

## Clearfield County Court of Common Pleas

Date: 3/7/2008

Time: 09:57 AM

Page 1 of 1

ROA Report

Case: 2007-01261-CD

Current Judge: Fredric Joseph Ammerman

Moore &amp; Kyler Contracting, Inc. vs. Dennis Mollura

## District Justice Appeal

Date		Judge
8/6/2007	New Case Filed.	No Judge
8/6/2007	✓ Filing: District Justice Appeals Paid by: Belin, Kubista & Ryan Receipt number: 1920136 Dated: 8/6/2007 Amount: \$85.00 (Check) Cert. copies to Atty. Ryan and MDJ Ireland and Moore & Kyler.	No Judge
8/15/2007	✓ District Justice Appeal Transcript, filed. No CC	No Judge
9/6/2007	✓ Complaint, filed by s/ Chris A. Pentz Esq. 3CC Atty Pentz.	No Judge
10/9/2007	✓ Answer, New Matter And Counterclaim, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	No Judge
10/10/2007	✓ Certificate of Service, filed. Served a certified copy of Answer, New Matter and Counterclaim filed on behalf of Dennis Mollura, defendant in the above captioned matter on Chris A. Pentz Esq., by postage prepaid first-class mail on the 10th day of October 2007, filed by s/ John R. Ryan Esq. No CC.	No Judge
11/16/2007	✓ Reply to New Matter and Counterclaim, filed by s/ Chris A. Pentz, Esquire. 3CC Atty. Pentz	No Judge
12/3/2007	✓ Certificate of Service, filed. Served Request for Production of Documents and Defendant's First Set of Interrogatories Directed to Plaintiff filed on behalf of the above captioned matter by first class mail on the 30th day of November 2007 to Chris A. Pentz Esq., filed by s/ John R. Ryan Esq. No CC.	No Judge
1/15/2008	✓ Motion to Compel Response to Discovery in Aid of Execution And For Sanctions, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	No Judge
1/16/2008	✓ Order, this 16th day of Jan., 2008, upon consideration of the foregoing Motion filed by the Defendant, it is Ordered that the Plaintiff appear and show cause why the relief requested should not be granted. This matter shall be heard by the Court the 6th day of March, 2008, at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Ryan	Fredric Joseph Ammerman
1/18/2008	✓ Certificate of Service, filed. Served a certified copy of Motion to Compel Response to Discovery in Aid of Execution and for Sanctions filed on behalf of Defendant in the above captioned matter, together with a certified copy of the Order scheduling a hearing on said Motion by first-class mail on the 17th day of January 2008 to Chris A. Pentz Esq., filed by s/ John R. Ryan Esq. NO CC.	Fredric Joseph Ammerman

3-7-08 ✓ Order, dated 3-6-08  
5-30-08 ✓ Certificate of Readiness  
6-11-08 ✓ Order, dated 6-10-08  
7-29-08 ✓ Certificate of service  
8-4-08 ✓ Order, dated 8-4-08  
10-13-08 ✓ Transcript of Proceeding.

\*\*\*\*\*  
\*\*\* FAX TX REPORT \*\*\*  
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## TRANSMISSION OK

JOB NO.	1009
DESTINATION ADDRESS	3787175
PSWD/SUBADDRESS	
DESTINATION ID	sharon
ST. TIME	02/29 16:45
USAGE T	01'00
PGS.	7
RESULT	OK

Prothonotary  
PO Box 549  
Clearfield, PA 16830  
Phone: 814-765-2641, Ext. 1330  
Fax: 814-765-7659

**Clearfield County  
Courthouse**

# Fax

To: Sharon From: William A. Shaw

Fax: \_\_\_\_\_ Date: February 29, 2008

Phone: \_\_\_\_\_ Pages: 7

Re: \_\_\_\_\_ CCI: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of Clearfield

CLEARFIELD

## NOTICE OF APPEAL


FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-1261-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>Dennis Mollura</b>	MAG. DIST. NO. <b>46-3-02</b>	NAME OF D.J. <b>Richard A. Ireland</b>
ADDRESS OF APPELLANT <b>3463 Windy Hill Road,</b>	CITY <b>Curwensville,</b>	STATE <b>PA</b>
DATE OF JUDGMENT <b>7/30/07</b>	IN THE CASE OF (Plaintiff) <b>Moore &amp; Kyler Contracting, Inc.</b>	(Defendant) <b>Dennis Mollura</b>
DOCKET No. <b>CV-0000239-07</b>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  <b>John R. Ryan</b>	

This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.  
This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

**FILED**  
013:00/4  
AUG 06 2007  
Clerk to

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon Moore & Kyler Contracting, Inc. appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2007-1261-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or attorney or agent

RULE: To Moore & Kyler Contracting, Inc., appellee(s)  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: Aug 6, 20 07

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

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

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

COMMONWEALTH OF PENNSYLVANIA

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

**AFFIDAVIT:** I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_, 20\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_, 20\_\_\_\_ ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature of affiant*

\_\_\_\_\_  
*Signature of official before whom affidavit was made*

\_\_\_\_\_  
*Title of official*

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

Judicial District, County Of Clearfield

CLEARFIELD

## NOTICE OF APPEAL

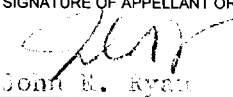
FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-1261-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT Dennis Kollura	MAG. DIST. NO. 45-3-02	NAME OF D.J. Richard A. Imboden
ADDRESS OF APPELLANT 1403 Windy Hill Road, Curwensville, PA 16823	CITY Curwensville,	STATE PA
DATE OF JUDGMENT 7/30/07	IN THE CASE OF (Plaintiff) Moore & Kyler Contracting, Inc.	(Defendant) vs. Dennis Kollura
DOCKET No. CV-0000239-07	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT  John E. Ryan	
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.
_____ Signature of Prothonotary or Deputy		0/3:00/10

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.D.J. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon Moore & Kyler Contracting, Inc. appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2007-1261-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Moore & Kyler Contracting, Inc., appellee(s)  
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of the mailing.

Date: Aug. 6, 20 07

  
Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

---

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

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

COMMONWEALTH OF PENNSYLVANIA

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

**AFFIDAVIT:** I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_, 20\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_, 20\_\_\_\_ ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature of affiant*

\_\_\_\_\_  
*Signature of official before whom affidavit was made*

\_\_\_\_\_  
*Title of official*

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-02**  
MDJ Name: Hon.  
**RICHARD A. IRELAND**  
Address: **650 LEONARD ST**  
**STE 113**  
**CLEARFIELD, PA**  
Telephone: **(814) 765-5335** **16830**

PLAINTIFF: NAME and ADDRESS  
**MOORE & KYLER CONTRACTING, INC.**  
**320 HIGH ST.**  
**CLEARFIELD, PA 16830**

VS.  
DEFENDANT: NAME and ADDRESS  
**MOLLURA, DENNIS**  
**507 WINDY HILL**  
**CURWENSVILL, PA 16833**

**ATTORNEY DEF PRIVATE :**

**JOHN R. RYAN**  
**15 N FRONT ST**  
**PO BOX 1**  
**CLEARFIELD, PA 16830**

Docket No.: **CV-0000239-07**  
Date Filed: **6/25/07**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/30/07**

☒ Judgment was entered for: (Name) **MOORE & KYLER CONTRA, CTING, I**

☒ Judgment was entered against: (Name) **MOLLURA, DENNIS**  
in the amount of \$ **8,127.50**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>8,000.00</b>
Judgment Costs	\$ <b>127.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 8,127.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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

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

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

JUL 30 2007 Date Richard A. Ireland, Magisterial District Judge  
I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
\_\_\_\_ Date \_\_\_\_\_, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-02**  
MDJ Name: Hon. **RICHARD A. IRELAND**  
Address: **650 LEONARD ST  
STE 113  
CLEARFIELD, PA  
16830**  
Telephone: **(814) 765-5335**

**RICHARD A. IRELAND  
650 LEONARD ST  
STE 113  
CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: **MOORE & KYLER CONTRACTING, INC.**  
320 HIGH ST.  
CLEARFIELD, PA 16830

DEFENDANT: **MOLLURA, DENNIS**  
507 WINDY HILL  
CURWENSVILL, PA 16833

Docket No.: **CV-0000239-07**  
Date Filed: **6/25/07**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **7/30/07**

☒ Judgment was entered for: (Name) **MOORE & KYLER CONTRA, CTING, I**

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in the amount of \$ **8,127.50**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

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\$ \_\_\_\_\_

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residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>8,000.00</b>
Judgment Costs	\$ <b>127.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>8,127.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ _____

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

**FILED** NO CC  
M110-2007  
AUG 15 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**JUL 30 2007** Date *Richard Ireland*, Magisterial District Judge

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

**AUG 07 2007** Date *Richard Ireland*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

FILED

0/3:10cm

SEP 06 2007

3CC AH  
Pentz

William A. Shaw  
Prothonotary/Clerk of Courts

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

MOORE & KYLER CONTRACTING INC, \*  
Plaintiff \*

vs \*

No. 2007-1261 -CD \*


DENNIS MOLLURA, \*  
Defendant \*

\* Type of Case: Contract \*

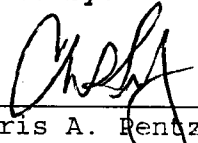
\* Type of Pleading: Complaint \*

\* Filed on Behalf of: Plaintiff \*

\* Counsel of Record for this Party: \*

\*   
CHRIS A. PENTZ, Esquire  
\* Supreme Court I.D. # 39232  
\* 207 East Market Street  
\* P. O. Box 552  
\* Clearfield PA 16830  
\* 814 765-4000 \*

\* Filed by: \*

\*   
Chris A. Pentz, Esquire  
\* 207 East Market Street  
\* P. O. Box 552  
\* Clearfield, PA 16830  
\* 814 765-4000

Date: 9-6-07

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

MOORE & KYLER CONSTRUCTING  
INC.,

Plaintiff

vs

DENNIS MOLLURA,

Defendant

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No. 2007-1261-CD

**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 the service of this document by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Office of Court Administrator  
Clearfield County Courthouse  
1 North Second Street  
Clearfield PA 16830  
814 765-2641, Ext. 5982

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

MOORE & KYLER CONTRACTING INC, *	*	
Plaintiff	*	
	*	
vs	*	No. 2007-1261 -CD
	*	
DENNIS MOLLURA,	*	
Defendant	*	

COMPLAINT

1. The Plaintiff is MOORE & KYLER CONTRACTING INC., a Pennsylvania corporation, with a place of business located at 320 High Street, Clearfield, Clearfield County, Pennsylvania, 16830.

2. The Defendant is DENNIS MOLLURA, an adult individual, with a residence located at 3463 Windy Hill RD, Curwensville, Clearfield County, Pennsylvania, 16838.

3. The Plaintiff and Defendant entered into a written contract for an addition and garage to be built on the property having the address set forth in paragraph #2 above. A copy of the Contract is marked Exhibit A attached and incorporated by reference.

4. The Plaintiff purchased material and performed construction activities in accordance with the contract until a payment dispute arose and Defendant directed Plaintiff not to enter upon his property to perform further construction activities.

5. In addition to the construction set forth in the written contract, Defendant orally requested and Plaintiff performed additional construction on the property property having the address set forth in paragraph #2 above.

6. Plaintiff has purchased material and provided labor for allowances described in the written contract totaling \$18,799.79 as set forth in Exhibit B attached.

7. Plaintiff has performed construction activities described in the written contract totaling \$48,790.00 as set forth in Exhibit C.

8. Plaintiff has purchased material and performed construction activities as orally requested in the amount of \$5462.03 as set forth in Exhibit D.

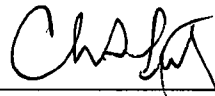
9. Plaintiff purchased materials as orally requested that have not been installed and cannot be returned in the amount of \$530.86 as set forth in Exhibit D.

10. Defendant has made payments under the contracts of \$63,000.00 as set forth in Exhibit C.

11. All construction was performed in a workman like manner and at a cost consistent with the agreements of the parties.

12. Plaintiff has demanded final payment which Defendant has refused to pay.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of \$10,581.85 with interest and costs.



---

Chris A. Pentz  
Attorney for Plaintiff

# **MOORE & KYLER CONTRACTING INC.**

**James Kyler**  
276 Norris Rd.  
Curwensville Pa. 16833  
Ph. (814) 236-2667  
Fax (814) 236-4662

**Martin Moore**  
320 High St.  
Clearfield Pa. 16830  
Ph. (814) 768-7842  
Fax (814) 768-7532

**Dennis A Mollura**  
3463 Windy hill RD  
Curwensville Pa 16833  
236-3169

We hereby propose to furnish materials and perform labor necessary for the completion of building a thirteen by twenty-four garage and a six by thirty-two by ten addition. Remove two basement walls and replace with beams and floor joist, remove two kitchen walls, remove front porch roof, replace and in close, insulate and drywall dining room, kitchen, porch, bathroom, basement area under kitchen and dining room, and garage. Replace windows plus install new ones. Replace roof, side house garage and addition. Install new kitchen cabinets rearrange bathroom and install new toilet, tub, and vanity. Install floor dining, kitchen, bathroom, and porch. 4" cement floor in garage and new section of basement.

## **Allowance's :**

1-doors \$1500.00  
2-lights \$800.00  
3-heat \$1000.00  
4-kitchen \$7500.00  
5-bath \$750.00  
6-garage door & opener \$800.00  
7-flooring \$4000.00 includes labor  
8-stone \$3000.00 @ \$15.00 a sq foot stone not to exceed \$8.00 a sq foot  
9- \$200.00 trim

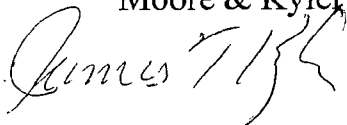
All material is guaranteed to be as specified, and above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workman like manor for the sum of **(\$71,050.00)**. Payment arrangements are as follows - \$10,000.00 down and \$15,000.00 when siding and windows are delivered, \$5,800.00 upon

completion of foundations \$5,000.00, upon completion of rough framing, \$5000.00 insulated and drywall hung, \$5,000.00 upon completion of siding and roof \$5700.00 upon completion of job. Allowance's will be billed as received.

Any alterations or deviation from above specifications involving extra cost will be a extra charge over and above the estimate. Owner to carry fire, tornado, and other necessary insurance on above work. Workman's compensation, and public liability insurance on above work to be taken out by Moore & Kyler through Bloom Insurance.

Respectfully submitted  
Moore & Kyler

Customer

  
12-08-06


  
12-08-06

Exhibit B - Labor and material under written contract  
Allowances

Door / knobs / hardware	\$1284.56
Lights	457.00
Heating system	800.00
Kitchen materials	10,089.56
Bath materials	1653.48
Garage door and opener	815.00
Kitchen flooring	1822.19
Bathroom flooring	558.00
Siding to cover stone	700.00
Wood trim	520.00
Total	\$18,799.79



Exhibit C - construction activities under written contract

Removal of porch / start of construction / framing /  
insulation / dry wall

PAYMENT \$10,000.00

Siding activities / windows received

PAYMENT \$15,000.00

Foundation completed

PAYMENT \$5800.00

Rough framing completed

PAYMENT \$5000.00

Insulation and dry wall completed

PAYMENT \$5000.00

Siding and roof completed

(Payment due of \$5000.00 but not received)

In the process of finishing construction when told not to  
return

(Payment due of \$2990.00 but not received)

MISCELLANEOUS PAYMENTS DURING CONSTRUCTION \$12,200.00

Exhibit D - materials purchased & labor oral contracts

Construction of dormer	\$1000.00
Reinforcement of foundation	450.00
Attic window	248.00
Octagon window	255.00
Removal and disposal back porch	725.00
Prep and paint garage	340.00
Dining room window	225.00
Meter block	19.03
Kitchen bulkhead	300.00
Kitchen recessed lighting	75.00
Kitchen peninsula	100.00
Assembly hutch/bread box/divider	80.00
Install lights above peninsula	65.00
Shower light and drain trap	90.00
Repaired house and driveway	220.00
Wall fixtures	60.00
Gravel	90.00
Kitchen floor build-up	300.00
Upstairs windows finishing	150.00
Tree removal	150.00

Exhibit D continued

Garbage removal	250.00
Washer and dryer removal	20.00
Mail slot removal	100.00
Reframing patio door	150.00
Total	\$5462.03

Items purchased that were not installed but cannot be returned:

Special ordered window	\$180.00
Shower door and mirror	350.86
Total	\$530.86

VERIFICATION

I, Martin J Moore, state that I am the PRESIDENT of Moore & Kyler Contracting, Inc., the Plaintiff herein, that I am authorized to make this Complaint on its behalf and that the facts set forth in the foregoing Complaint are true upon my personal knowledge, information and belief.

I understand that my statements are made subject to Pa.C.S. §4904 providing for criminal penalties for unsworn falsification to authorities.

Date: 9-6-07

Martin J Moore Pres.

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

No. 2007 – 1261 – C.D.

**ANSWER, NEW MATTER AND  
COUNTERCLAIM**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED**

012:45  
OCT 09 2007

3cc  
Atty Ryan

(6K)

William A. Shaw  
Prothonotary/Clerk of Courts

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 – C.D.

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 New Matter and Counterclaim and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the New Matter or Counterclaim or for any other claim or relief requested by the Defendant. 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's Office  
Clearfield County Courthouse  
Market & Second Streets  
Clearfield, PA 16830  
(814) 765-2641

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

No. 2007 – 1261 – C.D.

**ANSWER, NEW MATTER AND COUNTERCLAIM**

NOW COMES, Dennis Mollura, Defendant above named, and by his Attorneys, Belin, Kubista & Ryan, files his Answer, New Matter and Counterclaim to the Complaint of Plaintiff as follows:

**ANSWER**

1. Admitted.
2. Admitted, with the exception that Defendant's zip code is 16833.
3. Admitted insofar as the parties did enter into a contract for certain work consisting of labor and materials to be provided by the Plaintiff to the Defendant. Denied insofar as the document attached to the Complaint as Exhibit A is not a complete copy of the contract and further denied for the reasons set forth in Defendant's New Matter.
4. Admitted in part and denied in part. Admitted insofar as Plaintiff did provide labor and materials for a portion of the work to be completed pursuant to the contractual agreements between the parties. Denied insofar as Plaintiff did not perform in accordance with the terms of the contract, for the reasons set forth in Defendant's New Matter and Counterclaim. Admitted insofar as Defendant ultimately did refuse to make further payment to

Plaintiff and did direct Plaintiff to cease work and leave the job site, all for the reasons set forth in Defendant's New Matter and Counterclaim.

5. Admitted.

6. Admitted in part and denied in part. Admitted insofar as the agreements between the parties did call for certain allowances. Denied insofar as Defendant is without knowledge as to the amounts spent on said allowances by Plaintiff in that to date Plaintiff has failed and refused to provide Defendant with any receipts or other verification of materials purchased, therefore the averments as to said amounts are denied and proof thereof demanded at the time of trial.

7. Denied. Defendant to date has paid the Plaintiff a total amount of \$64,442.81 for labor and materials on said project.

8. Denied. Plaintiff has failed and refused to perform the work as agreed under the contracts between the parties, and a substantial portion of the work that was performed was substandard.

9. Denied. Defendant believes and therefore avers that the window and mirror listed at Exhibit D remain at Lezzer's in Curwensville and further avers that when he attempted to obtain and pay for those items, he was unable to do so as they were ordered under Plaintiff's account and Plaintiff refused to allow the items to be paid for by and released to Defendant. The shower door ordered by Plaintiff was of the wrong size and could have been returned to Lezzer's but was removed from the Defendant's premises by Plaintiff and its present whereabouts are unknown to Defendant.

10. Denied. Defendant has paid Plaintiff the total amount of \$64,442.81.



11. Denied. On the contrary, a substantial portion of the construction performed by the Plaintiff was substandard and has resulted in the Defendant being forced to incur expense to repair, replace and correct shoddy work performed by Plaintiff, as set forth in Defendant's New Matter and Counterclaim. Further, Defendant will be forced to incur additional expense in the future to repair, replace and correct such work performed by Plaintiff.

12. Admitted insofar as Defendant has refused to pay any additional amounts to Plaintiff. Denied in that Defendant believes and therefore avers that he owes no money to the Plaintiff and in fact, for reasons set forth in Defendant's New Matter and Counterclaim, Plaintiff is liable to Defendant in an amount in excess of the jurisdiction of the Board of Arbitrators.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed, and that judgment be entered in his favor and against the Plaintiff.

#### NEW MATTER

13. Paragraphs 1 through and including Paragraph 12 of Defendant's Answer are incorporated herein by reference as if set forth at length.

14. On or about October 27, 2006, Plaintiff and Defendant entered into a written contract for certain construction work consisting of labor and materials to be provided by the Plaintiff to the Defendant at a total cost of Nine Thousand (\$9,000.00) Dollars. A true and correct copy of the said contract is attached hereto, marked as Exhibit 1 and incorporated by reference as if set forth at length.

15. On or about October 27, 2006, pursuant to said contract, Defendant paid Plaintiff the amount of Four Thousand Five Hundred (\$4,500.00) Dollars.

16. On or about November 22, 2006, Plaintiff and Defendant entered into a second contract for additional construction work consisting of labor and materials to be provided by the Plaintiff to the Defendant at a total cost of Seventy-One Thousand Fifty (\$71,050.00) Dollars. A true and correct copy of the said contract is attached hereto, marked Exhibit 2 and incorporated herein by reference as if set forth at length.

17. On or about December 8, 2006, Plaintiff presented Defendant with a revised contract, in the same amount as the November 22, 2006, contract, but with an increased amount of Five Thousand Eight Hundred (\$5,800.00) Dollars to be paid upon completion of foundations. Further, the November 22, 2006, attached hereto as Exhibit 2, as well as the December 8, 2006, contract, contained a page titled "Extras already included in estimate". A true and correct copy of the said contract is attached hereto, marked Exhibit 3 and incorporated herein by reference as if set forth at length.

18. Prior to commencement of work, James Kyler advised Defendant that the initial payment of \$4,500.00 made on October 27, 2006, would be deposited by Plaintiff in an "allowance account" and that Plaintiff would draw from that account to purchase materials, which would allow Plaintiff to obtain a contractor's discount on items purchased, with the savings passed along to Defendant.

19. By the time of the execution of the contract on December 8, 2006, Defendant had made the following payments to Plaintiff toward the said "allowance account":

- a. October 27, 2006 - \$4,500.00;
- b. November 24, 2006 - \$2,000.00;
- c. December 5, 2006 - \$5,000.00.

20. It is believed and therefore averred that Plaintiff failed to draw from the said "allowance account" and instead deliberately utilized monies paid by Defendant to purchase materials for use on other jobs.

21. James Kyler admitted to Defendant on more than one occasion that Plaintiff did use monies paid by Defendant on other jobs and accordingly needed more money in order to purchase materials needed for Defendant's project.

22. Defendant made following additional payments toward "allowances":

- a. January, 2007 - \$292.81 (electrical);
- b. March 3, 2007 - \$7,500.00 (kitchen);
- c. March 10, 2007 - \$4,000.00 (kitchen and bath extras);
- d. March 20, 2007 - \$350.00 (tree cutting and removal).

The total paid by Defendant toward "allowances" was \$23,642.81.

WHEREFORE, Defendant requests that judgment be entered in his favor and against the Plaintiff.

#### COUNTERCLAIM

##### COUNT I - BREACH OF CONTRACT

23. Paragraphs 1 through and including Paragraph 22 of Defendant's Answer and New Matter are incorporated herein by reference as if set forth at length.

24. Plaintiff breached the contracts with Defendant in that:

- a. Plaintiff failed to provide the labor and materials specified under the terms of the said contracts, despite having been paid for same by the Defendant in a timely manner;

- b. Plaintiff failed to utilize monies paid by Defendant on Defendant's project, instead it used said funds on other projects, as James Kyler admitted to Defendant;
- c. Plaintiff arbitrarily and without consulting Defendant deviated from the plans and specifications provided to Plaintiff for the project;
- d. Plaintiff failed to complete various aspects of the project in a timely and reasonable manner, which resulted in damage to the structure from exposure to the elements;
- e. A substantial portion of the work that was completed by the Plaintiff was not performed in a reasonable and workmanlike manner, which has resulted in Defendant being forced to expend funds to repair and replace work performed by Plaintiff.

25. As the result of Plaintiff's failure to perform, Defendant has incurred expense in an amount which has not been totally ascertained as of the time of the filing of this Counterclaim, but which is believed and therefore averred to be in excess of the jurisdiction of the Board of Arbitrators.

COUNT II – VIOLATION OF UNFAIR TRADE PRACTICES  
AND CONSUMER PROTECTION ACT

26. Paragraphs 1 through and including Paragraph 25 of Defendant's Answer, New Matter and Counterclaim are incorporated herein by reference as if set forth at length.

27. The actions of the Plaintiff as described herein above represent violations of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. 201-1, et seq.

28. Specifically, Plaintiff has violated said act by doing the following:

- a. Making false or misleading statements of fact concerning the reasons for, the existence of, or amounts of price reductions;

- b. Making repairs, improvements, or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing;
- c. Engaging in other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.

29. As the result of Plaintiff's violations of the said statute, Defendant is entitled to recover his actual damages, or in the discretion of the court, up to three (3) times the actual damages sustained, together with costs, reasonable counsel fees and such other relief as the court deems necessary and proper.

WHEREFORE, Defendant requests that judgment be entered in his favor and against the Plaintiff, in an amount in excess of the jurisdiction of the Board of Arbitrators, and to include treble damages as authorized by statute, together with counsel fees, costs and such other relief as the court deems necessary and proper.

BELIN, KUBISTA & RYAN



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John R. Ryan  
Attorney for Defendant

I verify that the statements made in this Answer, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of Pa. C.S. 4904, relating to unsworn falsification to authorities.

A handwritten signature in cursive script, appearing to read "Dennis Mollura", is written over a horizontal line.

Dennis Mollura

# **MOORE & KYLER CONTRACTING INC.**

**James Kyler**

**276 Norris Rd.**

**Curwensville Pa. 16833**

**Ph. (814) 236-2667**

**Fax (814) 236-4662**

**Martin Moore**

**320 High St.**

**Clearfield Pa. 16830**

**Ph. (814) 768-7842**

**Fax (814) 768-7532**

**Dennis A Mollura**

**3463 Windy hill RD**

**Curwensville Pa 16833**

**236-3169**

We hereby propose to furnish materials and perform labor necessary for the completion of removal of front porch roof, replace and in close, insulate and drywall. Replace windows plus install new ones. Replace roof, fascia, and soffit. Remove T&G boards and knob and tube wiring replace wiring insulate and sheet with ply-wood.

Allowance's :

1-doors \$500.00

2-lights \$200.00

All material is guaranteed to be as specified, and above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workman like manor for the sum of **(\$9000.00)**. Payment arrangements are as follows -1/2 down and 1/2 upon completion.

Any alterations or deviation from above specifications involving extra cost will be a extra charge over and above the estimate. Owner to carry fire, tornado, and other necessary insurance on above work. Workman's compensation, and public liability insurance on above work to be taken out by Moore & Kyler through Bloom Insurance.

Respectfully submitted

Moore & Kyler

*James T. Kyler* 10/27/06  
Received \$4500.00 3K 10/27/06

Customer

*Dennis A. Mollura*  
10/27/06

# **MOORE & KYLER CONTRACTING INC.**

**James Kyler**  
276 Norris Rd.  
Curwensville Pa. 16833  
Ph. (814) 236-2667  
Fax (814) 236-4662

**Martin Moore**  
320 High St.  
Clearfield Pa. 16830  
Ph. (814) 768-7842  
Fax (814) 768-7532

**Dennis A Mollura**  
3463 Windy hill RD  
Curwensville Pa 16833  
236-3169

We hereby propose to furnish materials and perform labor necessary for the completion of building a thirteen by twenty-four garage and a six by thirty-two by ten addition. Remove two basement walls and replace with beams and floor joist, remove two kitchen walls, remove front porch roof, replace and in close, insulate and drywall dining room, kitchen, porch, bathroom, basement area under kitchen and dining room, and garage. Replace windows plus install new ones. Replace roof, side house garage and addition. Install new kitchen cabinets rearrange bathroom and install new toilet, tub, and vanity. Install floor dining, kitchen, bathroom, and porch. 4" cement floor in garage and new section of basement.

## **Allowance's :**

- 1-doors \$1500.00
- 2-lights \$800.00
- 3-heat \$1000.00
- 4-kitchen \$7500.00
- 5-bath \$750.00
- 6-garage door & opener \$800.00
- 7-flooring \$4000.00 includes labor
- 8-stone \$3000.00 @ \$15.00 a sq foot stone not to exceed \$8.00 a sq foot
- 9- \$200.00 trim

All material is guaranteed to be as specified, and above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workman like manor for the sum of **(\$71,050.00)**. Payment arrangements are as follows - \$10,000.00 down and \$15,000.00 when siding and windows are delivered, \$5,000.00 upon



completion of foundations \$5,000.00, upon completion of rough framing, \$5000.00 insulated and drywall hung, \$5,000.00 upon completion of siding and roof \$5700.00 upon completion of job. Allowance's will be billed as received.

Any alterations or deviation from above specifications involving extra cost will be a extra charge over and above the estimate. Owner to carry fire, tornado, and other necessary insurance on above work. Workman's compensation, and public liability insurance on above work to be taken out by Moore & Kyler through Bloom Insurance.

Respectfully submitted  
Moore & Kyler

*James T. Kyler 11/22/06*

Customer

*Dennis A. Mollura*  
*11-22-06*

*Received \$ 4500.00 10/27/06*

Extras already included in estimate:

Remove sheeting boards in attic replace any knob and tube wiring insulate and replace sheeting with new.

Book shelves

New sewage hook up

Storage area above dining area

Pocket door into bath area

Exhaust fans in both bathrooms and front porch

# **MOORE & KYLER CONTRACTING INC.**

**James Kyler**  
276 Norris Rd.  
Curwensville Pa. 16833  
Ph. (814) 236-2667  
Fax (814) 236-4662

**Martin Moore**  
320 High St.  
Clearfield Pa. 16830  
Ph. (814) 768-7842  
Fax (814) 768-7532

**Dennis A Mollura**  
3463 Windy hill RD  
Curwensville Pa 16833  
236-3169

We hereby propose to furnish materials and perform labor necessary for the completion of building a thirteen by twenty-four garage and a six by thirty-two by ten addition. Remove two basement walls and replace with beams and floor joist, remove two kitchen walls, remove front porch roof, replace and in close, insulate and drywall dining room, kitchen, porch, bathroom, basement area under kitchen and dining room, and garage. Replace windows plus install new ones. Replace roof, side house garage and addition. Install new kitchen cabinets rearrange bathroom and install new toilet, tub, and vanity. Install floor dining, kitchen, bathroom, and porch. 4" cement floor in garage and new section of basement.

## **Allowance's :**

- 1-doors \$1500.00
- 2-lights \$800.00
- 3-heat \$1000.00
- 4-kitchen \$7500.00
- 5-bath \$750.00
- 6-garage door & opener \$800.00
- 7-flooring \$4000.00 includes labor
- 8-stone \$3000.00 @ \$15.00 a sq foot stone not to exceed \$8.00 a sq foot
- 9- \$200.00 trim

All material is guaranteed to be as specified, and above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a workman like manor for the sum of **(\$71,050.00)**. Payment arrangements are as follows - \$10,000.00 down and \$15,000.00 when siding and windows are delivered, \$5,800.00 upon

completion of foundations \$5,000.00, upon completion of rough framing, \$5000.00 insulated and drywall hung, \$5,000.00 upon completion of siding and roof \$5700.00 upon completion of job. Allowance's will be billed as received.

Any alterations or deviation from above specifications involving extra cost will be a extra charge over and above the estimate. Owner to carry fire, tornado, and other necessary insurance on above work. Workman's compensation, and public liability insurance on above work to be taken out by Moore & Kyler through Bloom Insurance.

Respectfully submitted  
Moore & Kyler

*James T. Kyler*  
12-08-06

Customer

*Dennis A. Hollura*  
12-08-06

Extras already included in estimate:

Remove sheeting boards in attic replace any knob and tube wiring insulate and replace sheeting with new.

Book shelves

New sewage hook up

Storage area above dining area

Pocket door into bath area

Exhaust fans in both bathrooms and front porch

**BELIN, KUBISTA & RYAN**

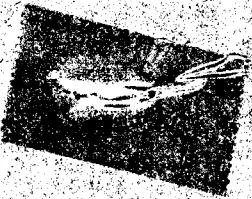
ATTORNEYS AT LAW

15 NORTH FRONT STREET

P. O. BOX 1

CLEARFIELD, PENNSYLVANIA 16830

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**FILED**

**OCT 09 2007**

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

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED  
03:11 PM  
OCT 10 2007

William A. Shaw  
Prothonotary/Clerk of Courts



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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

This is to certify that I have served a certified copy of Answer, New Matter and Counterclaim filed on behalf of DENNIS MOLLURA, Defendant in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 10<sup>th</sup> day of October, 2007:

Chris A. Pentz, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
Attorney for Plaintiff

BELIN, KUBISTA & RYAN

  
\_\_\_\_\_  
John R. Ryan  
Attorney for Defendant

**BELIN, KUBISTA & RYAN**  
ATTORNEYS AT LAW  
15 NORTH FRONT STREET  
P. O. BOX 1  
CLEARFIELD, PENNSYLVANIA 16830

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**FILED**  
OCT 10 2007  
William A. Shaw  
Prothonotary/Clerk of Courts

FILED 3cc  
03:34 PM  
NOV 16 2007  
Atty  
Pentz

William A. Shaw  
Prothonotary/Clerk of Courts (GK)

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

MOORE & KYLER CONTRACTING INC,\*  
Plaintiff \*

vs \*

DENNIS MOLLURA,  
Defendant \*

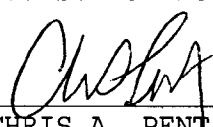
No. 2007-1261 -CD

\* Type of Case: Contract

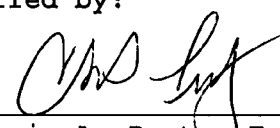
\* Type of Pleading: Reply to New  
\* Matter and Counterclaim

\* Filed on Behalf of: Plaintiff

\* Counsel of Record for this Party:

\*   
\* CHRIS A. PENTZ, Esquire  
\* Supreme Court I.D. # 39232  
\* 207 East Market Street  
\* P. O. Box 552  
\* Clearfield PA 16830  
\* 814 765-4000

\* Filed by:

\*   
\* Chris A. Pentz, Esquire  
\* 207 East Market Street  
\* P. O. Box 552  
\* Clearfield, PA 16830  
\* 814 765-4000

Date: 11/16/07

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

MOORE & KYLER CONTRACTING INC, \*  
Plaintiff \*  
\*  
vs \* No. 2007-1261 -CD  
\*  
DENNIS MOLLURA, \*  
Defendant \*

Reply to New Matter and Counterclaim

Reply to New Matter

13. Paragraphs 1 through 12 of the Complaint are incorporated by reference.

14. Paragraph 14 is admitted.

15. Paragraph 15 is admitted.

16. Paragraph 16 is admitted.

17. Paragraph 17 is admitted.

18. Paragraph 18 is admitted in part and denied in part. It is admitted that a payment of \$4500.00 was received. It is denied that any agreements were made as to an allowance account or that the Defendant would be permitted to obtain ant contractor's discount.

19. Paragraph 19 is denied. It is denied that any agreements were made as to an allowance account or that any sums were received for an allowance account.

20. Paragraph 20 is denied. No funds from Defendant were used for other jobs.

21. Paragraph 21 is denied. Paragraph 20 above is incorporated by reference.

22. Paragraph 22 is denied. Paragraph 19 above is incorporated by reference.

WHEREFORE, Plaintiff demands judgment as set forth in its Complaint.

**Reply to Counterclaim Count I**

23. Paragraphs 1 through 22 of the Complaint and Reply to New Matter and Counterclaim are incorporated by reference.

24. a. Paragraph 24a is admitted in part and denied in part. Plaintiff was not able to complete the contract work because a payment dispute arose and Defendant directed Plaintiff not to enter upon his property to perform further construction activities. The amounts paid by Defendant are insufficient for the work completed.

b. Paragraph 24b is denied. Paragraph 20 above is incorporated by reference.

c. Paragraph 24c is denied. Any deviations were made at Defendant's direction.

d. Paragraph 24d is denied. Paragraph 24a above is incorporated by reference. If any damage did occur, it was due to Defendant's actions.

e. Paragraph 24e is denied. All work which Defendant permitted Plaintiff to complete was performed in a reasonable and workmanlike manner.

25. No response required.

**Reply to Counterclaim Count II**

26. Paragraphs 1 through 25 of the Complaint and Reply to New Matter and Counterclaim are incorporated by reference.

27. Conclusion of Law.

28. a. Paragraph 28a is denied. No false or misleading statements of fact were made by Plaintiff.

b. Paragraph 28b is denied. All construction was within terms of the agreements between the parties.

c. Paragraph 28c is denied. No fraudulent or deceptive conduct occurred by Plaintiff.

29. Conclusion of Law.

WHEREFORE, Plaintiff demands judgment as set forth in  
its Complaint.

A handwritten signature in cursive script, appearing to read "Chris A. Pentz", written over a horizontal line.

Chris A. Pentz  
Attorney for Plaintiff

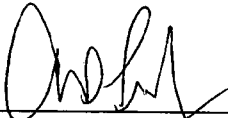
VERIFICATION

I, Chris A. Pentz, have read the foregoing Reply to New Matter and Counterclaim. The statements therein are correct to the best of my personal knowledge or information and belief.

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

I am authorized to make this verification on behalf of Plaintiff because of my position as counsel of record.

Dated: 11/16/07

  
Chris A. Pentz  
207 East Market Street  
Clearfield PA 16830  
814 765-4000  
I. D. # 39232



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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED** No CC.  
9/10:40am  
DEC 03 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

This is to certify that I have served Request for Production of Documents and Defendant's First Set of Interrogatories Directed to Plaintiff filed on behalf of in the above captioned matter, on the following party by postage prepaid first-class United States mail, on the 30<sup>th</sup> day of November, 2007:

Chris A. Pentz, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
Attorney for Plaintiff

BELIN, KUBISTA & RYAN



John R. Ryan  
Attorney for Defendant

**BELIN, KUBISTA & RYAN**  
ATTORNEYS AT LAW  
15 NORTH FRONT STREET  
P. O. BOX 1  
CLEARFIELD, PENNSYLVANIA 16830

---

**FILED**

**DEC 03 2007**

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

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**MOTION TO COMPEL RESPONSE  
TO DISCOVERY IN AID OF  
EXECUTION AND FOR SANCTIONS**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED 3cc  
01/10/08  
JAN 15 2008  
Amy Ryan  
(CK)

William A. Shaw  
Prothonotary/Clerk of Courts

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**MOTION TO COMPEL RESPONSE TO DISCOVERY**  
**IN AID OF EXECUTION AND FOR SANCTIONS**

NOW COMES, Dennis Mollura, Defendant above named, and by his attorneys, Belin & Kubista LLP, moves the Honorable Court as follows:

1. On November 30, 2007, Defendant sent Interrogatories and a Request for Production of Documents to counsel for the Plaintiff pursuant to Pa. R.C.P. 4005 and 4009.1.
2. Plaintiff has failed to submit answers to the said Interrogatories as required by the applicable Rules of Civil Procedure, nor has Plaintiff filed any objection or sought a protective order as to the said Interrogatories.
3. Further, Plaintiff has failed to respond to the Request for Production of Documents as required by the applicable Rules of Civil Procedure.
4. Pa.R.C.P. 4019 (a)(1)(I) permits the Court to impose sanctions, including but not limited to an order compelling a response to the requested discovery, under these circumstances.

WHEREFORE, Defendant requests that the Court enter an Order compelling the Plaintiff to answer the Interrogatories within a time to be established by the Court, imposing

sanctions, including an award of counsel fees and costs, and granting such other relief as the Court deems appropriate.

BELIN, KUBISTA & RYAN LLP

A handwritten signature in black ink, appearing to read 'J. Ryan', is written over a horizontal line.

John R. Ryan  
Attorney for Defendant

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

No. 2007 - 1261 - C.D.

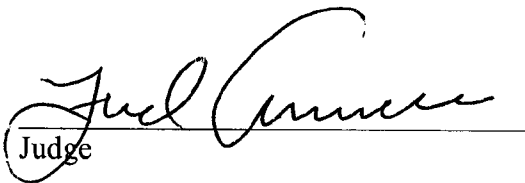
**ORDER**

AND NOW, this 16<sup>th</sup> day of January, 2008, upon consideration of the foregoing Motion filed by the Defendant, it is the ORDER of this Court that the Plaintiff appear and show cause why the relief requested therein should not be granted.

This matter shall be heard by the Court the 6<sup>th</sup> day of March, 2008, at 1:30 o'clock PM in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

One-half (1/2) hour is set aside for the hearing of this matter.

BY THE COURT:

  
Judge

FILED <sup>3CC</sup>  
01/14/08/08 Amy Ryan  
JAN 16 2008

William A. Shaw  
Prothonotary/Clerk of Courts

(GP)



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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED** *no cc*  
*01/11/07/ky*  
JAN 18 2007 *SM*

William A. Shaw  
Prothonotary/Clerk of Courts

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

This is to certify that I have served a certified copy of Motion to Compel Response to Discovery in Aid of Execution and for Sanctions filed on behalf of Defendant in the above captioned matter, together with a certified copy of the Order scheduling a hearing on said Motion, on the following party by postage prepaid first-class United States mail, on the 17th day of January, 2008:

Chris A. Pentz, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
Attorney for Plaintiff

BELIN, KUBISTA & RYAN LLP



John R. Ryan  
Attorney for Defendant

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

MOORE & KYLER CONTRACTING, INC. :


VS. : NO. 07-1261-CD

DENNIS MOLLURA :

O R D E R

AND NOW, this 6th day of March, 2008, this being the date set for hearing on the Defendant's Motion to Compel, it is the ORDER of this Court that the Plaintiff respond to the Defendant's First Set of Interrogatories directed to the Plaintiff and the Defendant's Request for Production of Documents within no more than twenty (20) days from this date.

BY THE COURT,



President Judge

FILED  
014:0067  
MAR 07 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2cc  
Atty's: Pentz  
Ryan

GW

MA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL TRIAL LISTING

CERTIFICATE OF READINESS

TO THE PROTHONOTARY

DATE PRESENTED 5/30/08

CASE NUMBER TYPE TRIAL REQUESTED ESTIMATED TRIAL TIME  
No. 2007-1261-C.D.  
Date Complaint ( ) Jury (x) Non-Jury  
Filed: ( ) Arbitration 1 days/hours  
September 6, 2007

PLAINTIFF(S)

Moore & Kyler Contracting, Inc. ( ) Check block if a Minor  
DEFENDANT(S) is a Party to the Case

Dennis Mollura ( )  
ADDITIONAL DEFENDANT(S)

( )

FILED No  
070:53601 cc  
MAY 30 2008

William A. Shaw  
Prothonotary/Clerk of Courts

JURY DEMAND FILED BY:

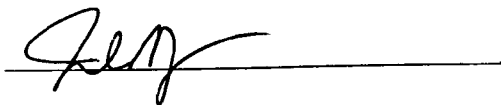
DATE JURY DEMAND FILED:

AMOUNT AT ISSUE CONSOLIDATION DATE CONSOLIDATION ORDERED

More than  
& \$25,000.00 ( ) yes (x) no

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

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



Chris A. Pentz, Esquire  
FOR THE PLAINTIFF

(814) 765-4000  
TELEPHONE NUMBER

John R. Ryan, Esquire  
FOR THE DEFENDANT

(814) 765-8972  
TELEPHONE NUMBER

FOR ADDITIONAL DEFENDANT

TELEPHONE NUMBER

CR


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

MOORE & KYLER CONTRACTING, :  
INC., :  
 :  
vs. : No. 07-1261-CD  
 :  
DENNIS MOLLURA :


ORDER

AND NOW, this 10<sup>th</sup> day of June, 2008, it is the Order of the  
Court that a pre-trial conference in the above-captioned matter shall be and is  
hereby scheduled for Monday, August 4, 2008 at 10:45 A.M. in Judges  
Chambers, Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

FILED<sup>2cc</sup>  
6/10/08  
JUN 11 2008  
Atty: Pentz  
Ryan

William A. Shaw  
Prothonotary/Clerk of Courts  


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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED** NO cc  
01/10:39 PM  
JUL 29 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

This is to certify that I have served the Pre-Trial Statement of Defendant submitted on behalf of DENNIS MOLLURA, Defendant in the above captioned matter, on the following parties in the manner set forth below on the 28th day of July, 2008:

Ronda Wisor  
Deputy Court Administrator  
Office of the Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
Via Hand Delivery

Chris A. Pentz, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
Attorney for Plaintiff  
Via First Class United States Mail, Postage Prepaid

BELIN, KUBISTA & RYAN LLP



John R. Ryan  
Attorney for Defendant

12

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

MOORE & KYLER CONTRACTING,  
INC.

vs.

DENNIS MOLLURA

:  
:  
:  
: No. 07-1261-CD  
:  
:

**ORDER**

AND NOW, this 4<sup>th</sup> day of August, 2008, following Pre-Trial Conference, it is the ORDER of the Court that a Civil Non-Jury Trial in the above-captioned matter has been scheduled for **Monday, December 22, 2008 and Tuesday, December 23, 2008 commencing at 9:00 A.M.** each day in Courtroom No. 2, Clearfield County Courthouse, Clearfield, PA, with Senior Judge Charles E. Brown, Jr., Specially Presiding.

Two (2) days has been allotted for this trial.

**FILED**

04:0031  
AUG 04 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2 cc Atty's: Pentz  
Ryan

BY THE COURT:

*Fredric J. Ammerman*

FREDRIC J. AMMERMAN  
President Judge



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

MOORE & KYLER CONTRACTING

Plaintiff

vs.

DENNIS MOLLURA,

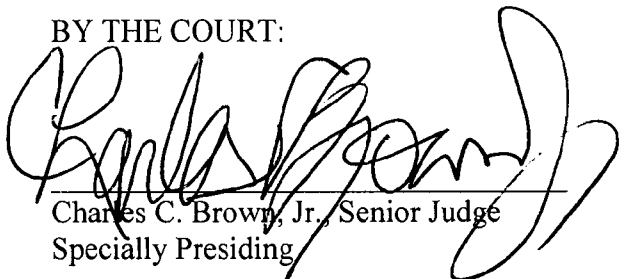
Defendant

No. 07-1261-CD

**ORDER**

AND NOW, this 23<sup>rd</sup> day o of December, 2008, following trial, it is the ORDER of this Court that counsel for Plaintiff and for Defendant each file a brief with the presiding judge no more than thirty (30) days from this date. Counsel for either party may file a responsive brief within ten (10) days of receipt of the other counsel's brief.

BY THE COURT:

  
Charles C. Brown, Jr., Senior Judge  
Specially Presiding

FILED 2cc Atty's  
04:00 BDE Pentz  
12/06/2009 Ryan

William A. Shaw  
Prothonotary/Clerk of Courts

(610)

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

MOORE & KYLER CONTRACTING, :  
INC., :

Plaintiff :

vs. :

No. 2007 – 1261 - C.D.

DENNIS MOLLURA, :

Defendant :

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED  
OCT 10 2007  
CLERK OF COURTS  
WILLIAM A. SHAW  
PROTHONOTARY  
cc  
40

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

No. 2007 – 1261 - C.D.


**CERTIFICATE OF SERVICE**

This is to certify that I have served the letter brief submitted on behalf of  
DENNIS MOLLURA, Defendant in the above captioned matter, on the following parties in by  
first class United States mail, postage prepaid, on the 20<sup>th</sup> day of January, 2009:

The Honorable Charles C. Brown, Jr.  
Courthouse Annex  
108 South Allegheny Street  
Bellefonte, PA 16823

Chris A. Pentz, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
Attorney for Plaintiff

BELIN, KUBISTA & RYAN LLP

  
\_\_\_\_\_  
John R. Ryan  
Attorney for Defendant

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

MOORE & KYLER CONTRACTING INC.,  
Plaintiff

vs.

DENNIS MOLLURA,  
Defendant

No. 2007-1261 CD

**FILED**

FEB 25 2009

William A. Shaw  
Prothonotary/Clerk of Courts

NO CFMC

**VERDICT**

AND NOW, this 23<sup>d</sup> day of February, 2009, after trial held on December 22 and 23, 2008, and upon consideration of the evidence presented at said trial and of the submissions of counsel for both parties, the Court enters the following:

VERDICT for Plaintiff Moore and Kyler Contracting and against Defendant Dennis Mollura on Plaintiff's Complaint in the amount of \$8,866.05 and

VERDICT for Plaintiff Moore and Kyler Contracting and against Defendant Dennis Mollura on Defendant's Counterclaim.

Verdict Calculations:

Plaintiff's original claim .....\$ 10,581.85

Less:

Defendant payment (admitted at trial) ..... \$ 800.00

Returned window..... \$ 180.00

Stovetop replacement ..... \$ 92.99

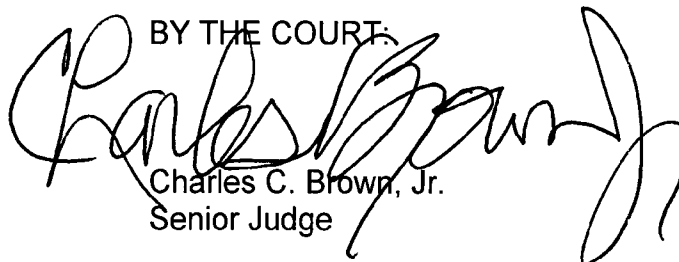
Payment for tree cutting ..... \$ 350.00

Payment to Dale Tubbs..... \$ 292.81

1,715.80

Amount of Verdict..... \$ 8,866.05

BY THE COURT:

  
Charles C. Brown, Jr.  
Senior Judge

**FILED**  
FEB 25 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 3-11-09  
☒ 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:

VA

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

MOORE & KYLER CONTRACTING, :  
INC., :  
Plaintiff :  
vs. :  
DENNIS MOLLURA, :  
Defendant :

No. 2007 – 1261 - C.D.

**MOTION TO EXTEND TIME FOR  
THE FILING OF POST-TRIAL  
MOTIONS**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

FILED 30c  
011:08301 Atty Ryan  
2009

William A. Shaw  
Prothonotary/Clerk of Courts

610

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

MOORE & KYLER CONTRACTING, :  
INC., :  
Plaintiff :

vs. :

No. 2007 – 1261 - C.D.

DENNIS MOLLURA, :  
Defendant :

**MOTION TO EXTEND TIME FOR THE FILING OF**  
**POST TRIAL MOTIONS**

NOW COMES, Dennis Mollura, Defendant above named, and by his Attorneys, Belin, Kubista & Ryan, LLP, moves the Honorable Court as follows:

1. The trial of the above captioned action was held before the Honorable Charles C. Brown, Jr., Senior Judge on December 22 and 23, 2008.
2. On February 23, 2009, Judge Brown issued a Verdict which was then entered onto the docket on February 25, 2009, as evidenced by a true and correct copy of the Docket Entries attached hereto as Exhibit "A". The said docket entries show that no copies were served on the parties.
3. Counsel for Defendant received a copy of the said Verdict on March 12, 2008, from the Clearfield County Prothonotary's Office.
4. Attached hereto and marked as Exhibit "B" is a true and correct copy of the said Verdict, which is stamped as having been filed on February 25, 2009, and as having been certified on March 11, 2009.

5. Also attached as Exhibit "C" is a copy of the slip attached to the copy of the Verdict received by Counsel for Defendant. Said slip is a document generated by the Prothonotary's Office and is dated March 11, 2009.

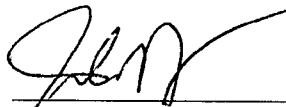
6. Under the Rules of Civil Procedure, the time period for the filing of Post Trial Motions is ten (10) days after the verdict is issued.

7. As the result of the Verdict not being delivered to Counsel until nearly three (3) weeks after its issuance and entry upon the docket, the said time period has elapsed.

8. While Defendant is unaware of the reason for the undue delay as described above, he should not be prejudiced by this apparent breakdown in the administration of the Court system, and should be granted an extension of time for the filing of Post Trial Motions should he elect to do so.

WHEREFORE, Defendant requests, for the reasons set forth above, that he be granted ten days from March 12, 2009, for the filing of Post Trial Motions.

BELIN, KUBISTA & RYAN LLP

A handwritten signature in black ink, appearing to read "John R. Ryan", is written over a horizontal line.

John R. Ryan  
Attorney for Defendant



ate: 3/13/2009

me: 10:42 AM

age 1 of 2

**Clearfield County Court of Common Pleas**

ROA Report

Case: 2007-01261-CD

Current Judge: Fredric Joseph Ammerman

Moore & Kyler Contracting, Inc. vs. Dennis Mollura

User: SEARCH

**District Justice Appeal**

ate		Judge
25/2009	Verdict, NOW, this 23rd day of Feb., 2009, after trial held on Dec. 22 and 23, 2008, VERDICT for Plaintiff and against Defendant in the amount of \$8,866.05, an VERDICT for Plaintiff and against Defendant on Defendant's Counterclaim. By The Court, /s/ Charles C. Brown, Jr., Senior Judge. No CC	Charles C. Brown Jr.
21/2009	Certificate of Service, the letter brief submitted on behalf of Dennis Mollura, was served upon The Honorable Charles C. Brown, Jr. and Chris A. Pentz, Esquire, by first class mail on the 20th day of Jan., 2009. filed by s/ John R. Ryan, Esquire. No CC	Fredric Joseph Ammerman
6/2009	Order, this 23rd day of Dec., 2008, following trial, it is Ordered that counsel for Plaintiff and for Defendant each file a brief with the presiding judge no more than 30 days from this date. Counsel for either party may file a responsive brief within 10 days of receipt of the other counsel's brief. by the Court, /s/ Charles C. Brown, Jr., Senior Judge Specially Presiding. 2CC Attys; Pentz, Ryan	Charles C. Brown Jr.
3/13/2008	Transcript of Proceedings, filed. Defendant's Motion to Compel, held before Fredric Joseph Ammerman, Pres. Judge, on March 6, 2008.	Fredric J. Ammerman
4/2008	Order, this 4th day of August, 2008, following Pre-Trial Conference, it is Ordered that Civil Non-Jury Trial has been scheduled for Dec. 22, 2008 and Dec. 23, 2008 at 9:00 a.m. each day in Courtroom 2. 2 days has been allotted for this trial. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys: Pentz, Ryan	Fredric Joseph Ammerman
7/29/2008	Certificate of Service, filed. Served the Pre-Trial Statement of Defendant submitted on behalf of Dennis Mollura, on the 28th day of July 2008: Ronda Wisor, Deputy Court Administrator (via hand delivery) and Chris A. Pentz Esq. (via first class mail), filed by s/ John R. Ryan Esq. NO CC.	Fredric Joseph Ammerman
8/11/2008	Order, this 10th day of June, 2008, it is Ordered that a pre-trial conference is scheduled for August 4, 2008 at 10:45 a.m. in Judges Chambers. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; Pentz, Ryan	Fredric Joseph Ammerman
9/30/2008	Certificate of Readiness for Non-Jury Trial, filed by s/ John R. Ryan, Esquire. no CC	Fredric Joseph Ammerman
10/7/2008	Order, this 6th day of March, 2008, this being the date set for hearing on the Defendant's Motion to Compel, it is Ordered that the Plaintiff respond to the Defendant's First Set of Interrogatories directed to the Plaintiff and the Defendant's Request for Production of Documents within no more than 20 days from this date. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Attys; Pentz, Ryan	Fredric Joseph Ammerman
11/18/2008	Certificate of Service, filed. Served a certified copy of Motion to Compel Response to Discovery in Aid of Execution and for Sanctions filed on behalf of Defendant in the above captioned matter, together with a certified copy of the Order scheduling a hearing on said Motion by first-class mail on the 17th day of January 2008 to Chris A. Pentz Esq., filed by s/ John R. Ryan Esq. NO CC.	Fredric Joseph Ammerman
12/16/2008	Order, this 16th day of Jan., 2008, upon consideration of the foregoing Motion filed by the Defendant, it is Ordered that the Plaintiff appear and show cause why the relief requested should not be granted. This matter shall be heard by the Court the 6th day of March, 2008, at 1:30 p.m. in Courtroom 1. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Ryan	Fredric Joseph Ammerman
1/15/2008	Motion to Compel Response to Discovery in Aid of Execution And For Sanctions, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	No Judge

**EXHIBIT "A"**

ate: 3/13/2009

me: 10:42 AM

age 2 of 2

**Clearfield County Court of Common Pleas**

ROA Report

Case: 2007-01261-CD

Current Judge: Fredric Joseph Ammerman

Moore & Kyler Contracting, Inc. vs. Dennis Mollura

User: SEARCH

**District Justice Appeal**

ate		Judge
2/3/2007	Certificate of Service, filed. Served Request for Production of Documents and Defendant's First Set of Interrogatories Directed to Plaintiff filed on behalf of the above captioned matter by first class mail on the 30th day of November 2007 to Chris A. Pentz Esq., filed by s/ John R. Ryan Esq. No CC.	No Judge
1/16/2007	Reply to New Matter and Counterclaim, filed by s/ Chris A. Pentz, Esquire. 3CC Atty. Pentz	No Judge
10/10/2007	Certificate of Service, filed. Served a certified copy of Answer, New Matter and Counterclaim filed on behalf of Dennis Mollura, defendant in the above captioned matter on Chris A. Pentz Esq., by postage prepaid first-class mail on the 10th day of October 2007, filed by s/ John R. Ryan Esq. No CC.	No Judge
9/9/2007	Answer, New Matter And Counterclaim, filed by s/ John R. Ryan, Esquire. 3CC Atty. Ryan	No Judge
6/2007	Complaint, filed by s/ Chris A. Pentz Esq. 3CC Atty Pentz.	No Judge
15/2007	District Justice Appeal Transcript, filed. No CC	No Judge
6/2007	Filing: District Justice Appeals Paid by: Belin, Kubista & Ryan Receipt number: 1920136 Dated: 8/6/2007 Amount: \$85.00 (Check) Cert. copies to Atty. Ryan and MDJ Ireland and Moore & Kyler.	No Judge
	New Case Filed.	No Judge

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

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

MAR 11 2009

MOORE & KYLER CONTRACTING INC.,  
Plaintiff

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Court

vs.

No. 2007-1261 CD

DENNIS MOLLURA,  
Defendant

**FILED**

FEB 25 2009  
m/3:05  
William A. Shaw  
Prothonotary/Clerk of Courts  
no CFM

VERDICT

AND NOW, this 23<sup>d</sup> day of February, 2009, after trial held on December  
22 and 23, 2008, and upon consideration of the evidence presented at said trial and of  
the submissions of counsel for both parties, the Court enters the following:

VERDICT for Plaintiff Moore and Kyler Contracting and against Defendant  
Dennis Mollura on Plaintiff's Complaint in the amount of \$8,866.05 and

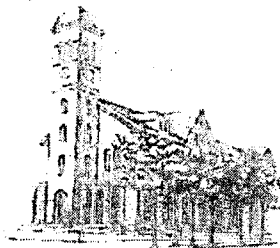
VERDICT for Plaintiff Moore and Kyler Contracting and against Defendant  
Dennis Mollura on Defendant's Counterclaim.

Verdict Calculations:

Plaintiff's original claim .....	\$ 10,581.85
<u>Less:</u>	
Defendant payment (admitted at trial) .....	\$ 800.00
Returned window .....	\$ 180.00
Stovetop replacement .....	\$ 92.99
Payment for tree cutting .....	\$ 350.00
Payment to Dale Tubbs .....	\$ 292.81
	<u>1,715.80</u>
Amount of Verdict .....	\$ 8,866.05

BY THE COURT:

*Charles C. Brown, Jr.*  
Charles C. Brown, Jr.  
Senior Judge



## Clearfield County Office of the Prothonotary and Clerk of Courts

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

**Jacki Kendrick**  
Deputy Prothonotary/Clerk of Courts

**Bonnie Hudson**  
Administrative Assistant

**David S. Ammerman**  
Solicitor

PO Box 549, Clearfield, PA 16830 ■ Phone: (814) 765-2641 Ext. 1330 ■ Fax: (814) 765-7659 ■ [www.clearfieldco.org](http://www.clearfieldco.org)

To: All Concerned Parties

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

William A. Shaw, Prothonotary

DATE: 3-11-09

\_\_\_\_\_ You are responsible for serving all appropriate parties.

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

\_\_\_\_\_ Plaintiff(s) X Plaintiff(s) Attorney \_\_\_\_\_ Other

\_\_\_\_\_ Defendant(s) X Defendant(s) Attorney

\_\_\_\_\_ Special Instructions:

EXHIBIT "C"

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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:  
:  
:  
:  
:  
:

No. 2007 - 1261 - C.D.

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

5  
0/10:34/21  
7/1/08  
William A. Shatt  
Prothonotary/Clerk of Courts

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

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No. 2007 – 1261 - C.D.

**CERTIFICATE OF SERVICE**

This is to certify that I have served a certified copy of Motion to Extend Time for the filing of Post-Trial Motions submitted on behalf of DENNIS MOLLURA, Defendant in the above captioned matter, on the following party in by first class United States mail, postage prepaid, on the 17<sup>th</sup> day of March, 2009:

Chris A. Pentz, Esquire  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
Attorney for Plaintiff

BELIN, KUBISTA & RYAN LLP



John R. Ryan  
Attorney for Defendant

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

Defendant

No. 2007 – 1261 - C.D.

**PRAECIPE TO MARK CASE  
SETTLED, DISCONTINUED AND  
ENDED**

Filed on behalf of:  
Defendant

Counsel of Record for  
this Party:

John R. Ryan  
Attorney-At-Law

Pa. I.D. 38739

BELIN, KUBISTA & RYAN LLP  
15 N. Front Street  
P.O. Box 1  
Clearfield, PA 16830  
(814) 765-8972

**FILED** 4CC#4 Cert.  
0130961 of Disc. to CIA  
APR 08 2009  
William A. Shaw  
Prothonotary/Clerk of Courts (610)

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

MOORE & KYLER CONTRACTING INC, *	*	
Plaintiff	*	
	*	
vs	*	No. 2007-1261 -CD
	*	
DENNIS MOLLURA,	*	
Defendant	*	

PRAECIPE TO MARK CASE SETTLED, DISCONTINUED, AND ENDED

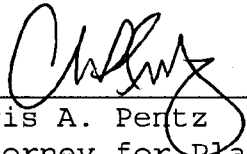
TO THE PROTHONOTARY:

Please mark the above captioned matter settled,  
discontinued, and ended as to all claims.


Date: 4-2-09

  
Moore & Kyler Contracting, Inc

Date: 4-2-09

  
Chris A. Pentz  
Attorney for Plaintiff

Date: 4/8/09

  
John R. Ryan  
Attorney for Defendant



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Moore & Kyler Contracting, Inc.

Vs.  
Dennis Mollura

No. 2007-01261-CD

CERTIFICATE OF DISCONTINUATION

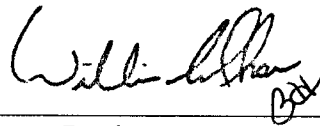
Commonwealth of PA  
County of Clearfield

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 April 8, 2009, marked:

Settled, Discontinued and Ended as to all claims

Record costs in the sum of \$85.00 have been paid in full by Belin, Kubista and Ryan.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 8th day of April A.D. 2009.



William A. Shaw, Prothonotary

LA

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

MOORE & KYLER CONTRACTING,  
INC.,

Plaintiff

vs.

DENNIS MOLLURA,

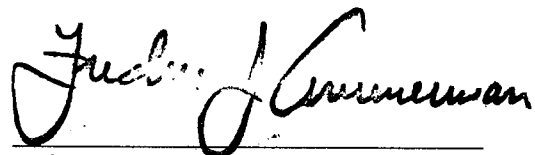
Defendant

No. 2007 – 1261 - C.D.

**ORDER**

AND NOW, this 16<sup>th</sup> day of March, 2009, upon consideration of the foregoing Motion to Extend Time for the Filing of Post-Trial Motions, and the Court being satisfied that the docket entries support the granting of the relief requested, it is the ORDER of this Court that Post-Trial Motions be filed no later than March 23, 2009.

BY THE COURT:

  
\_\_\_\_\_  
Judge

51-000000-300  
014:00601  
2009  
Amy Ryan  
William A. Shaw  
Prothonotary/Clerk of Courts  
(610)