

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONAL BUILDERS & ACCEPTANCE
CORP.,

Plaintiff,

v.

SOUTH SIDE SIN CITY, INC.,

Defendant.

CIVIL DIVISION

No. **GD 21-7843**

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiff:
NATIONAL BUILDERS &
ACCEPTANCE CORP.

Counsel of record for this Party:

Marco S. Attisano
Pa. Id. No. 316736

Attisano & Romano
429 Fourth Avenue
Suite 1705
Pittsburgh, PA 15219
(412) 336-8622 (Phone)
(412) 336-8629 (Fax)
marco@arlawpitt.com

FILED

2021 JUL -9 PM 4:06

**DEPT. COURT RECORDS
CIVIL / FAMILY DIVISION
ALLEGHENY COUNTY PA**

**T112642
9 July 2021
16:8:58
GD-21-007843**

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONAL BUILDERS & ACCEPTANCE)	CIVIL DIVISION
CORP.,)	
)	No.
Plaintiff,)	
)	
v.)	
)	
SOUTH SIDE SIN CITY, INC.,)	
)	
)	
Defendants.)	

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgement may be entered against you by the Court without further notice for any money claimed in the Complaint or for any 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
Allegheny County Bar Association
400 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Telephone: (412) 261-5555

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA

NATIONAL BUILDERS & ACCEPTANCE)	CIVIL DIVISION
CORP.,)	
)	No.
Plaintiff,)	
)	
v.)	
)	
SOUTH SIDE SIN CITY, INC.,)	
)	
)	
Defendant.)	

COMPLAINT

AND NOW, comes Plaintiff NATIONAL BUILDERS & ACCEPTANCE CORP. (“National”), through its counsel, Attisano & Romano, and files this Complaint:

PARTIES

1. Plaintiff, National, is a Pennsylvania corporation with a principal place of business at 4203 Murray Ave., Suite 3, Pittsburgh, PA 15217.
2. Defendant, South Side Sin City, Inc., is a Pennsylvania corporation doing business at 233 Atwood Street, Pittsburgh, PA 15213.

JURISDICTION AND VENUE

3. This court has jurisdiction over Defendant because Defendant is located in the Commonwealth of Pennsylvania and because the contract and events out of which this action arises occurred in the Commonwealth of Pennsylvania.
4. Venue is proper in this court because the events that give rise to the causes of action set forth in this Complaint occurred in Allegheny County.

FACTS

5. National is the owner of the property located at 219-223 Atwood St., Pittsburgh, PA 15213 in the Oakland neighborhood of the City of Pittsburgh (“the Property”).

6. South Side Sin City, Inc. (“Sin City”) is a commercial tenant of the Property and operates a bar/restaurant called the “Garage Door Saloon”, which is located on the first floor.

7. National and Sin City entered into a commercial lease for the property on or about October 1, 2010. A true and correct copy of the Commercial Lease attached as Exhibit A.

8. On or about January 23, 2019, National Builders and Sin City entered into a commercial lease amendment, which extended the lease through 2025. Commercial Lease Amendment attached as Exhibit B.

9. The Commercial Lease states, in relevant part:

- a. Lessor [National] shall be responsible only for repairs limited to the roof and structural repairs.
- b. Tenant [Sin City] understands that Lessor must have access to the premises between the hours of 9AM and 4PM when repairs are scheduled. Lessor will give Tenant 12 hours advance notice of any scheduled repairs. However, in the event of an emergency Lessor may enter the premises without giving any notice.
- c. Tenant must disarm the security alarm when repairs are scheduled.

10. On or about April 18, 2021, a section of the ceiling in the portion of the Property rented by Sin City collapsed due to damage to the roof .

11. In order to repair its building, National retained Cenknor Engineering Associates, Inc. (“Cenknor Engineering”) who produced a report on the proposed repair on May 10, 2021 and

recommended Vegely Welding, Inc. (“Vegely Welding”) to perform the work needed for the repairs. A true and correct copy of the Cenkner Engineering Report is attached as Exhibit C.

12. National has obtained a building permit for the work. A true and correct copy of the Building Permit is attached as Exhibit D.

13. Vegely Welding began work in mid-May and the work was initially estimated to be completed by the end of June 2021.

14. However, on or about June 11, 2021 Sin City prevented Vegely’s workers from entering the property by refusing to turn off their alarm system for the Property.

15. On June 11, 2021, National sent a letter to Sin City demanding they permit Vegely Welding to access its Property and perform the necessary repairs.

16. As of July 9, 2021, the date the within Complaint was filed, Sin City has continued to prohibit Vegely Welding to access its Property in order to perform the necessary repairs.

17. Furthermore, National Builders has a prospective buyer for the property.

18. Sin City has not permitted National to access the Property with the prospective buyer for a walk through of the property.

19. Finally, in addition to the aforementioned breaches, Sin City has failed to make required rent payments from July 2020 to present and owes \$61,291.37 in back rent and fees.

20. Sin City’s actions have caused harm to National.

COUNT I—BREACH OF CONTRACT
REFUSAL TO ALLOW ACCESS TO PROPERTY

21. Paragraphs 1 through 21 are incorporated.

22. The lease states that the Tenant, Sin City, must provide access to the property for repairs and specifically must turn off the security alarm so repairs can be performed. See Exhibit A – Commercial Lease.

23. Sin City's refusal to provide access to the property for repairs, refusal to turn off the security alarm to allow necessary repairs to be performed, and refusal to permit National to take prospective buyers on a walk through of the property are breaches of the lease.

24. As a direct and proximate result of Sin City's breaches of the lease National has suffered harm.

WHEREFORE, Plaintiff, National, respectfully requests that judgement be entered in its favor for injunctive relief and for all just damages to include interest and costs, attorney's fees, any other such relief the Court deems just and that the Court order specific performance of the lease directing Defendants permit entry for the required work to be performed and Defendants permit access to Property for National to walk through prospective buyers of the Property.

COUNT II—BREACH OF CONTRACT
PAST RENT OWED

25. Paragraphs 1 through 24 are incorporated.

26. Sin City has failed to pay the full amount of monthly rent due since July of 2020.

27. Sin City only made partial rent payments from July 2020 through March 2021 and has failed to pay any rent from April 2021 through July 2021.

28. Sin City owes \$67,291.27 in back rent.

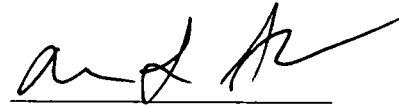
29. Sin City's failure to pay rent owed is in breach the lease. See Exhibit A and B.

34. National Builders has sustained harm as a result of Sin City's failure to honor its contractual obligations.

WHEREFORE, Plaintiff, respectfully requests that judgement be entered in its favor and against Defendant, in an amount in excess of \$35,000 plus interest and costs, attorney's fees, and for such other relief as the Court deems just and proper.

ATTISANO & ROMANO

Date: 7/9/21



Marco S. Attisano
Pa. Id. No. 316736
429 Fourth Avenue
Suite 1705
Pittsburgh, PA 15219
(412) 336-8622
marco@arlawpitt.com
*Counsel for Plaintiff,
National Builders &
Acceptance Corp.*

EXHIBIT A

COMMERCIAL LEASE

Made this 1st day of October, 2010 between National Builders & Acceptance Corporation, a Pennsylvania corporation having its Principal place of business at 227 W. 8th Avenue, W. Homestead, Pa. 15120 hereinafter called "Lessor" and South Side Sin City, Inc. d/b/a Garage Door Saloon hereinafter called "Tenant."

All that certain first floor part of the building located at 219 ½ Atwood Street – 223 Atwood Street, 4th Ward, City of Pittsburgh, Allegheny County, Pennsylvania.

The lease shall be for a term of FIVE (5) YEARS. The lease shall Begin on December 1, 2010 and shall end on November 30, 2015. the total rent shall be a minimum of \$492,360.00 per the paragraph on cost of living below.

Tenant may extend the term of this lease for an additional period of 5 years by notifying Lessor in writing at least 60 days before the lease expires on November 30, 2015. With the exception the renewal is subject to the sale or taking of the property by the University of Pittsburgh, or UPMC or a similar educational-medical corporation. In which case the lease shall Expire on November 30, 2015.

Effective December 1, 2015 the rent will automatically increase by 5% if Tenant chooses to renew for another 5 years.

Rent in the amount of \$ 8,206.00 shall be due at the beginning of each month. A discount of \$ 588.00 may be taken on rent paid in full by the 10th day of each month. DATE OF POSTMARK CONSTITUTES DATE OF RECEIPT.

There shall be a charge of \$ 25.00 on any check returned NSF.

Tenant shall pay all gas & electric used thereon, all water charges or Assessments, all sewer charges or assessments, and all garbage Collection charges. FAILURE TO PAY ANY OF THE CHARGES SHALL CAUSE LESSOR TO ENFORCE PAYMENT THEREOF IN THE SAME MANNER AS RENT IN ARREARS.

Tenant hereby agrees to maintain and keep the premises in good repair. Tenant agrees to keep the sidewalks free of rubbish. Tenant also agrees to keep all sidewalks free from ice and snow.

Lessor shall be responsible only for repairs limited to the roof and structural repairs. Lessor shall also be responsible for any repairs to apartments above the premises which may cause damage to the Tenant's premises.

Tenant understands that Lessor must have access to the premises between The hours of 9AM and 4PM when repairs are scheduled.
Lessor will give the Tenant 12 hour advance notice of any scheduled repairs. However, in the event of an emergency Lessor may enter the premises without giving any notice.

Tenant must disarm the security alarm when repairs are scheduled. If Lessor enters the premises for an emergency the Tenant shall be responsible for any charges associated with the security alarm.

Tenant may not change the locks without providing Lessor with a key.

Tenant may not assign the lease or sublet the premises without written consent Of the Lessor.

Tenant agrees to keep the premises in good repair including all pipes and plumbing connections, all electric, heating and air conditioning. of the Tenant the cost shall be reimbursed to Lessor.

Tenant agrees to carry and pay for Liability Insurance with limits not less than \$1,000,000.00 for any injury or death of one person and not less than \$1,000,000.00 in respect to any one accident and not less than \$500,000.00 in respect to property damage.

Tenant must furnish certificates of insurance to Lessor naming Lessor as Additional insured.

Tenant waives right of notice before a complaint can be filed with the District Magistrate.

The Cost of Living Index is published annually and shall be used as the Multiplier for the annual increases in rent starting December 1, 2011 And continuing each year thereafter until the expiration of the lease on November 30, 2015.

Signed this 1st day of October, 2010.

National Builders & Acceptance Corporation

Betty Scoratow
By Betty Scoratow- President

South Side Sin City, Inc.

By _____

EXHIBIT B

COMMERCIAL LEASE AMENDMENT

THIS COMMERCIAL LEASE AMENDMENT (this "Amendment") is made and entered into as of January 23, 2019, by and between **National Builders & Acceptance Corporation**, a Pennsylvania corporation (the "Landlord"), and **South Side Sin City, Inc.**, a Pennsylvania corporation (the "Tenant"), as follows:

RECITALS

A. Landlord and Tenant are parties to that certain Commercial Lease dated as of January 23, 2019 (the "Lease") for premises located at 219-223 Atwood Street, Pittsburgh, PA 15213, as more particularly described in the Lease (the "Premises").

B. The parties are desirous of amending the Lease as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above are incorporated herein by reference as if set forth in full in this Amendment. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings given to them in the Lease.

2. Term. The existing Term of the Lease which is scheduled to expire on October 31, 2020 is hereby extended for a period of five (5) additional years until October 31, 2025.

3. Renewal Options. Tenant shall have the right and options to extend the Term of the Lease for four (4) additional periods of five (5) years each. To exercise an extension option, Tenant must provide written notice to Landlord at least sixty (60) days prior to the expiration of the then current term.

4. Minimum Rent. On November 1, 2020, the Base Minimum Rent shall increase by three (3) percent over the Base Minimum Rent currently in effect. Thereafter, should Tenant exercise its extension options, Base Minimum Rent shall increase by three (3) percent at the beginning of each option term.

5. Real Estate Tax Increases. Tenant shall be responsible for its pro rata share (on a square footage basis) of increases in real estate taxes over a base year 2019. Tenant shall pay its pro rata share of real estate tax increases within thirty (30) days of Landlord presenting the actual tax bill for Tenant's review. Landlord shall notify Tenant in a timely manner of any increases in the real estate taxes or assessment and Landlord shall contest such increases if requested by Tenant.

6. Right of First Refusal. If Landlord receives an offer or letter of intent from any person or entity to purchase the Premises which Landlord intends to accept, Landlord shall send

Tenant a copy of the proposed letter of intent or offer. Tenant shall have the right to accept the terms of said letter of intent or offer by signing such letter of intent or offer (or one on the same terms and conditions) and delivering the same to Landlord within fifteen (15) days of the sending of the offer or letter of intent. Tenant shall have thirty (30) days from the time of delivery of its letter of intent or offer to enter into a definitive agreement of sale with Landlord to purchase the Premises and ninety (90) days within which to purchase the Premises on such terms and conditions.

Tenant's right of first refusal set forth herein is a two-time right with regard to the first potential buyer and, if applicable, second potential buyer which delivers an offer or letter of intent to Landlord (if any). If Tenant shall not accept the letter of intent or offer from the first buyer, then Tenant's rights as set forth in this section shall continue until Landlord receives an offer or letter of intent from a second buyer. If Tenant shall not accept the letter of intent or offer from such second buyer, then any of Tenant's rights as set forth in this section shall be void and of no further force and/or effect. Tenant may assign its right to purchase the Premises to an affiliate.

7. Subletting/Assignment. Tenant shall be permitted to sublease or assign the 219 Atwood Street portion of the Premises.

8. Effect of Amendment; Ratification. Landlord and Tenant hereby acknowledge and agree that, except as provided in this Amendment, the Lease has not been modified, amended, canceled, terminated, released, superseded or otherwise rendered of no force or effect. The Lease as hereby amended is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term and power contained in the Lease, as amended herein, shall continue in full force and effect, and each shall continue to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of each party hereto. In the event of a conflict between the terms of the Lease and this Amendment, this Amendment shall control.

9. Authority. Each of Landlord and Tenant represents and warrants to the other that the individual executing this Amendment on such party's behalf is authorized to do so. In addition, each of Landlord and Tenant represents and warrants to the other that no consent by such representing party's lender(s) or any other third party is required for or as a condition precedent to the effective, non-contingent and fully binding execution of this Amendment by such representing party.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the date first above written.

TENANT:
South Side Sin City, Inc., a Pennsylvania corporation

By: 
Name: Mark Welshorse, President

LANDLORD:
National Builders & Acceptance Corporation, a Pennsylvania corporation

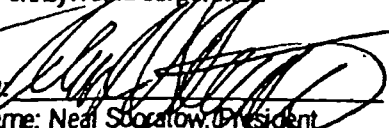
By: 
Name: Neal Sboratow, President

EXHIBIT C

Cenkner Engineering Associates, Inc.

Structural, HVAC, Plumbing, Fire Protection, and Electrical Systems

May 10, 2021, Rev00

Ken Vegely
Vegely Welding, Inc.
1100 Walnut St.
McKeesport, PA 1513

Re: Garage Door Saloon
Roof Joist Review & Repairs
Garage Door Saloon
233 Atwood Street
Pittsburgh, PA
Project 21031

Ken,

At your request, we visited the site with you and the landlord on May 7, 2021 for the purpose of observing the underside of the concrete joist roof structure attempting to estimate if any structural deficiencies are noticeable and recommend any repairs, if they can be determined.

Be aware that our investigation is based solely on visual observations. No exploratory demolition or load testing was performed nor requested by you. We do not believe that these services are warranted at this time. We are attempting to describe conditions based on observations only and on past experience with similar projects. If unforeseen conditions are discovered during future exploratory demolition or renovation work, we may need to alter the conclusions and recommendations presented in this report.

This report is prepared to transmit a professional opinion from Cenkner Engineering Associates, Inc. to **Vegely Welding, Inc and the landlord** and is considered an instrument of professional service between the parties. Use of this report by others not mentioned above is not permitted unless express written consent is obtained from Cenkner Engineering Associates, Inc. Extrapolation of opinions and conclusions beyond and outside the scope of those stated below by others will be done under their own liability and in no way hold Cenkner Engineering Associates, Inc. responsible for such conclusions.

While at the site the following items were noted.

- F1. The area in question and under review is limited to the roof of the one story section of the building.
- F2. The existing roof structure appears to be a combination of one way poured in place reinforced concrete joists, steel beams, and clay tiles. The clay tiles appear to be used primarily as form work and do not appear to structural in nature.
- F3. Loose clay tiles and spalled concrete had fallen to the floor in several areas throughout the roof in question and additional loose tiles and concrete were noted as well.
- F4. The loose and spalled concrete appears to be limited to the bottom of the concrete joist ribs exposing the rib reinforcing inside.
- F5. Water stains were noticed on the concrete joists throughout the facility probably from former roof leaks.
- F6. No excessive cracks or structural deflections were visibly noticed on the concrete roof joists or the steel beams.

Cenkner Engineering Associates, Inc.

Ken Vegely
Garage Door Saloon
Roof Joist Reviews
May 10, 2021
Page 2 of 2

Based on the above findings, the following conclusions are reached.

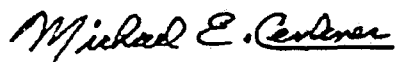
- C1. The spalled concrete and loose clay tiles appear to be related to water penetration from roof leaks in the past.
- C2. The water penetration appears to have made the clay tiles weak and cracked which led to them falling.
- C3. The spalled concrete on the concrete joist bottoms appears to be related to roof leaks in the past which caused corrosion forming on the reinforcing inside which expanded and cracked the bottom concrete cover.

Based on the above conclusions, the following recommendations are made.

- R1. The landlord's contractors should determine the extent of the loose concrete and clay tiles by tapping with a hammer. The loose material will make a distinctive hollow sound. All loose materials shall be removed from the site.
- R2. At locations where the concrete rib bottom reinforcing is exposed, additional concrete should be removed from the bottom of the existing concrete joists to create a gap above the existing reinforcing.
- R3. A polymer modified repair mortar should be applied to the bottom of the concrete joists. The product chosen should be rated for overhead application. It should be worked around the top of the existing rib reinforcing for proper bonding and fire proofing protection. A sample of an acceptable product is attached for review. This is NOT the only acceptable product available; just one of many.

If you have any questions or need to discuss these items in more detail, please call.

Sincerely,



Michael E. Cenkner, PE, President
Cenkner Engineering Associates, Inc.

MEC/lac

Attachments

EXHIBIT D



CITY OF PITTSBURGH
Department of Permits, Licenses, and Inspections
200 Ross St, Room 320
Pittsburgh, PA 15219
412-255-2175 / F: 412-255-2979
<http://pittsburghpa.gov/pli/>

BP-2021-09742

BUILDING PERMIT - COMMERCIAL - MINOR ALTERATION

Issued Date: June 29, 2021
Permit Address: 223 ATWOOD ST
Pittsburgh, PA 15213
Permit Holder: NATIONAL BUILDERS &
ACCEPTANCE CORP
4203 MURRAY AVE SUITE 3
PITTSBURGH, PA 15217 USA
Ward #: 4
Parcel #: 0028C00185000000
Property Owner: RUB-A-DUB-DUB INC
4203 MURRAY AVE STE 3
PITTSBURGH, PA
15217-2975

License #: BL008088

Location of Work: N/A
Work Scope: Ceiling Repair/Replacement (excludes framing), Drywall/Plaster
Repair/Replacement (excludes framing), Interior Non-Structural Demo (no
new walls/doors)

Zoning Code Information:

Zoning Approval: N/A
Use Type: N/A
Overlay Districts: Prkng Redu - 50% except res - Baum Centre - RCO - Oakland Plan & Dev Co
- RCO Oakland Bus Imp Dist

Building Code Information:

Applicable Building Code: 2015 IEBC
Use Group(s): N/A
Construction Type: N/A
Building Sprinkler System: N/A
Sprinkler System Standard: N/A

Permit Conditions / Comments: N/A

Additional Permits Required: N/A

Additional PLI Inspections Required: N/A

Special Inspections Required: N/A

Job Value: \$5,000.00

Permit Fee: \$559.50

INSPECTIONS ARE REQUIRED:

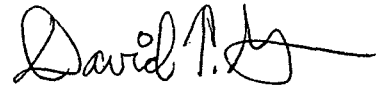
It is the responsibility of the permit holder to notify the building official when work is ready for inspection, and to provide access to and means for inspections as required by the building code. Work shall not be performed beyond the point indicated in each successive inspection, and shall not be covered or concealed, without first obtaining the approval of the inspector. FAILURE REQUEST INSPECTIONS MAY RESULT IN REVOCATION OF THE PERMIT.

**TO REQUEST AN INSPECTION OR CONFIRM ASSIGNED INSPECTOR(S) VISIT
CITIZEN PORTAL:**

<https://onestoppgh.pittsburghpa.gov/pghprod/pub/lms/Default.aspx>

Work is hereby authorized by the Code Official to proceed in accordance with the Pittsburgh City Code.

David Green

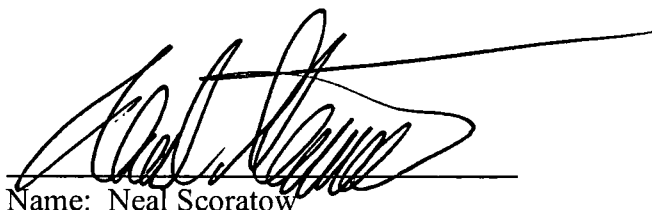


BCO, Department of Permits, Licenses, and Inspections

THIS PERMIT MUST BE POSTED PROMINENTLY ON THE PREMISES AT ALL TIMES

VERIFICATION

I, NEAL SCORATOW, have read the foregoing Petition For Special Relief in Nature of Injunction and verify that it is based upon information which I have furnished to counsel and information which has been gathered by counsel in the preparation of the forgoing document and that it is true and correct to the best of my knowledge, information and belief. The language of the Petition For Special Relief in Nature of Injunction is that of counsel and not Plaintiff. To the extent that the content of the Petition For Special Relief in Nature of Injunction is that of counsel, I have relied upon making this verification. I understand that false statement herein are made subject to the penalties of 18 Pa. C.S § 4904, relating to unsworn falsification to authorities.



Name: Neal Scratow

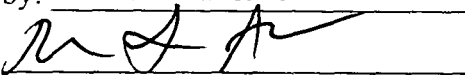
President, National Builders & Acceptance Corp.

Date: 7/9/21

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Marco S. Attisano

Signature: 

Name: Marco S. Attisano, Esquire

Attorney No. (if applicable): 316736...


CERTIFICATE OF SERVICE

I, Marco S. Attisano, Esquire, hereby certify that on this 9th day of July, 2021, a true and correct copy of the foregoing Complaint was served upon the following in the manner described below:

VIA ELECTRONIC TRANSMISSION

Charles L. Caputo, Esq.
ATTORNEY FOR DEFENDANT

204 Fifth Avenue
Buhl Building, 5th Floor
Pittsburgh, PA 15222
info@caputolawoffice.com
(412) 690-2350 (Fax)



Marco S. Attisano, Esquire (PA)
ATTORNEY FOR PLAINTIFF

ATTISANO & ROMANO, LLC
429 Fourth Avenue, Suite 1705
Pittsburgh, PA 15219
Tel. (412) 336-8622
Fax (412) 336-8629
marco@arlawpitt.com

Supreme Court of Pennsylvania

Court of Common Pleas Civil Cover Sheet

ALLEGHENY

County



For Prothonotary Use Only:

Docket No:

TIME STAMP

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:

- Complaint
- Writ of Summons
- Petition
- Transfer from Another Jurisdiction
- Declaration of Taking

Lead Plaintiff's Name:
National Builders & Acceptance Corp.

Lead Defendant's Name:
South Side Sin City, Inc.

Are money damages requested? Yes No

Dollar Amount Requested: within arbitration limits
 outside arbitration limits (check one)

Is this a *Class Action Suit*? Yes No

Is this an *MDJ Appeal*? Yes No

Name of Plaintiff/Appellant's Attorney: Marco S. Attisano

Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

- TORT** (do not include Mass Tort)
- Intentional
 - Malicious Prosecution
 - Motor Vehicle
 - Nuisance
 - Premises Liability
 - Product Liability (does not include mass tort)
 - Slander/Libel/ Defamation
 - Other:

- CONTRACT** (do not include Judgments)
- Buyer Plaintiff
 - Debt Collection: Credit Card
 - Debt Collection: Other
 - Employment Dispute: Discrimination
 - Employment Dispute: Other
 - Other:

- CIVIL APPEALS**
- Administrative Agencies
 - Board of Assessment
 - Board of Elections
 - Dept. of Transportation
 - Statutory Appeal: Other
 - Zoning Board
 - Other:

- MASS TORT**
- Asbestos
 - Tobacco
 - Toxic Tort - DES
 - Toxic Tort - Implant
 - Toxic Waste
 - Other:

- REAL PROPERTY**
- Ejectment
 - Eminent Domain/Condemnation
 - Ground Rent
 - Landlord/Tenant Dispute
 - Mortgage Foreclosure: Residential
 - Mortgage Foreclosure: Commercial
 - Partition
 - Quiet Title
 - Other:

- MISCELLANEOUS**
- Common Law/Statutory Arbitration
 - Declaratory Judgment
 - Mandamus
 - Non-Domestic Relations Restraining Order
 - Quo Warranto
 - Replevin
 - Other:

- PROFESSIONAL LIABILITY**
- Dental
 - Legal
 - Medical
 - Other Professional:

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.