

07-361-CD  
B. McMullen et al vs E. Gilliland et al

Brian McMullen et al vs Eric Gilliland et al  
2007-361-CD

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

BRIAN McMULLEN, d/b/a  
PINE VALLEY FENCING,  
Plaintiff

vs.

ERIC GILLILAND and  
BERNADETTE GILLILAND,  
Defendants

CIVIL ACTION - AT LAW

No. 2007-361-CO

Type of Pleading:  
COMPLAINT

Filed on Behalf of:  
Plaintiff

Counsel of Record for This  
Party:  
Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
3 S. Brady Street, Suite 300  
P.O. Box 487  
DuBois, PA 15801  
(814) 371-7768

Dated: March 8, 2007

FILED  
MAR 09 2007  
m 11:45 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
2 CENTS TO STAMP

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

|                       |   |     |
|-----------------------|---|-----|
| BRIAN McMULLEN, d/b/a | : |     |
| PINE VALLEY FENCING,  | : |     |
| Plaintiff             | : |     |
| vs.                   |   | No. |
| ERIC GILLILAND and    | : |     |
| BERNADETTE GILLILAND, | : |     |
| 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.

Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 Ext. 1303

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

|                       |   |     |
|-----------------------|---|-----|
| BRIAN McMULLEN, d/b/a | : |     |
| PINE VALLEY FENCING,  | : |     |
| Plaintiff             | : |     |
|                       | : |     |
| vs.                   | : | No. |
|                       | : |     |
| ERIC GILLILAND and    | : |     |
| BERNADETTE GILLILAND, | : |     |
| Defendants            | : |     |

**COMPLAINT**

AND NOW, comes the Plaintiff, Brian McMullen, d/b/a Pine Valley Fencing, and hereby brings the within Complaint against the Defendants averring as follows:

1. Plaintiff is Brian McMullen, d/b/a Pine Valley Fencing, who resides at 686 McMullen Road, Ashville, Pennsylvania 16613.
2. Defendants are Eric Gilliland and Bernadette Gilliland, husband and wife, with an address of 548 Hunt Club Drive, Ginter, Clearfield County, Pennsylvania 16651.
3. At all times relevant hereto, Plaintiff was in the business of fencing construction and installation.
4. At all times relevant hereto, the Defendants owned, possessed and controlled property located at 548 Hunt Club Drive, Ginter, Clearfield County, Pennsylvania 16651.

5. In June, 2005, Defendant Eric Gilliland contacted Brian McMullen regarding the construction of a fence on the Defendants' property located at 548 Hunt Club Drive, Ginter, Pennsylvania 16651.

6. At that time, Defendants requested that Plaintiff to construct a "game fence" consisting of 10' fence with 8' woven wire, approximately 4,000 feet in total length ("game fence").

7. In early July, 2005, the Plaintiff began constructing the game fence on Defendants' land. In late July, 2005, Defendants gave Plaintiff a deposit in the amount of \$5,000.00.

8. In August, 2005, Plaintiff met with John Gilliland, father of Defendant Eric Gilliland, who advised that Defendants had requested that the fencing project was to be expanded to approximately 6,100 feet of total fencing.

9. In mid-September, 2005, the Defendant submitted a second deposit to Plaintiff in the amount of \$5,000.00.

10. The Plaintiff proceeded to complete construction of the game fence in accordance with Defendants' specifications.

11. On September 22, 2005, the Plaintiff completed the fencing job and presented his invoice showing total charges of \$33,660.00. That invoice was accepted and signed by Defendant Bernadette Gilliland on September 22, 2005. The original invoice is believed to be in the possession of the Defendants. Plaintiff's copy of the

invoice (including an additional credit notation) is attached as Exhibit "A".

12. The balance due and owing from Defendants to Plaintiff as of September 22, 2005 was \$23,660.00.

13. On December 16, 2005 Defendants made an additional payment of \$5,000.00.

14. In February, 2006, Plaintiff spoke with Defendant Eric Gilliland regarding repayment of the outstanding balance. Plaintiff advised Defendant Eric Gilliland that in consideration for not immediately seeking collection the debt that the entire unpaid balance would be subject to interest in the amount of 18% per annum. Defendant Eric Gilliland acknowledged and accepted these terms. Thereafter, invoices submitted to Defendants reflected interest on the unpaid balance at 18% per annum.

15. On April 28, 2006, the Plaintiff received another payment of \$1,000.00 from Defendants on the check of Warriors Mark Enterprises, Inc. of 549 Hunt Club Drive, Ginter, Pennsylvania 16651. This check was signed by Defendant Bernadette Gilliland.

16. Plaintiff has received no further payment from Defendants since April 28, 2006.

17. Despite repeated requests, Defendants have failed and refused to remit the unpaid invoice balance to Plaintiff.

18. There remains an unpaid balance due and owing from Defendants to Plaintiff in the amount of \$17,660.00 plus interest from September 22, 2005 at the rate of 18%.

**COUNT I  
BREACH OF CONTRACT**

19. Plaintiff incorporates paragraphs 1 through 17 of the Complaint as if set forth at length herein.

20. Plaintiff and Defendants have entered into a binding oral contract for the construction of a game fence approximately 6,100 feet in length.

21. Plaintiff has fully performed his obligations under the contract.

22. The prices charged by the Plaintiff to the Defendants are fair, reasonable and customary charges for the services provided.

23. Defendants have failed to perform their obligation under the contract by failing to pay the full contract price.

WHEREFORE, Plaintiff demands judgment against the Defendants in the amount of \$17,660.00, plus interest calculated at 18% per annum from September 22, 2005 until the date of judgment, plus Court costs and such other damages as may be allowed.

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

24. The averments of paragraphs 1 through 22 of the Complaint are incorporated by reference as if set forth in length.

25. Plaintiff, at the request of Defendants, has expended his time, energy, expertise, and materials constructing a game fence approximately 6,100 feet in length on the Defendants' property.

26. The Plaintiff conferred a benefit upon the Defendants at the request of, and with the full knowledge and consent of, the Defendants.

27. Defendants have failed to pay for the full value of the benefit conferred by the Plaintiff and have been unjustly enriched in the amount of \$17,660.00 plus interest.

WHEREFORE, Plaintiff demands judgment in his favor in the amount of \$17,660.00, plus interest calculated at 18% per annum from September 22, 2005 until the date of judgment, plus Court costs and such other damages as may be allowed.

WHEREFORE, Plaintiff demands judgment not in excess of the arbitration limits of this Court.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

Matthew B. Taladay, Esq.  
Attorney for Plaintiff

**VERIFICATION**

I, **Brian McMullen**, hereby verify that the statements made in the COMPLAINT are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to the authorities.

3/2/07

(Date)

Brian L. McMullen

Brian McMullen

**BRIAN MCMULLEN**  
OWNER/OPERATOR



COPY

686 McMullen Road  
Ashville, PA 16613  
814-674-2332

## Top Quality Installation At Affordable Prices

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

**EXHIBIT "A"**

Thank You!

02/19/2007 12:51



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF BUSINESS TAXES AND TAXES  
DEPT. 210001  
HARRISBURG, PA 17120-0401

## PENNSYLVANIA EXEMPTION CERTIFICATE

CHECK ONE:

STATE OR LOCAL SALES AND USE TAX  
 STATE OR LOCAL HOTEL OCCUPANCY TAX  
 PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)  
 PASSENGER CAR RENTAL TAX (PCR)

(Please Print or Type)

This form cannot be used to  
obtain a Sales Tax License  
Number, PTA License  
Number or Exempt Status.

Read Instructions  
On Reverse Carefully

**THIS FORM MAY BE PHOTOCOPIED - VOID UNLESS COMPLETE INFORMATION IS SUPPLIED**

CHECK ONE:  PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)  
 PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller or Lessor

Pine Valley Fencing - Brian L. McMullen

Street

686 McMullen Rd. Ashville

City

PA

State

Zip Code

Property and services purchased or leased using this certificate are exempt from tax because:  
(Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

1. Property or services will be used directly by purchaser in performing purchaser's operation of:

Farm

2. Purchaser is alone

3. Property will be resold under License Number \_\_\_\_\_ (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)

4. Purchaser is alone \_\_\_\_\_ holding Exemption Number \_\_\_\_\_

5. Property or services will be used directly by purchaser performing a public utility service. (Complete Part 5 on Reverse.)

6. Exempt wrapping supplier, License Number \_\_\_\_\_ (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)

7. Other \_\_\_\_\_  
(Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee

Signature

Date

9-22-05

Hidden Valley Pheasantry - Brian L. McMullen

City

State

Zip Code

548-Hunt Club Dr. Girard PA 16651

### 1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within sixty days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

### 2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

### 3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies. DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.

### 4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

v.

ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

No. 2007-361-CD

\* Type of Pleading:

\* **ANSWER, NEW MATTER AND  
COUNTERCLAIM**

\* Filed on behalf of:  
\* Defendants

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: April 23, 2007

FILED *cc Atty Naddeo*  
O/3:40 pm  
APR 23 2007 *WS*

William A. Shaw  
Prothonotary/Clerk of Courts

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

v.

ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

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\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 2007-361-CD

**NOTICE TO PLEAD**

TO THE PLAINTIFF/COUNTERCLAIM DEFENDANT:

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

NADDEO & LEWIS, LLC

By: James A. Naddeo  
James A. Naddeo, Esquire  
Attorney for Defendants

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

BRIAN McMULLEN, D/B/A PINE \*  
VALLEY FENCING, \*  
Plaintiff, \*  
\*  
v. \* No. 2007-361-CD  
\*  
ERIC GILLILAND and, \*  
BERNADETTE GILLILAND, \*  
Defendants. \*

ANSWER, NEW MATTER AND COUNTERCLAIM

NOW COME the Defendants, Eric Gilliland and Bernadette Gilliland, and by their attorney, James A. Naddeo, Esquire, set forth the following:

ANSWER

1. Denied after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

2. Admitted.

3. Denied after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

4. Admitted.

5. Admitted.

6. Denied. On the contrary, it is alleged that Defendant, Eric Gilliland, requested Plaintiff to construct approximately 7500 lineal feet of fence. In further answer

thereto, Defendants incorporate New Matter hereinafter set forth by reference.

7. Admitted. In further answer thereto, Defendants incorporate New Matter hereinafter set forth by reference.

8. Denied. On the contrary, it is alleged that the project was not expanded in August of 2005, but was reduced in scope to 5500 lineal feet, more or less.

9. Admitted.

10. Admitted. In further answer thereto, Defendants incorporate New Matter hereinafter set forth by reference.

11. Admitted. In further answer thereto, Defendants incorporate New Matter hereinafter set forth by reference.

12. Denied for reasons set forth in Defendants' New Matter which is incorporated herein by reference.

13. Admitted.

14. Denied. To the contrary, it is alleged that Defendant, Eric Gilliland, never agreed to pay 18 percent interest on the balance allegedly owed to Plaintiff for the reasons that Defendant at all times contested the balance owed to Plaintiff for the reasons set forth in Defendants' New Matter which is incorporated herein by reference.

15. Admitted.

16. Admitted. In further answer thereto, Defendants incorporate New Matter hereinafter set forth by reference.

17. Admitted. In further answer thereto, Defendants incorporate New Matter hereinafter set forth by reference.

18. Denied for reasons set forth in Defendants' New Matter which is incorporated herein by reference.

**COUNT I - BREACH OF CONTRACT**

19. No answer is required.

20. States a conclusion of law to which no answer is required. To the extent an answer may be required Defendants incorporate New Matter as if set forth in full herein.

21. Admitted as stated. In further answer thereto, Defendants incorporate New Matter as if set forth in full herein.

22. Denied after reasonable investigation Defendants are without knowledge or information sufficient to form a belief as to the truth of said averment.

23. Denied for the reasons set forth in Defendants' New Matter which is incorporated herein by reference.

WHEREFORE, Defendants request that judgment be entered in their favor and against the Plaintiff.

**COUNT II - UNJUST ENRICHMENT**

24. No answer is required.

25. Denied. To the contrary, it is alleged that Plaintiff constructed approximately 5500 lineal feet of fence on Defendants' property.

26. States a conclusion of law to which no answer is required. To the extent an answer may be required Defendants incorporate New Matter hereinafter set forth by reference.

27. States a conclusion of law to which no answer is required. To the extent an answer may be required Defendants incorporate New Matter hereinafter set forth by reference.

WHEREFORE, Defendants request that judgment be entered in their favor and against the Plaintiff.

**NEW MATTER**

**AS TO COUNT I - BREACH OF CONTRACT**

28. On or about June 2005, Defendant, Eric Gilliland, contacted Plaintiff for the purpose of having Plaintiff construct a fence upon Defendant's property located at 540 Hunt Club Drive, Ginter, Pennsylvania.

29. That, Defendant, Eric Gilliland, requested Plaintiff to construct approximately 7500 lineal feet of fence consisting of posts ten feet in height with woven wire eight feet in height.

30. That Plaintiff agreed to construct said fence for the sum of \$20,000.00 (Twenty thousand) dollars.

31. That in reliance upon the price quoted by Plaintiff to Defendants, Defendant, Eric Gilliland, instructed Plaintiff to proceed with the construction as agreed by the parties.

32. That Defendant, Bernadette Gilliland, at no time entered into a contract with Plaintiff either written or oral.

33. That in August 2005, Plaintiff was requested to reduce the lineal feet to be constructed by Plaintiff to approximately 5500 lineal feet.

34. That on September 22, 2005, Plaintiff presented an invoice directed to Defendant, Eric Gilliland, for the construction of 6100 lineal feet of fence at a price of \$33,660.00 (Thirty-three thousand six hundred sixty) dollars.

34. That the actual lineal feet constructed by Plaintiff was approximately 5500 lineal feet.

35. That the pro rata value of the contract price quoted to Defendant, Eric Gilliland, is \$14,800.00 (Fourteen thousand eight hundred) dollars.

36. That Defendant has paid to Plaintiff the sum of \$16,000.00 (Sixteen thousand dollars).

WHEREFORE, Defendants request that Plaintiff's Breach of Contract Claim be dismissed.

**AS TO COUNT II - UNJUST ENRICHMENT**

37. That Plaintiff constructed approximately 5500 lineal feet of game fence upon Defendants' property.

38. That the reasonable value of the fencing constructed by Plaintiff is \$2.50 per lineal foot or \$13,750.00 (Thirteen thousand seven hundred fifty) dollars.

39. That Defendant has paid to Plaintiff the sum of \$16,000.00 (Sixteen thousand) dollars.

40. That Plaintiff has been overpaid in the amount of \$2,250.00 (Two-thousand two hundred fifty) dollars.

WHEREFORE, Defendants request that Plaintiff's Unjust Enrichment Claim be dismissed and that judgment be entered against Plaintiff and in favor of Defendants.

**COUNTERCLAIM**

**COUNT I - BREACH OF CONTRACT**

41. Defendant/Counterclaim Plaintiff, Eric Gilliland, incorporates by reference all answers and averments set forth in paragraphs 1 through 40 as if set forth in full herein.

42. That Defendant/Counterclaim Plaintiff, Eric Gilliland, requested Plaintiff to construct approximately 7500 lineal feet of fence consisting of posts 10 feet in height with woven wire eight feet in height.

43. That Plaintiff agreed to construct said fence for the sum of \$20,000.00 (Twenty thousand) dollars.

44. That in reliance upon the price quoted by Plaintiff to Defendant/Counterclaim Plaintiff, Eric Gilliland, instructed Plaintiff/Counterclaim Defendant to proceed with the construction as agreed by the parties.

45. That in August 2005, Plaintiff/Counterclaim Defendant was requested to reduce the lineal feet to be constructed to approximately 5500 lineal feet.

46. That Plaintiff/Counterclaim Defendant agreed to this reduction as described in paragraph 45 and the actual lineal feet of fence constructed on Defendant/Counterclaim Plaintiff's property is approximately 5500 lineal feet.

47. That the pro rata value of the contract price quoted to Defendant/Counterclaim Plaintiff, Eric Gilliland agreed to (as described in paragraphs 42 and 43 supra) is \$14,800.00 (Fourteen thousand eight hundred) dollars.

48. That Plaintiff/Counterclaim Defendant refuses to accept the pro rata value of the work completed.

49. That the said refusal by Plaintiff/Counterclaim Defendant to accept payment from Defendant/Counterclaim Plaintiff as agreed is a breach of the agreed upon terms made by the parties.

50. That rather than accept payment of \$14,800.00 as agreed Plaintiff/Counterclaim Defendant demanded and accepted \$16,000.00 from Defendant/Counterclaim Plaintiff.

51. That in addition, Plaintiff/Counterclaim Defendant continues to demand additional monies over and above \$16,000.00 from Defendant/Counterclaim Plaintiff.

WHEREFORE, Defendant/Counterclaim Plaintiff requests that judgment be entered against Plaintiff/Counterclaim Defendant in the amount of \$1200.00 (One thousand two hundred) dollars.

COUNTERCLAIM

COUNT II - UNJUST ENRICHMENT

50. Defendant/Counterclaim Plaintiff, Eric Gilliland, incorporates by reference all answers and averments set forth in paragraphs 1 through 49 as if set forth in full herein.

51. That Defendant/Counterclaim Plaintiff has paid to Plaintiff/Counterclaim Defendant \$16,000.00 (Sixteen thousand) dollars.

52. That said payment by Defendant/Counterclaim Plaintiff to Plaintiff/Counterclaim Defendant as described in paragraph 51 was for the construction of a game fence by Plaintiff/Counterclaim Defendant upon Defendant/Counterclaim Plaintiff's property, said fence measuring approximately 5500 lineal feet.

53. That the reasonable value of the fencing as constructed by Plaintiff/Counterclaim Defendant upon Defendant/Counterclaim Plaintiff's property is \$2.50 per lineal foot or \$13,750.00.

54. That Plaintiff/Counterclaim Defendant has been unjustly enriched in the amount of \$2,250.00.

WHEREFORE, Defendant/Counterclaim Plaintiff requests that judgment be entered against Plaintiff/Counterclaim Defendant in the amount of \$2,250.00 (Two thousand two hundred fifty) dollars.

NADDEO & LEWIS, LLC

By James A. Naddeo  
James A. Naddeo  
Attorney for Defendant/  
Counterclaim Plaintiff

V E R I F I C A T I O N

I, Eric Gilliland, Defendant, verify that the statements made in the foregoing Answer, New Matter and Counterclaim are true and correct upon my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

By:

  
Eric Gilliland  
Defendant

Dated: 16 Apr 07

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

BRIAN McMULLEN, D/B/A PINE \*  
VALLEY FENCING, \*  
Plaintiff, \*  
\*  
V. \* No. 2007-361-CD  
\*  
ERIC GILLILAND and, \*  
BERNADETTE GILLILAND, \*  
Defendants. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Answer, New Matter and Counterclaim was served on the following and in the following manner on the 23rd day of April, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay  
Hanak, Guido and Taladay  
3 S. Brady Street, Suite 300  
P.O. Box 487  
DuBois, PA 15801

NADDEO & LEWIS, LLC

By: James A. Naddeo  
James A. Naddeo  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

BRIAN McMULLEN, d/b/a  
PINE VALLEY FENCING,  
Plaintiff

vs.

ERIC GILLILAND and  
BERNADETTE GILLILAND,  
Defendants

CIVIL ACTION - AT LAW

No. 2007-361-CD

Type of Pleading:  
REPLY TO NEW  
MATTER

Filed on Behalf of:  
Plaintiff

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
3 S. Brady Street, Suite 300  
P.O. Box 487  
DuBois, PA 15801  
(814) 371-7768

Dated: May 17, 2007

FILED NOCC  
MAY 18 2007  
(6K)

William A. Shaw  
Prothonotary/Clerk of Courts

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

BRIAN McMULLEN, d/b/a  
PINE VALLEY FENCING,  
Plaintiff

vs. : No. 2007-361-CD

ERIC GILLILAND and  
BERNADETTE GILLILAND,  
Defendants

**REPLY TO NEW MATTER**

**As to Count I - Breach of Contract**

AND NOW, comes the Plaintiff, Brian McMullen, d/b/a Pine Valley Fencing, and hereby responds to New Matter and Counterclaim of Defendants as follows:

28. Admitted in part and denied in part. Plaintiff believes and therefore avers that the property in question is located at 548 Hunt Club Driver. The remaining allegations are admitted.

29. Denied. To the contrary, Eric Gilliland initially requested Plaintiff to construct approximately 4,000 lineal feet of fence consisting of post 10 feet in height and woven wire 8 feet in height.

30. Denied. To the contrary, Plaintiff quoted the Defendants the price of \$5.00 per foot installation price with an additional \$120.00 per corner and \$85.00 per end, plus the cost of excavation work.

31. Denied. To the contrary, Defendant Eric Gilliland instructed the Plaintiff to proceed under the terms set forth in paragraph 30 above.

32. Denied. To the contrary, Defendant Bernadette Gilliland is a party to the contract by her status as an intended beneficiary. By way of further answer, Bernadette Gilliland participated in contract activities including signing invoice and tax exemption certificate. Bernadette Gilliland also presented partial payment for the work in the amount of \$1,000.00.

33. Denied. To the contrary, it was requested by Defendants to increase the fencing area to approximately 6,100 lineal feet.

34. [sic] Admitted.

34. Denied. To the contrary, the fence constructed by Plaintiff was approximately 6,100 lineal feet.

35. Denied. To the contrary, the contract price agreed upon by Plaintiff and Defendants is set forth in Plaintiff's Complaint, which is incorporated herein by reference as if set forth in full.

36. Admitted. By way of further answer, it is averred that \$15,000.00 was paid by John Gilliland on behalf of Defendants and an additional \$1,000.00 was paid by Eric and Bernadette Gilliland.

WHEREFORE, Plaintiff demands judgment in his favor.

**As to Count II - Unjust Enrichment**

37. Denied. To the contrary, Plaintiff constructed approximately 6,100 lineal feet of game fence upon Defendants' property.

38. Denied. To the contrary, the reasonable value of the fence constructed by the Plaintiff is \$33,660.00.

39. Admitted as set forth in paragraph 36 above.

40. Denied. To the contrary, Defendants owe Plaintiff the amount set forth in the Complaint which is incorporated herein by reference as if set forth in full.

**ANSWER TO COUNTERCLAIM**

**Count I - Breach of Contract**

41. Plaintiff/Counterclaim Defendant incorporates by averments in the Complaint and his responses to paragraphs 28 through 40 above as if set forth in full.

42. Denied. To the contrary, Defendants/Counterclaim Plaintiffs initially requested Plaintiff/Counterclaim Defendant to construct a fence of approximately 4,000 lineal feet. Thereafter, Defendants/Counterclaim Plaintiffs advised Plaintiff/Counterclaim Defendant that he wished to increase the size of the fence to its current dimension of approximately 6,100 lineal feet.

43. Denied. To the contrary, Plaintiff/Counterclaim Defendant put in and Defendants/Counterclaim Plaintiffs accepted the

offer to construct a fence under the terms and conditions set forth in the Complaint and restated in paragraph 30 above.

44. Denied. To the contrary, Defendants/Counterclaim Plaintiffs instructed Plaintiff/Counterclaim Defendant to proceed based on the per foot, plus corners, ends and excavation price as stated in the Complaint and restated in paragraph 30 above.

45. Denied. To the contrary, in August, 2005, Plaintiff/Counterclaim Defendant was instructed by Defendants/Counterclaim Plaintiffs to increase the fence to enclose a larger area that resulted in a fence of 6,100 lineal feet.

46. Denied. To the contrary, Defendants/Counterclaim Plaintiffs told Counterclaim Defendant to increase the size of the fence to about 6,000 feet. Plaintiff/Counterclaim Defendant instructed Defendants/Counterclaim Plaintiffs that Plaintiff/Counterclaim Defendant would need to purchase additional supplies to complete the enlarged fencing project and Defendants/Counterclaim Plaintiffs instructed Plaintiff/Counterclaim Defendant to proceed.

47. Denied. To the contrary, the contract price and value of fencing constructed by Plaintiff/Counterclaim Defendant for Defendants/Counterclaim Plaintiffs is as set forth in the Complaint.

48. Denied as stated. It is admitted that Plaintiff/Counterclaim Defendant refuses to accept less than the contract price as set forth in the Complaint.

49. Denied. To the contrary, Defendants/Counterclaim Plaintiffs are in breach of the contract between the parties as set forth in the Complaint.

50. Admitted in part and denied in part. It is admitted that Plaintiff/Counterclaim Defendant has received \$16,000.00 from or on behalf of Defendants/Counterclaim Plaintiffs. It is specifically denied that Plaintiff/Counterclaim Defendant at any time agreed to undertake the project for less than the contract price as set forth in the Complaint.

51. Admitted as more fully set forth in the Complaint.  
WHEREFORE, Plaintiff/Counterclaim Defendant demands judgment in his favor as set forth in the Complaint.

**Count II - Unjust Enrichment**

50. [sic] Plaintiff/Counterclaim Defendant incorporates by reference all averments of the Complaint as well as paragraphs 1 through 51 above as if set forth in full.

51. [sic] Admitted as set forth in paragraph 36 above.

52. Denied as stated. It is admitted that this payment represented partial payment for construction of a game fence. It is denied that the game fence measured approximately 5,500 lineal feet. To the contrary, the game fence measures approximately 6,100 lineal feet.

53. Denied. To the contrary, the reasonable value of Plaintiff/Counterclaim Defendant's work is \$33,600.00 as set forth in the Complaint.

54. Denied. To the contrary, not only has Plaintiff/Counterclaim Defendant not been unjustly enriched, but Plaintiff/Counterclaim Defendant has not been paid the full value for services rendered as set forth in the Complaint.

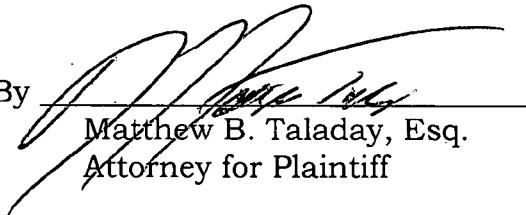
WHEREFORE, Plaintiff/Counterclaim Defendant demands judgment in his favor.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

Matthew B. Taladay, Esq.  
Attorney for Plaintiff

A handwritten signature in black ink, appearing to read "Matthew B. Taladay", is written over a horizontal line. The signature is fluid and cursive, with a distinct "M" at the beginning.

**VERIFICATION**

I, **Brian McMullen**, hereby verify that the statements made in the REPLY TO NEW MATTER and ANSWER TO COUNTERCLAIM are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to the authorities.

5/7/07

(Date)

Brian L. McMullen

Brian McMullen

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

BRIAN McMULLEN, d/b/a  
PINE VALLEY FENCING,  
Plaintiff

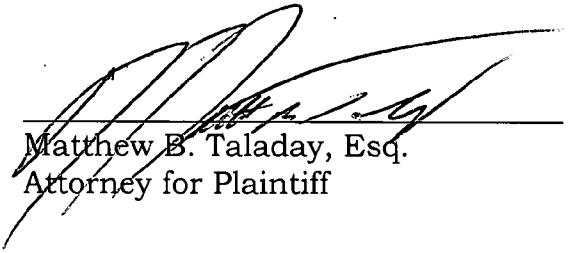
vs. : No. 2007-361-CD

ERIC GILLILAND and  
BERNADETTE GILLILAND,  
Defendants

**CERTIFICATE OF SERVICE**

I certify that on the 17th day of May, 2007, a true and correct copy of the foregoing Reply to New Matter and Answer to Counterclaim was sent via first class mail, postage prepaid, to the following:

James A. Naddeo, Esq.  
Trudy G. Lumadue, Esq.  
Attorneys for Defendants  
NADDEO & LEWIS, LLC  
P.O. Box 552  
Clearfield, PA 16830

  
Matthew B. Taladay, Esq.  
Attorney for Plaintiff

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

v.

ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

No. 2007-361-CD

\* Type of Pleading:

\* **Certificate of Service**

\* Filed on behalf of:  
\* Defendants

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820  
\* &  
\* Trudy G. Lumadue, Esq.  
\* Pa I.D. 202049

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: May 24, 2007

FILED 3cc  
05/24/2007 Atty Naddeo  
MAY 24 2007  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING, \*  
Plaintiff, \*  
\*  
VS. \* No. 05 - 362 - CD  
\*  
ERIC GILLILAND and, \*  
BERNADETTE GILLILAND, \*  
\*  
Defendants. \*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Notice of Taking Deposition was served on the following and in the following manner on the 24<sup>TH</sup> day of May, 2007:

First-Class Mail, Postage Prepaid

Matthew Taladay, Esquire  
Hanak, Guido, & Taladay  
3 S. Brady Street, Suite 300  
PO Box 487  
DuBois, PA 15801

ASAP Court Reporting  
167 South McKean Street  
Kittanning, PA 16201

NADDEO & LEWIS, LLC

By James A. Naddeo  
James A. Naddeo  
Attorney for Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

BRIAN McMULLEN, d/b/a  
PINE VALLEY FENCING,  
Plaintiff  
vs.  
ERIC GILLILAND and  
BERNADETTE GILLILAND,  
Defendants

CIVIL ACTION - AT LAW  
No. 2007-361-CD

Type of Pleading:  
CERTIFICATE OF  
SERVICE

Filed on Behalf of:  
Plaintiff

Counsel of Record for This  
Party:  
Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
3 S. Brady Street, Suite 300  
P.O. Box 487  
DuBois, PA 15801  
(814) 371-7768

Dated: June 20, 2007

**FILED**

JUN 21 2007 (GK)  
M 10:15 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
No CERT COPY

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

|                       |   |                 |
|-----------------------|---|-----------------|
| BRIAN McMULLEN, d/b/a | : |                 |
| PINE VALLEY FENCING,  | : |                 |
| Plaintiff             | : |                 |
| vs.                   | : | No. 2007-361-CD |
| ERIC GILLILAND and    | : |                 |
| BERNADETTE GILLILAND, | : |                 |
| Defendants            | : |                 |

**CERTIFICATE OF SERVICE**

I certify that on the 20th day of June, 2007, two original Notices of Deposition, copies of which are attached, were sent via first class mail, postage prepaid, to the following:

James A. Naddeo, Esq.  
Trudy G. Lumadue, Esq.  
Attorneys for Defendants  
NADDEO & LEWIS, LLC  
P.O. Box 552  
Clearfield, PA 16830

Matthew B. Taladay  
Matthew B. Taladay, Esq.  
Attorney for Plaintiff

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

BRIAN McMULLEN, d/b/a  
PINE VALLEY FENCING,  
Plaintiff

vs. : No. 2007-361-CD

ERIC GILLILAND and  
BERNADETTE GILLILAND,  
Defendants

**NOTICE OF DEPOSITION**

TO: BERNADETTE GULLILAND, Defendant  
c/o James A. Naddeo, Esq.

TAKE NOTICE that your deposition by oral examination will be taken on **Monday, July 30, 2007 at 10:00 a.m.** at the law office of Naddeo & Lewis, 207 East Market Street, Clearfield, Pennsylvania. This deposition is being taken for the purpose of discovery and for use at trial, pursuant to the Pennsylvania Rules of Civil Procedure regarding Discovery.

Matthew B. Taladay  
Matthew B. Taladay, Esq.  
Attorney for Plaintiff

cc: ASAP Court Reporting

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

BRIAN McMULLEN, d/b/a  
PINE VALLEY FENCING,  
Plaintiff

vs. : No. 2007-361-CD

ERIC GILLILAND and  
BERNADETTE GILLILAND,  
Defendants

**NOTICE OF DEPOSITION**

TO: ERIC GILLILAND, Defendant  
c/o James A. Naddeo, Esq.

TAKE NOTICE that your deposition by oral examination will be taken on **Monday, July 30, 2007 at 10:00 a.m.** at the law office of Naddeo & Lewis, 207 East Market Street, Clearfield, Pennsylvania. This deposition is being taken for the purpose of discovery and for use at trial, pursuant to the Pennsylvania Rules of Civil Procedure regarding Discovery.

Matthew B. Taladay  
Matthew B. Taladay, Esq.  
Attorney for Plaintiff

cc: ASAP Court Reporting

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102543  
NO: 07-361-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: BRIAN MCMULLEN d/b/a PINE VALLEY FENCING  
vs.  
DEFENDANT: ERIC GILLILAND and BERNADETTE GILLILAND

SHERIFF RETURN

---

NOW, March 15, 2007 AT 10:29 AM SERVED THE WITHIN COMPLAINT ON ERIC GILLILAND DEFENDANT AT 548 HUNT CLUB DRIVE, GINTER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ERIC GILLILAND, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
9/3/2007  
JUL 06 2007  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102543  
NO: 07-361-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: BRIAN MCMULLEN d/b/a PINE VALLEY FENCING  
vs.  
DEFENDANT: ERIC GILLILAND and BERNADETTE GILLILAND

SHERIFF RETURN

---

NOW, March 15, 2007 AT 10:29 AM SERVED THE WITHIN COMPLAINT ON BERNADETTE GILLILAND DEFENDANT AT 548 HUNT CLUB DRIVE, GINTER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BERNADETTE GILLILAND, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102543  
NO: 07-361-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: BRIAN MCMULLEN d/b/a PINE VALLEY FENCING

vs.

DEFENDANT: ERIC GILLILAND and BERNADETTE GILLILAND

**SHERIFF RETURN**

---

**RETURN COSTS**

| Description     | Paid By | CHECK # | AMOUNT |
|-----------------|---------|---------|--------|
| SURCHARGE       | HANAK   | 15556   | 20.00  |
| SHERIFF HAWKINS | HANAK   | 15556   | 45.73  |

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007

  
Chester A. Hawkins  
Sheriff

FILED

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
CIVIL TRIAL LISTING

NOV 01 2007

10/20/07

William A. Straw

Prothonotary/Clerk of Courts  
P/C

CERTIFICATE OF READINESS

TO THE PROTHONOTARY P/C

No. 2007-361-CD

10/31/07

| CASE NUMBER | TYPE | TRIAL REQUESTED | DATE PRESENTED       |
|-------------|------|-----------------|----------------------|
|             |      |                 | ESTIMATED TRIAL TIME |

|                       |                             |                  |
|-----------------------|-----------------------------|------------------|
| Date Complaint Filed: | ( ) Jury<br>(X) Arbitration | 2-3 Hrs.<br>Days |
|-----------------------|-----------------------------|------------------|

03/09/2007

PLAINTIFF(S)

BRIAN McMULLEN, d/b/a PINE VALLEY FENCING

( )

DEFENDANT(S)

ERIC GILLILAND and BERNADETTE GILLILAND

Check Block if  
a Minor is a  
Party to the  
Case

ADDITIONAL DEFENDANT(S)

( )

( )

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

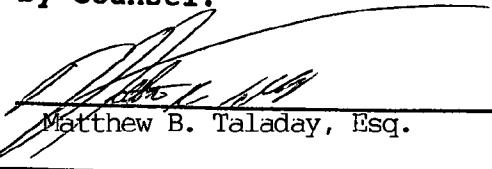
| AMOUNT AT ISSUE | CONSOLIDATION | DATE CONSOLIDATION ORDERED |
|-----------------|---------------|----------------------------|
|-----------------|---------------|----------------------------|

more than

|                     |                                |
|---------------------|--------------------------------|
| \$ 17,660.00 + int. | ( ) yes<br>(X) no<br>and costs |
|---------------------|--------------------------------|

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.

  
Matthew B. Taladay, Esq.

FOR THE PLAINTIFF

TELEPHONE NUMBER

Matthew B. Taladay, Esq.

(814) 371-7768

FOR THE DEFENDANT

TELEPHONE NUMBER

James A. Naddeo, Esq.

(814) 765-1601

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

v.

ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

\* No. 2007-361-CD

\* Type of Pleading:

\* Motion for Continuance

\* Filed on behalf of:  
\* Defendants

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED  
01/30/2008  
JAN 03 2008  
Attn: Naddeo

William A. Shaw  
Prothonotary/Clerk of Courts

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

BRIAN McMULLEN, D/B/A PINE \*  
VALLEY FENCING, \*  
Plaintiff, \*  
\*  
v. \* No. 2007-361-CD  
\*  
ERIC GILLILAND and, \*  
BERNADETTE GILLILAND, \*  
Defendants. \*

MOTION FOR CONTINUANCE

TO THE HONORABLE JUDGE OF THE COURT:

NOW COME the Defendants, by their attorney, James A. Naddeo, Esquire, and hereby set forth the following:

1. That the above-captioned case has been scheduled for arbitration on January 29, 2008 at 1:00 p.m. at the Clearfield County Court House, Clearfield, Pennsylvania.
2. That the Defendants are scheduled to be on vacation January 29, 2008 and will not return until February 12, 2008.
3. That the parties have been attempting to negotiate a settlement of this claim but have been unable to do so.
4. That this matter has not been previously continued.
5. That opposing counsel has not agreed to the continuance but does not oppose this request. See attached message.

WHEREFORE, counsel for Defendants respectfully requests that the arbitration scheduled for January 29, 2008 be continued by the Court.

Respectfully submitted,

NADDEO & LEWIS, LLC

By James A. Naddeo  
James A. Naddeo, Esquire  
Attorney for Defendants

**Sylvia**

---

**From:** "Sylvia" <sylvia@naddeo.com>  
**To:** "Server" <server@naddeo.com>  
**Sent:** Wednesday, January 02, 2008 1:53 PM  
**Subject:** Kathy @ Atty. Taladay's Office

Gilliland-Does not want to agree or oppose, just let it up to the Court's decision

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

BRIAN MCMULLEN, d/b/a PINE  
VALLEY FENCING

vs.

No. 07-361-CD

ERIC GILLILAND and  
BERNADETTE GILLILAND

ORDER

NOW, this 7<sup>th</sup> day of January, 2008, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on Tuesday, January 29, 2008 at 1:00 P.M. The following have been appointed as Arbitrators:

John R. Ryan, Esquire, Chairman

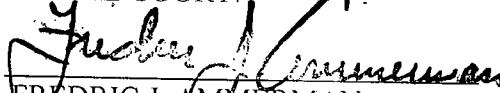
Jeffrey S. DuBois, Esquire

Warren B. Mikesell, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Please report to Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED 6cc  
01/24/2008 CIA  
JAN 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

v.

ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

\*  
\*  
\*  
\*

\* No. 2007-361-CD

\*  
\*  
\*  
\*  
\*  
\*

\* Type of Pleading:

\*  
\* ORDER  
\*

\*  
\* Filed on behalf of:  
\* Defendants  
\*

\*  
\* Counsel of Record for  
\* this party:  
\*

\*  
\* James A. Naddeo, Esq.  
\* Pa I.D. 06820  
\*

\*  
\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

FILED  
01/17/08  
JAN 08 2008  
Atty Naddeo

William A. Shaw  
Prothonotary/Clerk of Courts

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

V.

No. 2007-361-CD

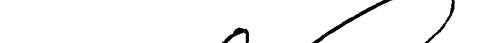
ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

**O R D E R**

AND NOW this 4 day of January, 2008, upon consideration of the Motion for Continuance filed by James A. Naddeo, attorney of record for Defendants, it is the Order of this Court that the ~~Arbitration~~ presently scheduled to be held at the ~~Clearfield County Courthouse, Clearfield, Pennsylvania on~~ Motion be denied. fJA  
~~January 29, 2008, at 1:00 o'clock p.m. be and is hereby~~  
~~continued~~

BY THE COURT,

BY THE COURT,

  
\_\_\_\_\_  
Judge F. L. Johnson

**FILED**

JAN 08 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1/8/08

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  
CIVIL DIVISION

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

v.

ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

\* No. 2007-361-CD

\* Type of Pleading:

\* **PRAECIPE TO SETTLE  
and DISCONTINUE**

\* Filed on behalf of:  
\* Defendants

\* Counsel of Record for  
\* this party:

\* James A. Naddeo, Esq.  
\* Pa I.D. 06820

\* NADDEO & LEWIS, LLC.  
\* 207 E. Market Street  
\* P.O. Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601

Dated: January 30, 2008

FILED NOCC  
01/30/2008 4 Cert. of Disc.  
JAN 30 2008 to Atty  
William A. Shaw  
Prothonotary/Clerk of Court Naddeo

Copy to CIA

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

BRIAN McMULLEN, D/B/A PINE  
VALLEY FENCING,  
Plaintiff,

v.

ERIC GILLILAND and,  
BERNADETTE GILLILAND,  
Defendants.

\*  
\*  
\*  
\*

\* No. 2007-361-CD

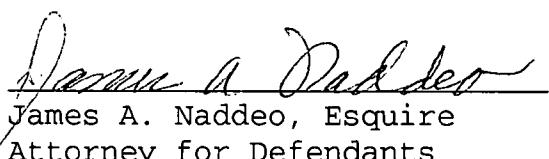
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**PRAECIPE TO SETTLE AND DISCONTINUE**

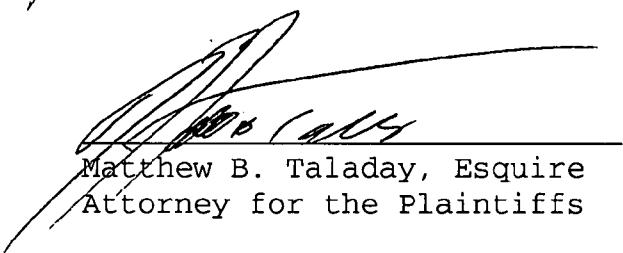
TO THE PROTHONOTARY:

Dear Sir:

Please mark the above-captioned case settled and discontinued.

  
James A. Naddeo, Esquire

Attorney for Defendants

  
Matthew B. Taladay, Esquire

Attorney for the Plaintiffs

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

**Brian McMullen**  
**Pine Valley Fencing**

**Vs.** **No. 2007-00361-CD**  
**Eric Gilliland**  
**Bernadette Gilliland**

**CERTIFICATE OF DISCONTINUATION**

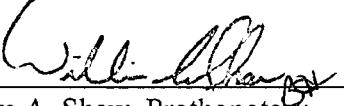
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 30, 2008, marked:

Settled and Discontinued

Record costs in the sum of \$105.00 have been paid in full by Matthew B. Taladay, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 30th day of January A.D. 2008.

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