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ATTORNEY FOR DEFENDANTS

MICHAEL McDANIEL and
ANTHONY HEMINGWAY

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

VS.

SERVICE PLUS DELIVERY
SYSTEMS, INC., SERVICE PLUS
PARATRANSIT (FGA), STEVEN
CONTORNO, DAVID L. ELLIS,
HARRY C. GALLAGHER, MICHAEL
F. GALLAGHER, MARY ROCHESTER,
BRIAN SOMMERMAN, JOHN DOE
NO. 1, JOHN DOE NO. 2 AND JOHN
DOE NO. 3

OCTOBER TERM, 2007

NO. 4503

DEFENDANTS' ANSWER TO PLAINTIFFS' COMPLAINT

AND NOW, comes Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Michael F. Gallagher, Mary Rochester, Brian Sommerman (hereinafter "Answering Defendants"), by and through the undersigned counsel, and answers the Complaint of Plaintiffs, Michael McDaniel and Anthony Hemingway (hereinafter "Plaintiffs"), as follows:

1. Admitted in part; Denied in Part. It is hereby admitted that Michael McDaniels and Anthony Hemingway are the Plaintiffs in the above-captioned matter. By way of further response, Answering Defendants are advised by counsel and therefore aver that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint is automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

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2. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint is automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

3. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint is automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

4. Admitted in part; Denied in Part. It is hereby admitted that Michael McDaniels is the Plaintiff in the above-captioned matter. However, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 4 and demands strict proof thereof at the time of trial.

5. Admitted in part; Denied in Part. It is hereby admitted that Anthony Hemingway is the Plaintiff in the above-captioned matter. However, after reasonable investigation, Answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 5 and demands strict proof thereof at the time of trial.

6. Admitted.

7. Admitted.

8. Admitted.

9. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are

automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

10. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Steven Cotorno was officer or Agent of Corporate Defendant.

11. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Steven Cotorno was officer or Agent of Corporate Defendant.

12. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Steven Cotorno was officer or Agent of Corporate Defendant.

13. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Steven Cotorno was officer or Agent of Corporate Defendant.

14. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Steven Cotorno was officer or Agent of Corporate Defendant.

15. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that David L. Ellis was officer or Agent of Corporate Defendant.

16. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that David L. Ellis was officer or Agent of Corporate Defendant.

17. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that David L. Ellis was officer or Agent of Corporate Defendant.

18. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required.

Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that David L. Ellis was officer or Agent of Corporate Defendant.

19. Denied. It is denied that Defendant Harry C. Gallagher was an owner, principal and/or agent of Corporate Defendant at the business address as indicated in the corresponding Complaint.

20. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Harry C. Gallagher was officer or Agent of Corporate Defendant.

21. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Harry C. Gallagher was officer or Agent of Corporate Defendant.

22. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Harry C. Gallagher was officer or Agent of Corporate Defendant.

23. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required.

Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Harry C. Gallagher was officer or Agent of Corporate Defendant.

24. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Harry C. Gallagher was officer or Agent of Corporate Defendant.

25. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Harry C. Gallagher was officer or Agent of Corporate Defendant.

26. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Harry C. Gallagher was officer or Agent of Corporate Defendant.

27. Denied. It is denied that Defendant Mary Rochester was an owner, principal and/or agent of Corporate Defendant at the business address as indicated in the corresponding Complaint.

28. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required.

Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Mary Rochester was officer or Agent of Corporate Defendant.

29. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Mary Rochester was officer or Agent of Corporate Defendant.

30. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Mary Rochester was officer or Agent of Corporate Defendant.

31. Denied. It is denied that Defendant Brian Sommerman was an owner, principal and/or agent of Corporate Defendant at the business address as indicated in the corresponding Complaint.

32. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Brian Sommerman was officer or Agent of Corporate Defendant.

33. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required.

Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Brian Sommerman was officer or Agent of Corporate Defendant.

34. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, it is specifically denied that Brian Sommerman was officer or Agent of Corporate Defendant.

35. Pursuant to Pennsylvania's factual based pleading requirement and the Pennsylvania Rules of Civil Procedure, the corresponding averment of Plaintiff's Complaint seeks to allege that certain "John Doe's" were officers and/or agents of Answering Defendants which is impermissible according to the Rules and it is therefore denied.

36. Pursuant to Pennsylvania's factual based pleading requirement and the Pennsylvania Rules of Civil Procedure, the corresponding averment of Plaintiff's Complaint seeks to allege that certain "John Doe's" were officers and/or agents of Answering Defendants which is impermissible according to the Rules and it is therefore denied.

37. Pursuant to Pennsylvania's factual based pleading requirement and the Pennsylvania Rules of Civil Procedure, the corresponding averment of Plaintiff's Complaint seeks to allege that certain "John Doe's" were officers and/or agents of Answering Defendants which is impermissible according to the Rules and it is therefore denied.

38. Pursuant to Pennsylvania's factual based pleading requirement and the Pennsylvania Rules of Civil Procedure, the corresponding averment of Plaintiff's Complaint seeks to allege that certain "John Doe's" were officers and/or agents of Answering Defendants which is impermissible according to the Rules and it is therefore denied.

39. It is only admitted that Plaintiffs, in this action, are identified as Michael McDaniels and Anthony Hemingway, with respect to the remaining allegations in the corresponding averment that they are denied as conclusions of law to which no responsive pleading is required.

40. Answering Defendant, hereby incorporates Paragraphs 1 through 40 of its Answer to Plaintiff's Complaint as though same were set forth in full herein.

41. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

42. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

43. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiff McDaniels was compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

44. Answering Defendant, hereby incorporates Paragraphs 1 through 43 of its Answer to Plaintiff's Complaint as though same were set forth in full herein.

45. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the

corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

46. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

47. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

48. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiff Hemingway was compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

49. Answering Defendant, hereby incorporates Paragraphs 1 through 48 of its Answer to Plaintiff's Complaint as though same were set forth in full herein.

50. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

51. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the

corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

52. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiffs, Hemingway and McDaniels, were compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

53. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material.

54. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiffs, Hemingway and McDaniels, were compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

55. Answering Defendant, hereby incorporates Paragraphs 1 through 54 of its Answer to Plaintiff's Complaint as though same were set forth in full herein.

56. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are

automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

57. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material.

58. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

59. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

60. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable

investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material.

WHEREFORE, Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Michael F. Gallagher, Mary Rochester, Brian Sommerman, respectfully requests this Honorable Court to dismiss the Complaint of Plaintiffs and enter judgment in their favor and against Plaintiffs, together with an award of cost, attorney's fees, interest and such other and further relief that this Honorable Court deems just and proper.

61. Answering Defendant, hereby incorporates Paragraphs 1 through 60 of its Answer to Plaintiff's Complaint as though same were set forth in full herein.

62. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material.

63. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

64. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

65. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiff Hemingway was compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

66. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiff Hemingway was compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

67. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is

required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiff Hemingway was compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

68. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiff Hemingway was compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

WHEREFORE, Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester, Brian Sommerman, respectfully requests this Honorable Court to dismiss the Complaint of Plaintiffs and enter judgment in their favor and against Plaintiffs, together with an award of cost, attorney's fees, interest and such other and further relief that this Honorable Court deems just and proper.

69. Answering Defendant, hereby incorporates Paragraphs 1 through 68 of its Answer to Plaintiff's Complaint as though same were set forth in full herein.

70. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

71. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

72. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material.

73. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable

investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiffs, Hemingway and McDaniels, were compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

74. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiffs, Hemingway and McDaniels, were compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement.

75. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraph of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material. To the extent, however, that a responsive pleading is required, Answering Defendant, after reasonable investigation, presently lacks sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraphs of the Plaintiff's Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response,

Plaintiffs, Hemingway and McDaniels, were compensated at the agreed upon contractual rate pursuant to the terms of the collective bargaining agreement. Further yet, Plaintiffs are not entitled to attorney's fees.

WHEREFORE, Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Michael F. Gallagher, Mary Rochester, Brian Sommerman, respectfully requests this Honorable Court to dismiss the Complaint of Plaintiffs and enter judgment in their favor and against Plaintiffs, together with an award of cost, attorney's fees, interest and such other and further relief that this Honorable Court deems just and proper.

76. Answering Defendant, hereby incorporates Paragraphs 1 through 75 of its Answer to Plaintiff's Complaint as though same were set forth in full herein.

77. Denied. Answering Defendants are advised by counsel and therefore avers that the allegations contained in the corresponding paragraphs of Plaintiffs' Complaint are automatically deemed denied as conclusions of law to which no responsive pleading is required. Strict proof thereof is demanded at the time of trial, if material.

78. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiffs are required pursuant to the Pennsylvania Rules of Civil Procedure to attach a copy of the contract and/or writing in which they predicate their claim on, but have failed to do so in violation of the rules.

79. Denied. Answering Defendants, after reasonable investigation, presently lack sufficient knowledge and/or information to admit or deny the allegations contained in the

corresponding paragraph of Plaintiffs' Complaint and strict proof thereof is demanded at the time of trial, if material. By way of further response, Plaintiffs are required pursuant to the Pennsylvania Rules of Civil Procedure to attach a copy of the contract and/or writing in which they predicate their claim on, but have failed to do so in violation of the rules.

WHEREFORE, Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester, Brian Sommerman, respectfully requests this Honorable Court to dismiss the Complaint of Plaintiffs and enter judgment in their favor and against Plaintiffs, together with an award of cost, attorney's fees, interest and such other and further relief that this Honorable Court deems just and proper.

NEW MATTER

80. If Plaintiffs suffered any damages or loss, such damages or loss were caused in whole or in part by their own acts, omissions and/or conduct of parties other than Defendants, for which Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester, Brian Sommerman, are not legally responsible.

81. If Plaintiffs, suffered any damages or loss, such damages or loss were not caused by any wrongful or intentional conduct of Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester, Brian Sommerman.

82. Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester,

Brian Sommerman, deny all averments in Plaintiff's Complaint not previously admitted or denied herein.

83. Defendants did not fail to timely pay full wages due to Plaintiffs.

84. Defendants did not fail to pay Plaintiffs all amounts of wages earned, including overtime, within the time limits set forth in Pennsylvania Wage Payment and Collection Law.

85. Defendants did not fail to pay both overtime compensation and other types of wages.

86. Plaintiffs were compensated pursuant to the terms of the contract in which they were a party.

87. Plaintiffs are not entitled the relief sought.

WHEREFORE, Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester, Brian Sommerman, respectfully requests this Honorable Court to dismiss the Complaint of Plaintiffs and enter judgment in their favor and against Plaintiffs, together with an award of cost, attorney's fees, interest and such other and further relief that this Honorable Court deems just and proper.

Respectfully submitted,

WOLOSHIN & KILLINO, P.C.

BY: 

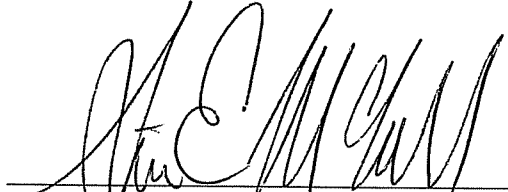
STEVEN E. McCONNELL, ESQUIRE

CERTIFICATE OF SERVICE

I, **STEVEN E. McCONNELL, ESQUIRE**, counsel for Defendants, Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester, Brian Sommerman, hereby certify that the within Defendants', Service Plus Delivery Systems, Inc., Service Plus Paratransit (FGA), Steven Contorno, David L. Ellis, Harry C. Gallagher, Micharl F. Gallagher, Mary Rochester, Brian Sommerman, Answer to Plaintiff's Complaint with New Matter, was served upon the following by first class mail on April 2, 2008.

**Joshua P. Rubinsky, Esquire
Laura J. Lifsey, Esquire
Brodie & Rubinsky, P.C.
121 Broad Street, Suite 800
Philadelphia, PA 19107**

**James D. Rosen, Esquire
Rosen, Schafer & DiMeo
121 South Broad Street, Suite 800
Philadelphia, PA 19107**



STEVEN E. McCONNELL, ESQUIRE