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ARBITRATION MATTER

Attorneys for Plaintiff

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

DATALINK ASSOCIATES
754 Roble Road, Suite 140
Allentown, PA 18109

Plaintiff

v.

No.

SILICON EAST CONSULTING, LLC
501 Office Center Drive, Suite 18
Fort Washington, PA 19034
and

LANDAU FINANCIAL
414 Commerce Drive, Suite 200
Fort Washington, PA 19034

Defendants



2001-25028-0000
Complaint Civil Action
Montgomery County Prothonotary
William E Donnelly
Friday, December 14, 2001 09:50:00 AM

MS

COMPLAINT

1. Plaintiff, Datalink Associates ("Datalink") is a business entity organized under the laws of the Commonwealth of Pennsylvania with offices at the above captioned address.
2. Defendant, Silicon East Consulting, LLC ("Silicon") is a business entity organized under the laws of the Commonwealth of Pennsylvania, with offices at the above captioned address.

3. Defendant, Landau Financial ("Landau") is a business entity organized under the laws of the Commonwealth of Pennsylvania, with offices at the above captioned address.

COUNT I
DATALINK v. SILICON EAST
BREACH OF CONTRACT

4. Datalink incorporates the allegations contained in paragraphs 1 through 3 as if fully set forth at length herein.

5. On or about June 21, 2001, Datalink and Silicon East entered into an oral contract for the sale and installation of a telephone system at Landau's offices, then located at 501 Office Center Drive, Fort Washington, Upper Dublin Township, Montgomery County, Pennsylvania, for the sum of \$13,345.00.

6. To date, Datalink has received only a partial payment of \$2,000.00 for its work on the project.

7. Despite demand, Silicon East has failed and refused to pay Datalink the remaining balance owed, totaling \$11,345.00.

8. Silicon East's failure and refusal to pay Datalink the balance owed constitutes a material breach of contract.

9. As a direct and proximate result of the breach of contract, Datalink has suffered damages in the principal amount of \$11,345.00.

WHEREFORE, Plaintiff Datalink Associates demands judgment in its favor and against Defendant Silicon East Consulting, LLC in the amount of \$11,345.00 plus costs, interest and attorneys' fees as provided by law, and such other relief as the Court deems just and proper.

COUNT II
DATALINK v. SILICON EAST
CONVERSION

10. Datalink incorporates the allegations contained in paragraphs 1 through 9 above as if fully set forth at length herein.

11. Silicon East has wrongfully withheld payment to Datalink for the telephone system installation

12. Silicon East knew that payment is due and owing for installation of the telephone system and is rightfully the property of Datalink, but has converted these funds to its own use and has refused to tender payment to Datalink.

13. As a result of Silicon East's failure to tender payment to Datalink, despite demand, Datalink has been deprived of the possession, control and enjoyment of its property, totaling \$11,345.00.

WHEREFORE, Plaintiff Datalink Associates demands judgment in its favor and against Defendant Silicon East Consulting, LLC in the amount of \$11,345.00 plus costs, interest and attorneys' fees as provided by law, and such other relief as the Court deems just and proper.

COUNT III
DATALINK v. LANDAU
UNJUST ENRICHMENT

14. Datalink incorporates the allegations contained in paragraphs 1 through 13 above as if fully set forth at length herein.

15. Datalink conferred a benefit upon Landau in the amount of \$13,345.00, representing the value of the telephone equipment and installation performed by Datalink and authorized by Silicon East as the contractor for Landau.

16. Datalink has not been paid the balance of \$11,345.00 for the telephone equipment or installation.

17. Landau at all times material was aware of and appreciated the benefit bestowed upon it as the result of the provision and installation of the telephone equipment by Datalink.

18. As a result of Landau's receipt and acceptance of the benefit of the provision and installation of the telephone equipment by Datalink, Landau is liable to Datalink for \$11,345.00 and has been unjustly enriched at Datalink's expense.

WHEREFORE, Plaintiff Datalink Associates demands judgment in its favor and against Defendant Landau Financial in the amount of \$11,345.00 plus costs, interest and attorneys' fees as provided by law, and such other relief as the Court deems just and proper.

COUNT IV
DATALINK ASSOCIATES v. SILICON EAST AND LANDAU
VIOLATION OF CONTRACTOR AND SUBCONTRACTOR
PAYMENT ACT, 73 Pa.C.S.A. § 501 et seq.

19. Datalink incorporates the allegations contained in paragraphs 1 through 18 above as if fully set forth at length herein.

20. Datalink's agreement to provide and install the telephone system in Landau's office at 501 Office Center Drive constitutes a construction contract to perform work to improve real property within the Commonwealth of Pennsylvania, thus bringing this action under the purview of the Contractor and Subcontractor Payment Act, 73 P.S. § 501 et seq ("the Act").

21. Pursuant to the Act, Datalink is entitled to payment of the monies due for the value of the work it performed, which was authorized by Silicon East for the benefit of Landau.

22. Pursuant to §§ 505(d) and 507(d) of the Act, Datalink is entitled to payment of

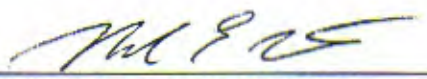
interest of 1% per month by Silicon East and/or Landau on the amount due and owing to Datalink.

23. Pursuant to § 512 of the Act, Datalink is entitled to a penalty of 1% per month of the amount wrongfully withheld by Silicon East and/or Landau as well as costs and attorneys' fees.

WHEREFORE, Plaintiff Datalink Associates demands judgment in its favor and against Defendants Silicon East Consulting, LLC and Landau Financial in the amount of \$11,345.00 plus costs, interest, penalty and attorneys' fees as provided by law, along with such other relief as the Court deems just and proper.

DAVIS & BUCCO, P.C.

By: _____


DAVID I. DAVIS, ESQUIRE
MARK E. SCOTT, ESQUIRE
Attorneys for Plaintiff,
Datalink Associates.

VERIFICATION

I, John Lynch, hereby verify that I am the authorized representative of Datalink Associates, and that the facts set forth in the foregoing document(s) are true and correct to the best of my knowledge, information and belief. It is understood that false statements herein are subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Date: 12/6/01

John E Lynch
John Lynch