(800) 974-1901

*Stuart L. Hall, Esquire*  
Fax: (570) 748-9369

January 22, 2007

William A. Shaw, Sr., Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: Clarence Caltaldo, et al. V. Mark Sullivan  
Clearfield County Civil Docket No. 06-664CD

Dear Mr. Shaw:

Enclosed please find an original and one copy of the Certificate of Service to be filed in this matter concerning the Praeclipe for Rule to File Complaint that was served upon the Plaintiff in this matter. Please time stamp the copies and return them to me in the enclosed self addressed stamped envelope. Thank you for your cooperation. If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stuart L. Hall".

Stuart L. Hall

SLH:fmn  
Enclosures

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a : CIVIL ACTION - AT LAW  
CATALDO COLLISION CENTER, :  
INC., :  
Plaintiff :  
No. 06-664  
vs. : Type of pleading:  
MARK SULLIVAN, t/d/b/a : **COMPLAINT**  
SULLIVAN COMPANY :  
Defendants : Filed on behalf of:  
PLAINTIFF  
Counsel of record for  
this party:  
S. Casey Bowers, Esq.  
Hanak, Guido and Taladay  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768

FILED  
08:50 AM  
MAR 16 2007  
Atty Bowers  
(GW)  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a	:	CIVIL ACTION - AT LAW
CATALDO COLLISION CENTER,	:	
INC.,	:	
Plaintiff	:	No. 06-664
	:	
vs.	:	
	:	
MARK SULLIVAN, t/d/b/a	:	
SULLIVAN COMPANY	:	
Defendants	:	

NOTICE

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 defense or objections to the claims 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 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.

MIDPENN LEGAL SERVICES  
211 1/2 East Locust Street  
Clearfield, PA 16830  
800-326-9177

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CLARENCE CATALDO t/d/b/a	:	CIVIL ACTION - AT LAW
CATALDO COLLISION CENTER,	:	
INC.,	:	
Plaintiff	:	No. 06-664
	:	
vs.	:	
	:	
MARK SULLIVAN, t/d/b/a	:	
SULLIVAN COMPANY	:	
Defendant	:	

**COMPLAINT**

**COUNT I**  
**BREACH OF CONTRACT**

AND NOW, comes Plaintiff, Clarence Cataldo t/d/b/a Cataldo Collision, by and through his attorneys Hanak, Guido and Taladay, and hereby brings this Complaint averring as follows:

1. Plaintiff is Clarence Cataldo, t/d/b/a Cataldo Collision ("Cataldo") with a business address of 615 Division Street, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant is Mark Sullivan, t/d/b/a Sullivan Company ("Sullivan") with a business address of P.O. Box 1113 DuBois, Clearfield County, Pennsylvania 15801.
3. On or about August 6, 2004, the parties entered into a written agreement for the construction of a new building on Cataldo's

premises located at 615 Division Street, DuBois, Clearfield County, Pennsylvania. A true and correct copy of said agreement is attached hereto and marked as Exhibit "A".

4. As per the subject contract, Sullivan was responsible for all engineering work necessary for the building project.

5. Sullivan retained Hughes Engineering ("Hughes"), a consulting engineering company with a business address of 606 Krebs Avenue, Clearfield, Pennsylvania 16830, to perform the required engineering work.

6. The building was to be built in accordance with drawings and specifications supplied by Hughes.

7. Cataldo fulfilled all the conditions necessary for Sullivan's performance under the contract.

8. Cataldo authorized one change order throughout the course of the entire project.

9. Sullivan stopped work on the building before it was serviceable and did not complete their contractual requirements as defined by the attached agreement, the drawings and "Change Order One".

10. Further, Sullivan deviated from the drawing's specifications without obtaining Cataldo's approval.

11. As a result of Sullivan's breach of the contract as set forth more fully on the attached Exhibit "B", Cataldo has incurred and will continue to incur costs totaling in excess of \$180,000.00 to complete the unfinished work, to repair improper construction and to reimburse Cataldos for losses incurred as a result of Sullivan's failure to adhere to and/or comply with the contract.

12. Further, as a result of Sullivan's breach, Cataldo has incurred additional engineering costs in excess of \$6,500.00 and additional electrical costs in excess of \$2,204.64.

WHEREFORE, Plaintiff, Clarence Cataldo, demand judgment in his favor against Defendant in an amount in excess of \$25,000.00 together with interest, costs of suit and any further relief this Court deems appropriate.

**COUNT II**  
**UNJUST ENRICHMENT**

13. Plaintiff incorporates all prior paragraphs herein.

14. In reliance on statements made by Sullivan, Cataldo has already paid Sullivan in excess of \$450,000.00.

15. The value of the work performed by Sullivan is far less than the amount Cataldo has already paid to Sullivan.

16. As such, Sullivan has been unjustly enriched to Cataldo's detriment in an amount in excess of \$25,000.00.

WHEREFORE, Plaintiff, Clarence Cataldo, respectfully requests judgment in his favor and against Defendant in an amount in excess of \$25,000.00 together with interest, costs of suit and any further relief this Court deems appropriate.

**COUNT III**  
**FRAUDULENT MISREPRESENTATION**

17. Plaintiff incorporates all prior paragraphs herein.
18. Sullivan made statements to Cataldo and relevant officials that the building site was approved for development as per the project specifications.
19. At the time he made the statement, Sullivan knew or should have known that the requisite approvals and permits had not been obtained.
20. Sullivan made these statements knowing that Cataldo would rely on them.
21. Relying on Sullivan's fraudulent misrepresentations, Cataldo began the site work necessary for the building project.
22. In the course of performing the required site work, Cataldo unknowingly filled wetland areas located within the footprint of the building.

23. As a result of Cataldo's reliance on Sullivan's fraudulent misrepresentations, Cataldo incurred wetland mitigation costs in excess of \$25,000.00.

24. As a further result of his reliance on Sullivan's fraudulent misrepresentations, Cataldo's building project was delayed approximately two (2) months.

WHEREFORE, Plaintiff, Clarence Cataldo, demands judgment in his favor and against Sullivan in an amount in excess of \$25,000.00 together with interest, costs of suit and any further relief this Court deems appropriate.

Respectfully submitted,



---

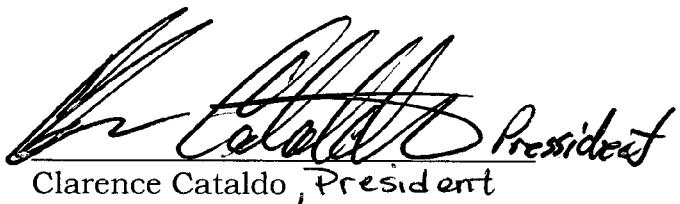
S. Casey Bowers  
Attorney for Plaintiff

**VERIFICATION**

I, CLARENCE CATALDO, do hereby verify that I have read the foregoing Complaint and that the statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 3-15-07



Clarence Cataldo, President

# SULLIVAN COMPANY

P. O. BOX 1112 DUBOIS, PENNSYLVANIA 15801  
PHONE (814) 371-3144 FAX (814) 375-3144

August 06, 2004

Proposal To: Cataldo Collision Center  
10040 Tyler Road  
Penfield, PA 15849  
(814) 637-5600  
Attention: Carney Cataldo

Job Site: Cataldo Collision South  
615 Division Street  
DuBois, PA 15801  
(814) 372-8600

Project Title: Body Shop & Offices

We are pleased to offer the following proposal for your new state of the art collision repair center. We have, with your input and direction, designed a 14,200 square foot facility that includes a 10,000 square foot shop area and a 4,200 square foot office and retail area.

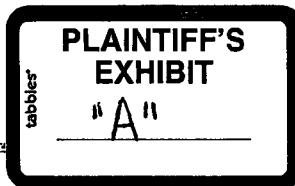
It is our understanding that this facility is to be constructed at the above referenced address. The owner will be responsible for the purchase of said property and will provide the contractor with a copy of the recorded deed for the purpose of securing all necessary permits. It is further understood that the owner will be responsible for the hauling, grading and compaction of all necessary fill dirt and asphalt paving.

The following proposal will include all:

Labor	Materials	Construction Equipment
Tax	Permit fees	Structural Engineering
Tap fees	Design	

to construct a collision repair center as outlined in attached plans and drawings. Although many of the drawings show furnishings, it is important to note that these items are shown only to aid in the design of the building and to help the customer visualize the necessary space required for each. Items not attached to the structure are not included in the proposal and are listed as follows:

Desks	Tables	Chairs
Lockers	Stoves / Ovens	Refrigerators
Fencing	Signage	Office Equipment



Your estimated completion date is five months from the date we receive first payment. This is an estimated completion date and can be affected by elements beyond our control. Weather, material shortages and change orders will all have an affect on the actual completion date.

**Total Amount of Proposal** **\$598,000.00**

**Proposal Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Carney Cataldo**  
**Cataldo Collision Center**

## PAYMENT SCHEDULE

<b>First Payment</b>		
-due with acceptance of proposal		\$29,900.00
<b>Second Payment</b>		
-due with completion of excavation for		
-footers	-storm water drainage and basins	
-sanitary drain line	-water line	
-electric lines	-communication lines	\$29,900.00
<b>Third Payment</b>		
-due with completion of front office masonry		\$59,800.00
<b>Fourth Payment</b>		
-due with completion of rear shop masonry and concrete piers		\$59,800.00
<b>Fifth Payment</b>		
-required steel deposit at time of order		\$59,800.00
<b>Sixth Payment</b>		
-due with completion of concrete floors		\$59,800.00
<b>Seventh Payment</b>		
-due with completion of rear shop building erection and doors		\$59,800.00
<b>Eighth Payment</b>		
-due with completion of front office framing and exterior doors		\$59,800.00
<b>Ninth Payment</b>		
-due with completion of mechanicals		
-electrical	-plumbing	
-HVAC		\$59,800.00
<b>Final Payment</b>		
-due with completion of interior office finish		
-doors	-base moldings and trims	
-wall coverings	-floor coverings	
-ceilings	-cabinetry	\$119,600.00
<b>Total Amount of Payments</b>		\$598,000.00

	Completion Status	Contract Reqm
<b>A. 104 Restroom, 105 Office, 107 Waiting/Reception and Office</b>		
1. Win 002 in Of 108 in Off 108	Blocked Up	Yes- Sullivan
2. Window 003	Installed-wrong glass	Yes- Sullivan
3. Door 004 Not Ins.	Installed	Yes- Sullivan
4. Door 001 Not Adj.	Adjusted-Wrong Door-Replace	Yes-Sullivan
5. Door 006 Not Seal	Sealed	Yes- Sullivan
6. Door 006 no Hardw	Hardware added	Yes- Sullivan
7. No Counter	Counter Installed	Yes- Sullivan
8. 1 Hr. Firewall	Not installed	Yes- Sullivan
9. Door 003 Not Insta	Installed	Yes- Sullivan
10 Wall C Acou. Ins.	Not installed	Yes- Sullivan
11-Door 002 Replace	installed-incorrect	Yes-Sullivan
<b>Total</b>		
<b>B. Room 109 Estimates</b>		
1. Door 006 Not Seal	Completed ?	Yes-Sullivan
2. Door 006 install W/O Closer	Completed	Yes- Sullivan



3. Control Joint	No Completed	Yes- Sullivan
4. Top Roller Not Aligned	Completed	Yes -Sullivan
5. Door 012 Jack Shaft Opener	Not Completed	Yes- Sullivan
6. Fire dr. 013 Bound by Pipes	Completed	Yes- Sullivan
7. Perimeter Curb not Installed	Not Completed	Yes- Sullivan
8. H/ Water Tank Disch. To Far	Not Completed	Yes- Sullivan
9. Air line inlet not provided	Completed	Yes- Sullivan
10. Air Conditioning not connect	Completed	Yes- Sullivan

**Total**

**C. 110 Restroom, 111 Lunchroom, 112 Restroom, 113 Mechanical Room**

1. Door 006 Not Sealed	Completed	Yes, Sullivan
2. Door 006 no hardware	Complete	Yes, Sullivan
3. Firewall to roof Decking	Not Installed	Yes, Sullivan
4. Win 001 not Tinted	Complete-Incorrect	Yes, Sullivan
5. Door 004/ Hardware not insta	Complete	Yes, Sullivan
6. Door 003 /Hardware not Install	Complete	Yes, Sullivan
7. Mech Room Above 113 Room	Not installed	Yes, Sullivan
8. Service for Stove	Not Installed	Yes, Sullivan
9. ADA Mirrors in RR 110,112	Not Installed?	Yes, Sullivan

10. Soap Disp. In RR 110, 112	Not Installed?	Yes, Sullivan
11. Hot Water Tank -Water Sup	No hot Water	Yes, Sullivan
12. Spiral Staircase?	Not Installed	Yes, Sullivan
13. Emergency Lighting	Not Installed?	Yes, Sullivan
14. Elect Pnl. Not in 113 Mech	Comment	
15. Wall B Acoustic Insulation	Wrong Insulation	Yes, Sullivan
16. Undersink Piping ADA Comp	Installed?	Yes, Sullivan
17. Wall C Acoustic Insulation	Wrong Insulation	Yes, Sullivan
18. No Vapor Barrier	No Barrier Installed	Yes, Sullivan

**Total**

**D. 110 Rental Space, d. Rental Space, 116 Rental Space and Associated areas**

1. Wall A/J wood Vs Metal Stud	Wrong Material	Yes, Sullivan
2. Wall A Air Space	No 1" Air Space	Yes, Sullivan
3. Water Stain on Ceiling Tile	Water Staining	Yes, Sullivan
4. Emergency Lighting Over 002	Light Not Installed?	Yes, Sullivan
5. Elect. Pnl. Location	Wrong Location	Yes, Sullivan
6. Spare Breakers	Not Present	No
7. Water Mtr./Valves in 101 Rent Loc. In 101 Mech Rm.		No

8. Wall B- Acoust. Insulation	Has Batt insulation	No
9. Slab Pour W/O Vapor Barrier	No Vapor barrier	Barrier Yes, Sullivan
10. Wall A and J Foam Insulati	Not Completed	Yes, Sullivan

**Total**

**E. Shop Area, 118 Canopy, 119 Mechanical and Parts Area**

1. Wall Sepr. 118/119 Area Shift	Change Notice	Yes- Sullivan
2. Window 004 Wrong Glass	Wrong Glass Install	Yes- Sullivan
3. Sepr Wall on Grid B3/B1	Not Installed	Yes- Sullivan
4. Trench Drains Lineup	Cemented In	Yes-Sullivan
5. Ceiling Fans	Not Installed	
6. Door009 Opener Wrong Type	J. Shaft Not Install	
7. Outlet for time Clock	Not installed	
8. Ext. Door Sweep not Installed	Not Installed	Yes-Sullivan
9. Iso. Space Around Columns	Not Installed	Yes- Sullivan
10. Cold joint in Concrete	Completed	Yes -Sullivan
11. Penetration Thru. 3Hr Fire W	Not Sealed	Yes- Sullivan
12. Cold/Hot Water Pipe Insulate.	Not Insulated	Yes- Sullivan
13. Main Water Shutoff -Cataldo	Not Installed	Yes- Sullivan

14. Mech Rm. Wall JointSealing	Not sealed	Yes/ Sullivan
15. Door 008 Missing Screws	Missing Screws	Yes- Sullivan
16. Door 008 Fire Rating	3/4 Hr. Rating	Yes-Sullivan
17. Exhaust Curbs not installed	Not Installed	Yes- Sullivan
18. Gas line Teflon Tape	Installed	Yes-Sullivan
19. Slab Wire Mesh Location	Installed	Yes- Sullivan
20. Dents in Liner Panels	Installed	Yes-Sullivan
21. Cracks in Floor Slabs	Installed	Yes Sullivan
22. Damaged Jam Blocks	Installed, Damaged	Yes, Sullivan
23. Gas line Supp. Brackets	Installed	Yes, Sullivan
24. Door 010 Wrong Size	Installed	Yes, Sullivan
25. Adjust Overhead Doors	Installed	Yes, Sullivan
26. No Metal Manifold Covers	Not Installed	Yes, Sullivan
27. Cement Block Wall Crack	Installed	Yes, Sullivan

**Totals**

**F. Exterior, Front Elevation**

1. Front Sidewalk	Installed	Yes, Sullivan
2. Sidewalk at street	Not Installed	Yes, Sullivan
3. Dirt in Catchbasin	Installed	Yes, Sullivan

4. Drain Catch Basin at Sidewalk Installed	Wrong Location	Yes, Sullivan
5. Elect. Wiring for Bldg. Front	Not Installed	Yes, Sullivan
6. Downspout Color, Connections	2 down spouts not ins	Yes, Sukkivan
7. EFIS System on Bldg. Façade	Completed	Yes, Sullivan
8. Arches Incorrect	Completed	Yes, Sullivan
9. Column Insert Incorrect	Completed Incorrectly	Yes, Sullivan
10. Column Trim Detail Incorrect	Completed incorrectly	Yes, Sullivan
11. Right Column Not Square	Completed, Incorrect	Yes, Sullivan
12. Roof Pitch Wrong	Completed, Incorrect	Yes, Sullivan
13. Sidewalk Joints not filled	Completed, joints N F	Yes, Sullivan
14. Exp. Joint Matl Need remov	Completed	Yes, Sullivan

**Total**

**G. Exterior, Right Side, Left Side and Rear Elevation**

1. Outside Utilities Not Installed	Not Completed	Yes, Sullivan
2. Impact Post	Completed by Cataldo	Yes, Sullivan
3. Gas line Support Post	Comp., Not Accept	Yes, Sullivan
4. Gas Service lines Rusted	Lines not painted	Yes, Sullivan
5. Snow Cleats on Metal Roof	Cleats Not installed	Yes, Sullivan

6. Gutter Rivets Rusting	Completed	Yes, Sullivan
7. Air Cond. Lines Not Sealed	Not Completed	Yes, Sullivan

**Total**

**H. General Items Allping to Facility**

1. Masonry Joints not filled	Not Completed?	Yes, Sullivan
2. Slab control Joints Not Cut	Not Completed	Yes, Sullivan
3. Mold in Attic Space	Mold Present	Yes, Sullivan
4. Cable runs for phone, TV, Corr Completed		Yes, Sullivan
5. Wall Type A & J/ Wood Studs	Completed	Yes, Sullivan
6. Wall Type A&E not filled with Insulation	Completed	Yes, Sullivan
7. Facility locks not Keyed Properly	Comp. Incorrect	Yes, Sullivan
8. Comp. Air not Installed	Complete- Cataldo?	Yes, Sullivan ?
9. EFIS, Tape Residue on Block	Completed	By? Yes, Sullivan
10. General Cleaning	Completed By?	Yes, Sullivan
11. Bath Fans Vented to Attic	No	Yes, Sullivan
12. Vinyl Siding installed with no No Vapor Barrier	Insta.	Yes, Sullivan
13. Rebar in Slab Welds	Completed	Yes, Sullivan
14. No Concrete Test Cylinders	No Cyl Taken	Yes, Sullivan

**Total**                    **Not Completed-Black**

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a	:	CIVIL ACTION - AT LAW
CATALDO COLLISION CENTER,	:	
INC.,	:	
Plaintiff	:	No. 06-664-CD
vs.	:	
MARK SULLIVAN, t/d/b/a	:	
SULLIVAN COMPANY	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I hereby certify that on the 16th day of March, 2007 a true and correct copy of the foregoing Complaint was forwarded via US first class mail, postage prepaid, addressed as follows:

Benjamin S. Blakley, Esquire  
Blakley & Jones  
90 Beaver Drive, Box 6  
DuBois, PA 15801

Stuart L. Hall, Esquire  
Miller and Hall  
138 E. Water Street  
Lock Haven, PA 17745

  
\_\_\_\_\_  
S. Casey Bowers  
Attorney for Plaintiff

FILED  
03/08/2007  
MAR 21 2007  
Atty Bowers  
JW

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**  
**MAR 21 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a  
CATALDO COLLISION CENTER, INC., ) NO. 06 - 664 - CD  
Plaintiff, )  
vs. ) Type of Case: CIVIL  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, ) Type of Pleading: PRAECIPE FOR ENTRY  
Defendant. ) OF APPEARANCE  
 )  
 ) Filed on Behalf of: DEFENDANT  
 )  
 ) Counsel of Record:  
 ) BENJAMIN S. BLAKLEY, III  
 )  
 ) Supreme Court No. 26331  
 )  
 ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) DuBois, PA 15801  
 ) (814) 371-2730

FILED <sup>cc</sup>  
APR 02 2007  
Atty Blakley  
(68)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, )  
vs. ) NO. 06 - 664 - CD  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, )  
Defendant. )

**PRAECIPE FOR ENTRY OF APPEARANCE**

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Please enter my appearance as co-counsel for Defendant, MARK T. SULLIVAN, in the  
above-captioned matter.

DATE: 3/28/07

BLAKLEY & JONES  
\_\_\_\_\_  
Benjamin S. Blakley, III

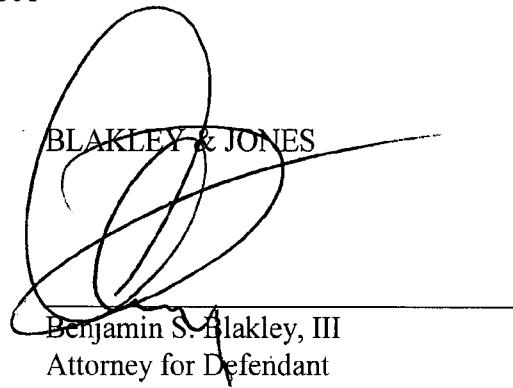
IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, )  
vs. ) NO. 06 - 664 - CD  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, )  
Defendant. )

**CERTIFICATE OF SERVICE**

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Praeclipe for Entry of Appearance upon counsel for the Defendant on this 30<sup>th</sup> day of March, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage prepaid, addressed as follows:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
P. O. Box 487  
DuBois PA 15801



BLAKLEY & JONES  
Benjamin S. Blakley, III  
Attorney for Defendant

**FILED**

**APR 02 2007**

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a ) NO. 06 - 664 - CD  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, ) Type of Case: CIVIL  
vs. )  
MARK SULLIVAN, t/d/b/a SULLIVAN ) Type of Pleading: PRELIMINARY  
COMPANY, ) OBJECTIONS  
Defendant. )  
 ) Filed on Behalf of: DEFENDANT  
 )  
 ) Counsel of Record:  
 ) BENJAMIN S. BLAKLEY, III  
 )  
 ) Supreme Court No. 26331  
 )  
 ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) DuBois, PA 15801  
 ) (814) 371-2730

FILED

APR 09 2007

M 8:30 AM

William A. Shaw  
Prothonotary/Clerk of Courts

6W  
1 CERT TO APP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
 )  
 Plaintiff, )  
 ) NO. 06 - 664 - CD  
 vs. )  
 )  
 MARK SULLIVAN, t/d/b/a SULLIVAN )  
 COMPANY, )  
 )  
 Defendant. )

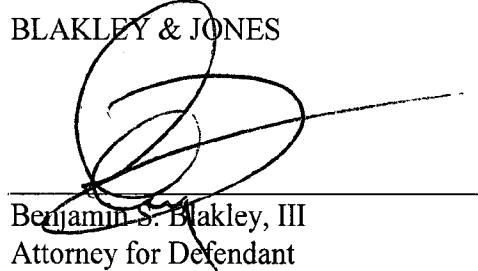
**NOTICE TO PLEAD**

**TO: CLARENCE CATALDO, t/d/b/a  
CATALDO COLLISION CENTER, INC.**

You are hereby notified to file a written response to the enclosed Preliminary Objections  
within twenty (20) days from service hereof or a judgment may be entered against you.

BLAKLEY & JONES

By:

  
Benjamin S. Blakley, III  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, )  
vs. ) NO. 06 - 664 - CD  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, )  
Defendant. )

**PRELIMINARY OBJECTIONS**

AND NOW, comes Defendant, MARK SULLIVAN, t/d/b/a SULLIVAN COMPANY, by and through his attorneys BLAKLEY & JONES, and files the following Preliminary Objections to Plaintiff's Complaint:

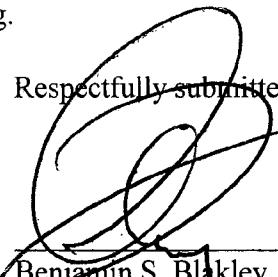
1. Plaintiff's Complaint is insufficient in its specificity in that it fails to specify what work was left unfinished by the Defendant, what construction work performed by the Defendant was improper and further, what losses where incurred as a result of the Defendant's failure to adhere to or comply with an alleged contract, all of which issues are raised in paragraph 11 of Plaintiff's Complaint.
2. Plaintiff's Complaint is insufficient in its pleading in that it fails to set forth with specificity the costs which Plaintiff alleges it will incur as a result of the Defendant's alleged breach of contract.
3. Plaintiff's Complaint is legally insufficient in that it fails to specify what additional

engineering work was required as a result of any actions on the part of the Defendant for which the Plaintiff would be entitled to damages.

4. Plaintiff's Complaint is legally insufficient in that said Complaint alleges that the Defendant was unjustly enriched, but fails to specify the value of the work performed by the Defendant on behalf of the Plaintiff.

5. Plaintiff's Complaint is legally insufficient in that it fails to plead with specificity the alleged mitigation costs expended by the Plaintiff as a result of the alleged fraudulent misrepresentation of the Defendant.

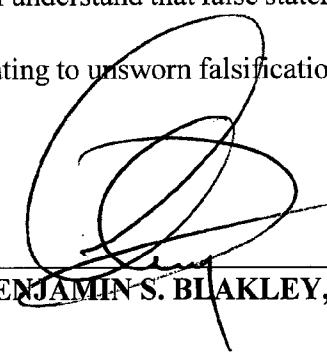
WHEREFORE, Defendant respectfully requests this Honorable Court dismiss the Complaint for insufficient specificity in the Plaintiff's pleading.

Respectfully submitted,  
  
By: \_\_\_\_\_  
Benjamin S. Blakley, III, Esquire  
Attorney for Defendant

**VERIFICATION**

I, BENJAMIN S. BLAKLEY, III, ESQUIRE, verify that the statements made in the foregoing Preliminary Objections are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

DATE: \_\_\_\_\_

  
**BENJAMIN S. BLAKLEY, III**

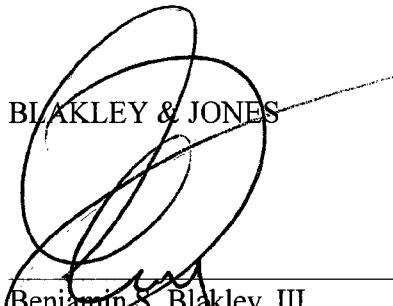
IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
 )  
 Plaintiff, )  
 ) NO. 06 - 664 - CD  
 vs. )  
 )  
 MARK SULLIVAN, t/d/b/a SULLIVAN )  
 COMPANY, )  
 )  
 Defendant. )

**CERTIFICATE OF SERVICE**

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Preliminary Objections upon counsel for the Defendant on this 4<sup>th</sup> day of April, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
P. O. Box 487  
DuBois PA 15801

By:   
\_\_\_\_\_  
Benjamin S. Blakley, III  
Attorney for Defendant

William A. Shaw  
Prothonotary/Clerk of Courts

APR 09 2007

**FILED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a  
CATALDO COLLISION CENTER, INC.

Plaintiff,

VS.

MARK SULLIVAN, t/d/b/a SULLIVAN  
COMPANY,

Defendant.

) NO. 06 - 664 - CD  
)  
) Type of Case: CIVIL  
)  
) Type of Pleading:  
) PRAECIPE FOR HEARING  
)  
) Filed on Behalf of: DEFENDANT  
)  
) Counsel of Record:  
) BENJAMIN S. BLAKLEY, III  
)  
) Supreme Court No. 26331  
)  
) BLAKLEY & JONES  
) 90 Beaver Drive, Box 6  
) DuBois, PA 15801  
) (814) 371-2730

FILED 1cc  
APR 11 2007 Atty  
APR 27 2007 Blakley  
William A. Shaw  
Notary/Clerk of Courts  
CR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, )  
vs. ) NO. 06 - 664 - CD  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, )  
Defendant. )

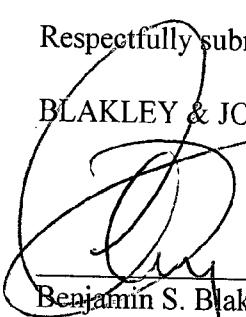
**PRAECIPE FOR HEARING**

**TO: WILLIAM A. SHAW, SR., PROTHONOTARY**

Please schedule a hearing on Defendant's Preliminary Objections in the above-captioned matter.

Respectfully submitted,

BLAKLEY & JONES

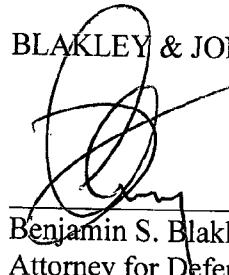
  
\_\_\_\_\_  
Benjamin S. Blakley, III  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Defendant's Praeclipe for Hearing upon counsel for the Plaintiff on this 26<sup>th</sup> day of April, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
P. O. Box 487  
DuBois PA 15801

BLAKLEY & JONES

  
\_\_\_\_\_  
Benjamin S. Blakley, III  
Attorney for Defendant

**FILED**

APR 27 2007

William A. Shaw,  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a  
CATALDO COLLISION CENTER, INC.

) NO. 06 - 664 - CD

Plaintiff,  
vs.

)  
)

) Type of Case: CIVIL

MARK SULLIVAN, t/d/b/a SULLIVAN  
COMPANY,

)  
)

) Type of Pleading:

) CRDER

)

) Filed on Behalf of: DEFENDANT

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III

)

) Supreme Court No. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, PA 15801

) (814) 371-2730

FILED 3cc  
MAY 8 2001 Atty Blakley  
GK

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, )  
vs. )  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, )  
Defendant. )  
 ) NO. 06 - 664 - CD

**ORDER OF COURT**

AND NOW this 30 day of April, 2007, it is hereby ORDERED that a hearing on Defendant's Preliminary Objections is hereby scheduled to the 30<sup>th</sup> day of May, 2007, at 10:00 o'clock A M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania 16830.

By the Court:

By the Court:



The signature is handwritten in black ink, appearing to read "Fred Dunn". It is a cursive script with a large, open 'F' and a 'D' that loops back over the 'u'.

**FILED**

**MAY 01 2007**

William A. Shaw,  
Prothonotary/Clerk of Courts

DATE: 5/1/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a : CIVIL ACTION - AT LAW  
CATALDO COLLISION CENTER, :  
INC., :  
Plaintiff :  
vs. : No. 06-664  
: Type of pleading:  
MARK SULLIVAN, t/d/b/a : **AMENDED COMPLAINT**  
SULLIVAN COMPANY :  
Defendants :  
: Filed on behalf of:  
: PLAINTIFF  
: Counsel of record for  
: this party:  
: S. Casey Bowers, Esq.  
: Hanak, Guido and Taladay  
: P. O. Box 487  
: DuBois, PA 15801  
: (814) 371-7768

FILED acc atty  
910:55 am Bowers  
MAY 29 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a	:	CIVIL ACTION - AT LAW
CATALDO COLLISION CENTER,	:	
INC.,	:	
Plaintiff	:	No. 06-664
vs.	:	
MARK SULLIVAN, t/d/b/a	:	
SULLIVAN COMPANY	:	
Defendants	:	

NOTICE

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 defense or objections to the claims 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 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.

MIDPENN LEGAL SERVICES  
211 1/2 East Locust Street  
Clearfield, PA 16830  
800-326-9177

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CLARENCE CATALDO t/d/b/a	:	CIVIL ACTION - AT LAW
CATALDO COLLISION CENTER,	:	
INC.,	:	
Plaintiff	:	No. 06-664
	:	
vs.	:	
	:	
MARK SULLIVAN, t/d/b/a	:	
SULLIVAN COMPANY	:	
Defendant	:	

**AMENDED COMPLAINT**

**COUNT I**  
**BREACH OF CONTRACT**

AND NOW, comes Plaintiff, Clarence Cataldo t/d/b/a Cataldo Collision, by and through his attorneys Hanak, Guido and Taladay, and hereby brings this Amended Complaint averring as follows:

1. Plaintiff is Clarence Cataldo, t/d/b/a Cataldo Collision ("Cataldo") with a business address of 615 Division Street, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant is Mark Sullivan, t/d/b/a Sullivan Company ("Sullivan") with a business address of P.O. Box 1113 DuBois, Clearfield County, Pennsylvania 15801.
3. On or about August 6, 2004, the parties entered into a written agreement for the construction of a new building on Cataldo's

premises located at 615 Division Street, DuBois, Clearfield County, Pennsylvania. A true and correct copy of said agreement is attached hereto and marked as Exhibit "A".

4. As per the subject contract, Sullivan was responsible for all engineering work necessary for the building project.

5. Sullivan retained Hughes Engineering ("Hughes"), a consulting engineering company with a business address of 606 Krebs Avenue, Clearfield, Pennsylvania 16830, to perform the required engineering work.

6. The building was to be built in accordance with drawings and specifications supplied by Hughes.

7. Cataldo fulfilled all the conditions necessary for Sullivan's performance under the contract.

8. Cataldo authorized one change order throughout the course of the entire project.

9. Sullivan stopped work on the building before it was serviceable and did not complete their contractual requirements as defined by the attached agreement, the drawings and "Change Order One".

10. Further, Sullivan deviated from the drawing's specifications without obtaining Cataldo's approval.

11. As a result of Defendant's breach of the subject contract, Plaintiff has incurred the following losses to correct and complete Defendant's deficient and unfinished work:

<u>Description</u>	<u>Estimated Cost</u>
(1) 48" x 48" front window 001 was the wrong type of glass.	\$10,068.00 (includes Items 5 & 6)
(2) 3-hour fire-rated, 30" x 30" steel framed window 002 was not installed between Room 108 and the shop area 117.	\$5,110.00
(3) 36" x 36", painted, steel framed, one-way glazing window 003 was not installed between Room 108 and waiting room area 107, but it was installed without one-way glazing and installed in a field fabricated wooden frame.	\$1,473.00
(4) Windows 004, four (4) locations as supplied by Glass Unlimited were not installed with safety glass as required by Drawing A303. Shims have not been cut off and the windows' gaps are not sealed at all the locations.	\$4,210.00
(5) The main, double 36" x 80" Kawneer 350, Class 1 entrance door 001 to waiting Room 107 was not installed as specified on initial construction Drawing A303.	(cost estimate included in item (1))
(6) The two (2) entrance, 36" x 80" Kawneer 350, Class 1 entrance Door 002 with 48" x 48" side glazing to each rental space was not installed as specified on the initial construction Drawing A303.	(cost estimate included in item (1))

(7) The 36" x 80" x 1.75" Mohawk, 7-ply wood core, red oak, veneer internal Doors 003 were installed without hardware.	\$900.00
(8) The 36" x 80" x 1.75" solid core, oak veneer, internal Doors 004 to the small mechanical rooms and offices were not installed.	\$2,700.00
(9) The three 36" x 80" shop access, 3-hour fire-rated, Warner and Hershey Doors 006 were not sealed against air transfer.	\$225.00
(10) The three 36" x 80" shop access, 3-hour fire-rated, and listed Warnock & Hershey Doors 006 were not installed with door closers.	\$855.00
(11) Door between the estimating bay and lunch room was not installed. Further, the correct type of door was not specified on the drawings.	\$450.00
(12) Door 008 is a 3/4-hour door. Per CEC's interpretation, it should be a 2-hour door	\$450.00
(13) Door 009 opener in the Parts Area (Alignment Bay), was the wrong type. A center pull conventional torsion spring opener interferes vehicles being lifted for service. The opener needs to be a jackshaft side wall-mount type opener.	\$1,750.00
(14) Defendant's engineer failed to specify a waterproof jackshaft automatic door opener for Door 012, which is necessary for the moist environment in the estimating bay.	\$2,500.00

(15) Wrong laminate was installed on countertop in Room 107.	\$250.00
(16) The 1-hour firewall separating Rooms 104, 105, and 106 from Rental Space 101, and Rooms 111, 112, and 113 from Rental Space 116 were not constructed to full height to the underside of the roof.	\$3,237.85
(17) Drive-In estimate bay is not 3-hour rated in violation of applicable building codes.	\$1,291.75
(18) Original Contract Drawing A101 shows the restroom walls to be wall Type [C]. Drawing A303 requires wall Type [C] to have acoustical insulation. Defendant failed to install acoustical insulation.	\$2,728.44
(19) Defendant failed to install acoustical insulation in the walls between Plaintiff's office and the two (2) rental units.	\$2,059.20
(20) Walls "A" and "J" were constructed with wooden studs. Per drawing, said walls were to be constructed with metal studs.	\$5,000.00
(21) Wall "A" was not constructed with a 1" air space between the wood studs and block wall.	\$2,000.00
(22) Wall types "A" and "J" cores are not filled with insulation.	\$3,947.45
(23) The storage area, noted as "Mech. Room" on the drawings was shown to have a drywall finished 1-hour rated enclosure. This room, shown on	\$15,000.00

Drawing A301, with the 1-hour fire rating walls was not installed. Further, electric outlets should have been placed in said room at 6' increments per the NEC/NFPA-70.

(24) Normal access to the Mechanical Room was not installed.	\$1,798.34
(25) The separation wall from Gridline B3 to B1 was not constructed (in Parts Area 120).	\$16,549.57
(26) Hot and cold water line penetrations through the 3-hour firewall were not sealed (4 locations).	\$140.00
(27) Inside 119 mechanical room, the wall and ceiling joints were not properly sealed. Electrical conduit and vent gas penetrations were not sealed.	\$2,843.00
(28) There were dents in two (2) inner panels along the shop area walls.	\$311.00
(29) Defendant poured the concrete floor of the Drive-In Estimates Bay, Room 109, in weather conditions such that cause the concrete floor to crack.	\$468.88
(30) Rental Space 116 slab was placed without vapor barrier.	\$150.00 (material only)
(31) Trench drains in the Shop Area and Parts Area do not line up properly with inlets.	\$7,500.00
(32) Perimeter curbing was not installed at office doors.	\$300.00
(33) Isolation and expansion joints were not installed around the interior circular columns.	\$1,443.75

(34) A cold joint in the concrete area was incorrectly constructed along gridline between the paint booth area and the shop area.	\$250.00
(35) Concrete slabs placed without structural reinforcement and without proper soil compaction.	\$635.00
(36) Water heater was installed an excessive distance away from Rooms 104, 110, 111, and 112.	\$2,554.20
(37) Refrigerant lines were not charged sufficiently between the condenser and the evaporator of the center office area HVAC unit.	\$350.00
(38) Water meters and shutoff valves for the entire facility are installed in the mechanical room in Rental Space 101.	\$302.12
(39) Cold and hot water piping to and from the mechanical room were not insulated.	\$1,200.00
(40) Gas piping and/or electric power was not installed to stove location as identified on Drawing A101.	\$256.19
(41) Electrical panels in Office 101 and 116 were not placed in mechanical rooms.	\$5,200.00
(42) Emergency lighting was not installed over Door 002.	\$250.00
(43) Outlet for time clock not installed.	\$140.00

(44) Mirrors in restrooms 110 and 112 do not tilt to meet ADA requirements	\$535.82
(45) No soap dispensers installed in Room 110 and 112	\$158.58
(46) Under sink piping in Restroom 110 and 112 did not meet ADA standards.	\$75.00
(47) Exterior doors on metal building were installed without door sweeps.	\$167.20
(48) Gas line support brackets over doors along Gridline A are incorrect and inadequate. Branch line for tee for the paint booth was installed facing downward above the overhead door instead of upward.	\$300.00
(49) Door 101 was installed as a 13' 6" high x 14' 2" wide door. Drawing (page 7 of 19) calls for a 14' x 14' door.	\$6,126.18
(50) Six (6) metal protective covers should be fabricated and installed over all hot water supply and return in-floor manifolds to prevent damage.	\$720.00
(51) Concrete block wall beside Door 011 has a vertical stress crack. This crack is a result of lack of a bearing slide plate under the lintel. This construction exists in six other places.	\$3,045.00
(52) Conduit for face of building was installed; wiring for the sign was not pulled.	\$132.00
(53) Only two of the four downspouts shown on the drawing were installed.	\$300.00

(54) Two roof scuppers per the drawings need to be installed on the roof to divert the rapid descent of the water into the gutter.	\$2,000.00
(55) The Drivit exterior insulation finish system finish material on the front face of the building was spalling in many areas.	\$2,500.00
(56) The arches at either end of the front elevation were not constructed per Drawing S102.	\$3,000.00
(57) The column inset detail was not corbelled as shown on the drawing "Front Elevation" (Drawing A301)	\$3,000.00
(58) The roof trusses were not constructed as shown on Drawing A201. The pitch of the roof was lowered from 5 on 12 to 4.5 on 12.	\$9,200.00
(59) 40' long sidewalk joint to building joint was not filled with backer and sealant.	\$82.28
(60) Expansion joint material at the end of each sidewalk not removed.	\$40.00
(61) Four outside service doors were not equipped with cold water hose bib, GFCI electric outlet, and compressed air tap.	\$1,125.00
(62) Defendant relocated catch basin into sidewalk path and then failed to install sidewalk.	\$15,848.00
(63) Two rows of snow cleats were not installed on the metal building roof, creating a hazard during snow events.	\$10,776.00

(64) The air conditioning lines penetrating into the building were not sealed.	\$105.00
(65) Interior and exterior masonry joints were not filled with backer rod and sealant.	\$7,272.75
(66) In the attic space in the facility, the sheathing displays mold.	\$75.00
(67) Cable runs for phone, television, and computers were not installed.	\$7,309.00
(68) The facility locks were not keyed alike and a master key was not provided to the owner.	\$250.00
(69) Cement, EFIS, and tape residue not cleaned from face of concrete blocks.	\$180.00
(70) General cleaning of the entire facility interior and exterior was not performed.	\$480.00
(71) Vinyl siding was installed directly over gypsum board with no provisions for vapor or moisture barrier.	\$6,500.00
(72) No concrete test cylinders were completed to verify concrete strengths of the project.	\$600.00
(73) Ceiling fans were not installed in shop area.	\$3,700.00
(74) Exhaust curbs were not installed.	\$1,823.00

(75) The as-built drawings have many errors, typos, and are not considered "as-builts". Drawings need to be upgraded and brought up to true as-built drawings.	\$720.00
(76) Power in the attic ventilators not installed.	\$800.00
<b>Total</b>	<b>\$197,793.55</b>

12. As a result of the Defendant's breach, completion of the building was delayed thirty-four (34) weeks. As a result, Plaintiff incurred \$85,000 in lost income.

WHEREFORE, Plaintiff, Clarence Cataldo, demands judgment in his favor against Defendant in an amount in excess of \$25,000.00 together with interest, costs of suit and any further relief this Court deems appropriate.

**COUNT II**  
**FRAUDULENT MISREPRESENTATION**

13. Plaintiff incorporates all prior paragraphs herein.
14. Sullivan and his agents made statements to Cataldo and relevant officials that the building site was approved for development as per the project specifications.
15. At the time he made the statement, Sullivan knew or should have known that the requisite approvals and permits had not been obtained.

16. Sullivan made these statements knowing that Cataldo would rely on them.

17. Relying on Sullivan's fraudulent misrepresentations, Cataldo began the site work necessary for the building project.

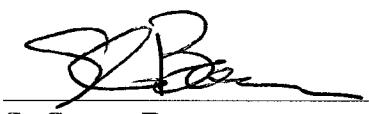
18. In the course of performing the required site work, Cataldo unknowingly filled wetland areas located within the footprint of the building.

19. As a result of Cataldo's reliance on Sullivan's fraudulent misrepresentations, Cataldo incurred wetland mitigation costs in excess of \$24,622.62.

20. As a result of his reliance on Sullivan's fraudulent misrepresentations, Cataldo's building project was delayed an additional fourteen (14) weeks. The Plaintiff thereby incurred an additional income loss of \$35,000.

WHEREFORE, Plaintiff, Clarence Cataldo, demands judgment in his favor and against Sullivan in an amount in excess of \$25,000.00 together with interest, costs of suit and any further relief this Court deems appropriate.

Respectfully submitted,



---

S. Casey Bowers  
Attorney for Plaintiff

**VERIFICATION**

I, CLARENCE CATALDO, do hereby verify that I have read the foregoing Amended Complaint and that the statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 5-29-2007



A handwritten signature in black ink, appearing to read "Clarence Cataldo", is written over a horizontal line. Below the signature, the name "Clarence Cataldo" is printed in a smaller, sans-serif font.

# SULLIVAN COMPANY

P. O. BOX 1112 DUBOIS, PENNSYLVANIA 15801  
PHONE (814) 371-3144 FAX (814) 375-3144

August 06, 2004

Proposal To: Cataldo Collision Center  
10040 Tyler Road  
Penfield, PA 15849  
(814) 637-5600  
Attention: Carney Cataldo

Job Site: Cataldo Collision South  
615 Division Street  
DuBois, PA 15801  
(814) 372-8600

Project Title: Body Shop & Offices

We are pleased to offer the following proposal for your new state of the art collision repair center. We have, with your input and direction, designed a 14,200 square foot facility that includes a 10,000 square foot shop area and a 4,200 square foot office and retail area.

It is our understanding that this facility is to be constructed at the above referenced address. The owner will be responsible for the purchase of said property and will provide the contractor with a copy of the recorded deed for the purpose of securing all necessary permits. It is further understood that the owner will be responsible for the hauling, grading and compaction of all necessary fill dirt and asphalt paving.

The following proposal will include all:

Labor	Materials	Construction Equipment
Tax	Permit fees	Structural Engineering
Tap fees	Design	

to construct a collision repair center as outlined in attached plans and drawings. Although many of the drawings show furnishings, it is important to note that these items are shown only to aid in the design of the building and to help the customer visualize the necessary space required for each. Items not attached to the structure are not included in the proposal and are listed as follows:

Desks	Tables	Chairs
Lockers	Stoves / Ovens	Refrigerators
Fencing	Signage	Office Equipment



Your estimated completion date is five months from the date we receive first payment. This is an estimated completion date and can be affected by elements beyond our control. Weather, material shortages and change orders will all have an affect on the actual completion date.

Total Amount of Proposal **\$598,000.00**

Proposal Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Carney Cataldo  
Cataldo Collision Center

## PAYMENT SCHEDULE

### First Payment

-due with acceptance of proposal

\$29,900.00

### Second Payment

-due with completion of excavation for

-footers	-storm water drainage and basins
-sanitary drain line	-water line
-electric lines	-communication lines

\$29,900.00

### Third Payment

-due with completion of front office masonry

\$59,800.00

### Fourth Payment

-due with completion of rear shop masonry and concrete piers

\$59,800.00

### Fifth Payment

-required steel deposit at time of order

\$59,800.00

### Sixth Payment

-due with completion of concrete floors

\$59,800.00

### Seventh Payment

-due with completion of rear shop building erection and doors

\$59,800.00

### Eighth Payment

-due with completion of front office framing and exterior doors

\$59,800.00

### Ninth Payment

-due with completion of mechanicals

-electrical	-plumbing
-HVAC	

\$59,800.00

### Final Payment

-due with completion of interior office finish

-doors	-base moldings and trims
-wall coverings	-floor coverings
-ceilings	-cabinetry

\$119,600.00

Total Amount of Payments

\$598,000.00

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

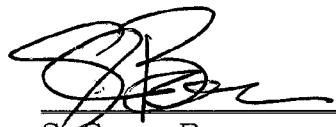
CLARENCE CATALDO t/d/b/a CATALDO COLLISION CENTER, INC.,	:	CIVIL ACTION - AT LAW
Plaintiff	:	No. 06-664
vs.		
MARK SULLIVAN, t/d/b/a SULLIVAN COMPANY	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I hereby certify that on the 29th day of May, 2007 a true and correct copy of the foregoing Amended Complaint was forwarded via US first class mail, postage prepaid, addressed as follows:

Benjamin S. Blakley, Esquire  
Blakley & Jones  
90 Beaver Drive, Box 6  
DuBois, PA 15801

Stuart L. Hall, Esquire  
Miller and Hall  
138 E. Water Street  
Lock Haven, PA 17745



---

S. Casey Bowers  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a  
CATALDO COLLISION CENTER, INC.,

Plaintiff,

vs.

MARK SULLIVAN, t/d/b/a SULLIVAN  
COMPANY,

Defendant.

- ) NO. 06 - 664 - CD
- )
- ) Type of Case: CIVIL
- )
- ) Type of Pleading: ANSWER TO
- ) AMENDED COMPLAINT &
- ) COUNTERCLAIM
- )
- ) Filed on Behalf of: DEFENDANT
- )
- ) Counsel of Record:
- ) BENJAMIN S. BLAKLEY, III
- )
- ) Supreme Court No. 26331
- )
- ) BLAKLEY & JONES
- ) 90 Beaver Drive, Box 6
- ) DuBois, PA 15801
- ) (814) 371-2730

FILED

JUN 20 2007

112:15 AM  
William A. Shaw  
Prothonotary/Clerk of Court

1 cent to ATI

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
 )  
 Plaintiff, ) ) NO. 06 - 664 - CD  
 vs. )  
 )  
 MARK SULLIVAN, t/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 is 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 an order may be entered against you by the Court without further notice for any money claimed in the Complaint requested by Plaintiff. You may lose money or property or other rights important to you.

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

David J. Nelson, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, )  
vs. ) NO. 06 - 664 - CD  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, )  
Defendant. )

ANSWER TO AMENDED COMPLAINT

AND NOW, comes Defendant, **MARK SULLIVAN, t/d/b/a SULLIVAN COMPANY**,  
by and through his attorneys **BLAKLEY & JONES and MILLER AND HALL**, and hereby  
answers Plaintiff's Amended Complaint as follows:

**COUNT I**  
**BREACH OF CONTRACT**

1. Admitted.
2. It is admitted that, at the time of the parties' entry into their contractual relationship, Defendant, **MARK SULLIVAN**, was trading and doing business as Sullivan Company at the address as set forth in Plaintiff's Amended Complaint. It is further averred that the Defendant presently is incorporated as Mark T. Sullivan Company, Inc. It is denied that the business address of the Defendant is P. O. Box 1113, DuBois, Clearfield County, Pennsylvania, 15801, and on the contrary, it is averred that the correct address is P. O. Box 1112, DuBois, Clearfield County, Pennsylvania, 15801.

3. Admitted.

4. It is denied that under the subject contract, Sullivan was responsible for all engineering work necessary for the building project, and on the contrary, it is averred that the Defendant was responsible for the engineering work necessary for the building itself, but not for the grounds upon which the building was to be erected, that being the responsibility of the Plaintiff as set forth in the parties' contract.

5. It is admitted that Sullivan retained Hughes Engineering to perform the required engineering work upon the subject building and to secure the necessary building permits.

6. Admitted.

7. It is denied that Cataldo fulfilled all the conditions necessary for Sullivan's performance under the contract, and on the contrary, it is averred that Cataldo failed to properly prepare the site for the proposed construction of the Plaintiff's building, thereby causing delays to the project. Further, the Plaintiff withheld payment pursuant to the payment schedule set forth in the parties' contract, thereby making it impossible for the Defendant to complete the project under the terms of the parties' contract, specifically the ninth payment and the final payment as set forth in the schedule of payments appended to the parties' contract of August 6, 2004.

8. It is admitted that Cataldo authorized one written change order throughout the course of the entire project; however, it is further averred that Cataldo orally requested changes on a regular basis, the said changes having been performed by the Defendant, and said changes consisting of, but not being limited to the following:

- a. use of less expensive materials in the construction of the subject building; and
- b. change to the truss for the roof of the subject building to provide for a lower truss than originally called for under the specifications.

9. It is admitted that Sullivan stopped work on the building before it was serviceable and did not complete the contract; however, it is further averred that, because of the Plaintiff's cessation of payments as called for under the parties' contract of August 6, 2004, Sullivan was unable to continue his purchase of materials for the subject building, thereby making it impossible for him to complete the work as set forth in the parties' contract. Further, the Plaintiff, through his attorney, did request that the Defendant cease work upon the subject property. A copy of said correspondence is attached hereto and marked Defendant's Exhibit A. It is further averred that the Plaintiff's request that the Defendant cease work upon the subject premises was without cause and was itself a breach of the parties' contract of August 6, 2004.

10. Denied, and on the contrary, it is averred that any deviation from the specifications for the building of the subject structure were done with the Plaintiff's approval and consent and after consultation with the Plaintiff.

11. After reasonable investigation, Defendant is unable to determine the truth or falsity of the allegations contained within Paragraph 11(1) through 11(76) of the Plaintiff's Amended Complaint, along with the estimated costs as alleged in said paragraph, and therefore denies the same and demands strict proof thereof at trial.

12. It is denied that the Defendant was, in any manner, in breach of its obligations under the parties' contract of August 6, 2004, or that any action on the part of the Defendant

caused any delay in the completion of the subject building, and on the contrary, it is averred that any delays in the completion of the building were caused by the actions of the Plaintiff in his failure to properly prepare the site for building and in his unjustified termination of the Defendant under the parties' contract of August 6, 2004. It is further denied that the Plaintiff incurred any loss of income as the result of any actions of the Defendant, and on the contrary, it is averred that, if the Plaintiff incurred any loss of income, it was as the sole result of the actions of the Plaintiff as set forth herein.

WHEREFORE, Defendant demands that Plaintiff's Amended Complaint be dismissed.

**COUNT II**  
**FRAUDULENT MISREPRESENTATION**

13. Requires no answer.
14. It is denied that Sullivan and his agents made statements to Cataldo and relevant officials that the building site was approved for development as per the project specification, and on the contrary, it is averred that, under the parties' contract of August 6, 2004, Cataldo, and not the Defendant, was responsible for the site preparation. Further, it is averred that it was the Plaintiff who represented to the Defendant that the building site was suitable for development.
15. It is denied that the Defendant made any statements to the Plaintiff that the building site was approved for development, and on the contrary, it is averred that, under the parties' contract of August 6, 2004, the Plaintiff was responsible for securing the necessary permits for the preparation of the site upon which the subject building was to be constructed by the Defendant, the same being the obligation of the Plaintiff.

16. It is denied that the Defendant made any statements to Cataldo, such as would be relied upon by Cataldo in the preparation of the site upon which the building was to be constructed, and on the contrary, it is averred that all site preparation was to be completed by the Plaintiff pursuant to the parties' contract of August 6, 2004.

17. Denied, and on the contrary, it is averred that no representations were made to Cataldo which would have caused Cataldo to begin the site work necessary for the building project, such that the project would have been delayed.

18. It is denied that Cataldo filled wetland areas located within the footprint of the building, and on the contrary, it is averred that Cataldo filled a wetland area located behind the area located within the footprint of the building and not within the footprint of the building itself.

19. It is denied that any wetland mitigation costs incurred by the Plaintiff were incurred as the result of Plaintiff's reliance on any representations made by the Defendant, and on the contrary, it is averred that no representations were made by the Defendant or his agents which would have caused Cataldo to improperly fill wetlands located behind the proposed building and which exposed the Plaintiff to mitigation costs.

20. Denied for the reasons set forth above. It is further denied that the Plaintiff incurred any additional income loss as the result of any actions on the part of the defendant, and on the contrary, it is averred that any alleged income loss, if any, incurred by the Plaintiff was incurred as the result of the Plaintiff's improper filling of wetland areas which was done as the result of the negligent acts of the Plaintiff and his employees.

WHEREFORE, Defendant demands that Plaintiff's Amended Complaint be dismissed.

**COUNTERCLAIM**  
**BREACH OF CONTRACT**

21. Defendant/Counterplaintiff incorporates by reference his answers to Paragraphs 1 through 20 of Plaintiff/Counterdefendant's Amended Complaint as if the same were fully set forth herein.

22. On or about August 6, 2004, the parties entered into a written agreement for the construction of a new building on Cataldo's premises located at 615 Division Street, DuBois, Clearfield County, Pennsylvania. A true and correct copy of said agreement is attached hereto and marked Defendant's Exhibit B.

23. Under the terms of the written contract, the Plaintiff/Counterdefendant was obligated to pay to the Defendant/Counterplaintiff the sum of \$598,000.00 in ten (10) payments, with the said payments to take place at times specified in the said contract and during the Defendant/Counterplaintiff's construction of the building on the lands of the Plaintiff/Counterdefendant.

24. The Defendant/Counterplaintiff performed his obligations under the parties' contract of August 6, 2004, and in addition to the work performed by the Defendant/Counterplaintiff, who performed in accordance with the drawings and specifications supplied by Hughes Engineering, the Defendant/Counterplaintiff did provide to the Plaintiff/Counterdefendant the following additional services, which were not included in the parties' contract of August 6, 2004, but were included in the contract price to be paid by the Plaintiff/Counterdefendant to the Defendant/Counterplaintiff:

a.	Assistance by Groves Excavating with work mandated by the Commonwealth of Pennsylvania Department of Environmental Protection	\$ 4,129.00
b.	Removal of all oversize rock and placement of silt fence and silt bags	2,245.00
c.	Addition of 16-foot wood stud wall and 5/8 sheet-rock taped and finished smooth in the lunch room	426.00
d.	Addition of 28-foot wood stud wall and 5/8 sheet-rock taped and finished smooth in office area	715.00
e.	Provide for rental unit, toilet, sink and grab bars to match other restrooms	363.00
f.	Addition of 2,100 square feet to shop heating system (paint booth 900 square feet, canopy 1,200 square feet)	11,004.00
g.	Ceiling tile upgrade for lobby and lobby restroom	563.00
h.	Additional garage door push button at reception desk	109.00
I.	Provide rental unit emergency lighting to match other units in building	128.00
j.	Reception counter additions, drawer unit and raised panels	400.00
k.	Additional concrete work at paint booth (suspended slabs)	4,037.00
l.	Additional steel door and frame in masonry wall between lunch room and estimating bay	751.00
m.	Rental utilities, natural gas and electric	296.00
<hr/>		
<b>Total</b>		<b>\$25,166.00</b>

25. On February 25, 2005, the Plaintiff/Counterdefendant, through his attorneys, did instruct the Defendant/Counterplaintiff to cease his work on the subject premises without cause and without prior notice. A copy of said notice is attached hereto and marked as Exhibit C.

26. At the time of the discharge of the Defendant/Counterplaintiff by Plaintiff/Counterdefendant, the Plaintiff/Counterdefendant had made payment to the Defendant/Counterplaintiff of \$456,016.67, leaving an amount owing to the Defendant/Counterplaintiff of \$162,983.33, plus the additional charges as set forth in the previous paragraph, leaving a total owing the Defendant/Counterplaintiff by Plaintiff/Counterdefendant of \$188,149.33.

27. At the time of the improper discharge of the Defendant/Counterplaintiff by Plaintiff/Counterdefendant, the Plaintiff/Counterdefendant was entitled to credits against amounts owed to the Defendant/Counterplaintiff for various items which were deleted by the Plaintiff/Counterdefendant during the parties' business relationship which were left uncompleted by the Defendant/Counterplaintiff at the time of its unlawful discharge, such credits consisting of the following:

a.	Placement of sidewalk	\$ 5,000.00
b.	Final finish of EFIS on building front	3,375.00
c.	Items unfinished at time of discharge	8,948.00
<b>Total Credits</b>		<b>\$17,323.00</b>

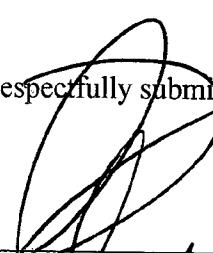
28. With the amounts due and owing the Defendant/Counterplaintiff at the time of its discharge and the credits due the Plaintiff/Counterdefendant at the time of said discharge, the amount then due and owing the Defendant/Counterplaintiff was \$170,826.33.

29. Despite repeated requests for payment, Plaintiff/Counterdefendant has refused to make payment upon amounts due and owing Defendant/Counterplaintiff.

30. The actions of the Plaintiff/Counterdefendant in discharging the Defendant/Counterplaintiff was without cause and without prior notice, and as a result constitutes a breach of the parties' agreement of August 6, 2004, entitling the Defendant/Counterplaintiff to damages for amounts unpaid by the Plaintiff/Counterdefendant under the parties' contract of August 6, 2004, in the amount of \$170,826.33.

WHEREFORE, Defendant/Counterplaintiff, **MARK SULLIVAN, t/d/b/a SULLIVAN COMPANY**, demands judgment against the Plaintiff/Counterdefendant, **CLARENCE CATALDO, t/d/b/a CATALDO COLLISION CENTER, INC.**, in the amount of \$170,826.33, plus interest from February 25, 2005, costs of suit and any further relief that this Honorable Court deems appropriate.

Respectfully submitted,

  
\_\_\_\_\_  
Benjamin C. Bradley, III  
Attorney for Defendant/Counterplaintiff

## VERIFICATION

I, **MARK SULLIVAN**, hereby state that I am the Defendant in this action and verify that the statements made in the foregoing Answer to Amended Complaint and Counterclaim are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



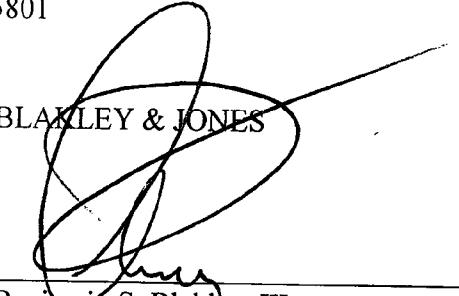
Mark Sullivan  
MARK SULLIVAN

Dated: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I, BENJAMIN S. BLAKLEY, III, hereby certify that I have served a true and correct copy of Defendant/Counterplaintiff's Answer to Amended Complaint and Counterclaim upon counsel for the Plaintiff/Counterdefendant on this 19<sup>th</sup> day of June, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
P. O. Box 487  
DuBois PA 15801

  
BLAKLEY & JONES

Benjamin S. Blakley, III  
Attorney for Defendant/Counterplaintiff

Prothonotary/Clerk of Courts  
William A. Shaw

JUN 20 2007

FILED

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLARENCE CATALDO, t/d/b/a ) NO. 06 - 664 - CD  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, ) Type of Case: CIVIL  
vs. )  
MARK SULLIVAN, t/d/b/a SULLIVAN ) Type of Pleading:  
COMPANY, ) PRAECIPE TO ATTACH EXHIBITS  
Defendant. ) Filed on Behalf of: DEFENDANT  
 ) Counsel of Record:  
 ) BENJAMIN S. BLAKLEY, III  
 )  
 ) Supreme Court No. 26331  
 )  
 ) BLAKLEY & JONES  
 ) 90 Beaver Drive, Box 6  
 ) DuBois, PA 15801  
 ) (814) 371-2730  
)

FILED  
MAY 21 2001 NO CC  
JUN 27 2001  
GK  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD, PENNSYLVANIA  
CIVIL ACTION - AT LAW

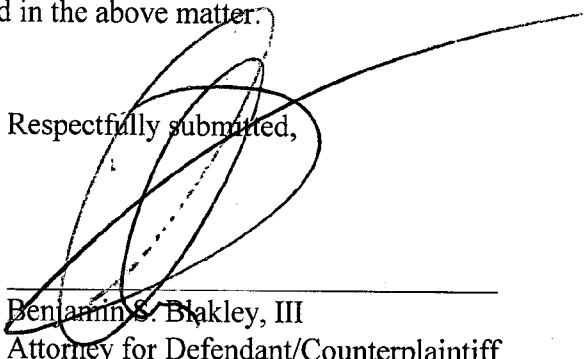
CLARENCE CATALDO, t/d/b/a )  
CATALDO COLLISION CENTER, INC., )  
Plaintiff, )  
vs. ) NO. 06 - 664 - CD  
MARK SULLIVAN, t/d/b/a SULLIVAN )  
COMPANY, )  
Defendant. )

**PRAECIPE TO ATTACH EXHIBITS**

**TO WILLIAM A. SHAW, PROTHONOTARY:**

Please attach the following Exhibits to Defendant/Counterplaintiff's Answer to Amended  
Complaint and Counterclaim previously filed in the above matter.

Respectfully submitted,

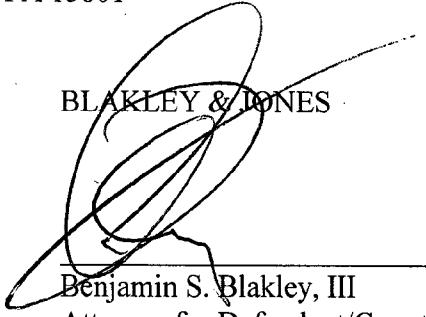
  
\_\_\_\_\_  
Benjamin S. Blakley, III  
Attorney for Defendant/Counterplaintiff

Dated: June 26, 2007

**CERTIFICATE OF SERVICE**

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I have served a true and correct copy of Defendant/Counterplaintiff's Praecipe to Attach Exhibits upon counsel for the Plaintiff/Counterdefendant on this 26<sup>th</sup> day of June, 2007, by hand delivery as follows:

S. Casey Bowers, Esquire  
Hanak, Guido and Taladay  
P. O. Box 487  
DuBois PA 15801

  
BLAKLEY & JONES

Benjamin S. Blakley, III  
Attorney for Defendant/Counterplaintiff

**HANAK, GUIDO and TALADAY**  
**Attorneys at Law**

Robert M. Hanak  
Anthony S. Guido  
Matthew B. Taladay

Nicole Hanak Bankovich  
S. Casey Bowers

Telephone: (814) 371-7768  
Fax: (814) 371-1974

498 Jeffers Street  
P.O. Box 487  
DuBois, PA 15801

**February 25, 2005**

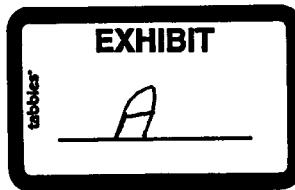
Sullivan Company  
P. O. Box 1112  
DuBois, PA 15801

**Re: Cataldo Collision Center  
615 Division Street - Construction**

Dear Mr. Sullivan:

This office has been retained to represent Cataldo Collision Center. Kindly direct all correspondence to the undersigned. We have come to a point in the construction contract where it is obvious that Mr. Cataldo's building has not been constructed in accordance with the engineer's specifications. It is further obvious that construction was not completed within five months of the date of the first construction payment as agreed. Mr. Cataldo has on numerous occasions attempted to have you cure or rectify matters, some of which have been corrected and some remain as incorporated in the construction contrary to the engineer's specifications. Uni-Tec Consulting Engineers, Inc., is in the process of compiling a list of omissions, unauthorized alterations and flaws in the construction. We will provide you with a copy of Uni-Tec's report upon our receipt of same. At this point, it is obvious that the quality of the building is not as specified, and completion cannot occur within the time line of the agreement, or within a reasonable time.

We are hereby giving you notice that our contract with you is terminated. You are requested to remove all your workmen and your tools and equipment from the job site. All building materials on site must remain in place. From this point forward, Mr. Cataldo will act as general contractor and subcontract out all of the remaining matters of construction to completion. At the conclusion and completion of the building, you will be given an accounting of the contract price, the cost of completion, and any amounts remaining owed to you within the contract price, or alternately amounts that you still may owe. All details of construction will be properly and accurately accounted for and will be presented to you.



Page 2  
February 25, 2005

It is unfortunate that this matter has happened, however, at this point we have no choice but to terminate this matter. You have always been aware that time is of the essence in the completion of this building. Mr. Cataldo is now at the point where major customers are threatening to remove work because of his inability to assure when he will be fully operational. Simply, we cannot let this happen.

Sincerely,



S. Casey Bowers

SCB/bab  
cc: Carney Cataldo  
CERTIFIED MAIL

# SULLIVAN COMPANY

P. O. BOX 1112 DuBOIS, PENNSYLVANIA 15801  
PHONE (814) 371-3144 FAX (814) 375-3144

August 06, 2004

Proposal To: Cataldo Collision Center  
10040 Tyler Road  
Penfield, PA 15849  
(814) 637-5600  
Attention: Carney Cataldo

Job Site: Cataldo Collision South  
615 Division Street  
DuBois, PA 15801  
(814) 372-8600

Project Title: Body Shop & Offices

We are pleased to offer the following proposal for your new state of the art collision repair center. We have, with your input and direction, designed a 14,200 square foot facility that includes a 10,000 square foot shop area and a 4,200 square foot office and retail area.

It is our understanding that this facility is to be constructed at the above referenced address. The owner will be responsible for the purchase of said property and will provide the contractor with a copy of the recorded deed for the purpose of securing all necessary permits. It is further understood that the owner will be responsible for the hauling, grading and compaction of all necessary fill dirt and asphalt paving.

The following proposal will include all:

Labor	Materials	Construction Equipment
Tax	Permit fees	Structural Engineering
Tap fees	Design	

to construct a collision repair center as outlined in attached plans and drawings. Although many of the drawings show furnishings, it is important to note that these items are shown only to aid in the design of the building and to help the customer visualize the necessary space required for each. Items not attached to the structure are not included in the proposal and are listed as follows:

Desks	Tables	Chairs
Lockers	Stoves / Ovens	Refrigerators
Fencing	Signage	Office Equipment

EXHIBIT

B

Your estimated completion date is five months from the date we receive first payment. This is an estimated completion date and can be affected by elements beyond our control. Weather, material shortages and change orders will all have an affect on the actual completion date.

Total Amount of Proposal **\$598,000.00**

Proposal Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

**Carney Cataldo  
Cataldo Collision Center**

**FILED**

**JUN 27 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a  
CATALDO COLLISION CENTER,  
INC.,  
Plaintiff

vs.

MARK SULLIVAN, t/d/b/a  
SULLIVAN COMPANY  
Defendants

CIVIL ACTION - AT LAW

No. 06-664

Type of pleading:

**ANSWER TO COUNTERCLAIM**

Filed on behalf of:  
**PLAINTIFF**

Counsel of record for  
this party:

S. Casey Bowers, Esq.  
Hanak, Guido and Taladay  
P. O. Box 487  
DuBois, PA 15801

(814) 371-7768

FILED

AUG 02 2007

M 10:20 AM (6)

William A. Shaw  
Prothonotary/Clerk of Courts

I CERT TO ATTY

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a	:	CIVIL ACTION - AT LAW
CATALDO COLLISION CENTER,	:	
INC.,	:	
Plaintiff	:	No. 06-664
vs.	:	
MARK SULLIVAN, t/d/b/a	:	
SULLIVAN COMPANY	:	
Defendants	:	

**ANSWER TO COUNTERCLAIM**

AND NOW, comes Plaintiff, Clarence Cataldo t/d/b/a Cataldo Collision, by and through his attorneys Hanak, Guido and Taladay, and hereby answers Defendant's Counterclaim averring as follows:

21. Paragraph 21 requires no response.
22. Admitted.
23. Denied as stated. The subject agreement is a written document and, therefore, speaks for itself. Any averment inconsistent with the written agreement is specifically denied.
24. Admitted and denied. It is denied that the Defendant completed the work set forth in paragraph 24 of Defendant's Counterclaim. It is admitted that said items were included in the contract price.

25. Admitted and denied. It is admitted that the Plaintiff instructed the Defendant to quit the premises. It is denied, however, that Plaintiff did so without cause or notice. On the contrary, Plaintiff so instructed the Defendant only after it became clear that the Defendant could not or would not perform his obligations under the contract.

26. Admitted and denied. It is admitted that Plaintiff paid Defendant \$456,016.67. It is denied, however, that Plaintiff owes anything further to Defendant.

27. Admitted and denied. It is admitted that Plaintiff is entitled to credit for work that Defendant failed to perform. It is denied that the amounts in items set forth in paragraph 27 of Defendant's Counterclaim are true and correct. The remaining averments in said paragraphs constitute conclusions of law. Therefore, no response is required. To an extent a response is required, said averments are denied.

28. Denied. Paragraph 28 of Defendant's Counterclaim sets forth conclusions of law to which no response is required. To the extent a response is required, said averments are denied. It is specifically denied that Plaintiff owes anything further to the Defendant.

29. Denied. Paragraph 29 of Defendant's Counterclaim sets forth conclusions of law to which no response is required. To the extent a response is required, said averments are denied. It is specifically denied that Plaintiff owes anything further to the Defendant.

30. Denied. Paragraph 30 of Defendant's Counterclaim sets forth conclusions of law to which no response is required. To the extent a response is required, said averments are denied. It is specifically denied that Plaintiff owes anything further to the Defendant.

WHEREFORE, Plaintiff respectfully requests this Court to dismiss Defendant's Counterclaim and enter judgment in the Plaintiff's favor.

Respectfully submitted,



---

S. Casey Bowers  
Attorney for Plaintiff

**VERIFICATION**

I, CLARENCE CATALDO, do hereby verify that I have read the foregoing Answer to Counteclaim and that the statements therein are correct to the best of my personal knowledge or information and belief.

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

Date: 7-20-07



Clarence Cataldo

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLARENCE CATALDO t/d/b/a	:	CIVIL ACTION - AT LAW
CATALDO COLLISION CENTER,	:	
INC.,	:	
Plaintiff	:	No. 06-664
vs.	:	
MARK SULLIVAN, t/d/b/a	:	
SULLIVAN COMPANY	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I hereby certify that on the 1<sup>st</sup> day of August,  
2007, a true and correct copy of the foregoing Answer to Counteclaim  
was forwarded via US first class mail, postage prepaid, addressed as  
follows:

Benjamin S. Blakley, Esquire  
Blakley & Jones  
90 Beaver Drive, Box 6  
DuBois, PA 15801

Stuart L. Hall, Esquire  
Miller and Hall  
138 E. Water Street  
Lock Haven, PA 17745



S. Casey Bowers  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

CLARENCE CATALDO and )  
CATALDO COLLISION CENTER, )  
INC., )  
Plaintiffs )  
)  
v. ) No. 06-664-CD  
)  
MARK SULLIVAN, i/t/d/b/a )  
SULLIVAN COMPANY )  
Defendants )



ORIGINAL

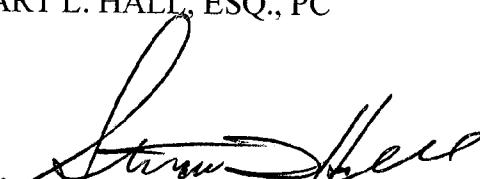
**PRAECIPE TO WITHDRAWAL APPEARANCE**

TO THE PROTHONOTARY:

Please withdrawal my appearance in the above-captioned matter on behalf of  
Mark Sullivan, i/t/d/b/a Sullivan Company. Thank you for your cooperation.

Respectfully submitted,  
STUART L. HALL, ESQ., PC

By

  
Stuart L. Hall, Esquire  
138 East Water Street  
Lock Haven, PA 17745  
(570) 748-4802  
PA Attorney I.D. #72814

FILED NO CC 6K  
MAY 27 2008  
Copy to CIA

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA  
CIVIL ACTION - LAW

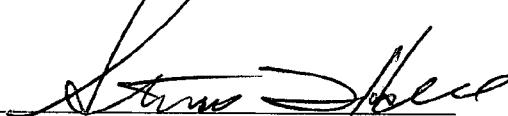
CLARENCE CATALDO and )  
CATALDO COLLISION CENTER, )  
INC., )  
Plaintiffs )  
v. ) No. 06-664-CD  
MARK SULLIVAN, i/t/d/b/a )  
SULLIVAN COMPANY )  
Defendants )

**CERTIFICATE OF SERVICE**

I hereby certify that on the 23<sup>rd</sup> day of May, 2008, I served a copy of the Praeclipe  
for Withdrawal of Appearance upon Benjamin S. Blakley, III, Esquire,  
90 Beaver Drive, Box 6, Du Bois, Pennsylvania 15801 and S. Casey Bowers, Esquire,  
498 Jeffers Street, P. O. Box 487, DuBois, Pennsylvania 15801, by United States first  
class mail, postage prepaid.

Respectfully submitted  
STUART L. HALL, ESQ., PC

By \_\_\_\_\_

  
Stuart L. Hall, Esquire  
Attorney for Defendant  
138 East Water Street  
Lock Haven, PA 17745  
(570) 748-4802

FILED

MAY 27 2008

William A. Shaw  
Prothonotary/Clerk of Courts

## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2006-00664-CD

Clarence Cataldo  
Cataldo Collision Center, Inc.

Vs.

Mark Sullivan  
Sullivan Company

**FILED**

FEB 01 2012

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

To All Parties and Counsel:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **April 2, 2012**.

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

By the Court,

*F. Cortez Bell III*

F. Cortez Bell, III, Esq.  
Court Administrator

Bowers  
Blakley

FILED

FEB 01 2012

William A. Shaw  
Prothonotary/Clerk of Courts

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Clarence Cataldo  
Cataldo Collision Center, Inc.

Vs.

2006-00664-CD

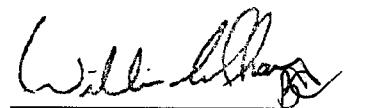
Mark Sullivan  
Sullivan Company

**FILED**

*Recd* JUL 27 2012  
612  
/ William A. Shaw  
Prothonotary/Clerk of Courts

**Termination of Inactive Case**

This case is hereby terminated with prejudice this July 27, 2012, as per Rule 230.2

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

**FILED**

JUL 27 2012

William A. Show  
Probate Court Clerk  
Clerk of Court