

00-94-CD  
MIKE DIXON -vs- HILL AUTO SERVICE

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46th

## NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-94-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 mentioned below.

NAME OF APPELLANT	Hill Auto Service <del>Clearfield</del>			MAG. DIST. NO. OR NAME OF D.J.	46-3-03
ADDRESS OF APPELLANT	202 Box 208 Clearfield Pa			CITY	STATE
ZIP CODE				16830	
DATE OF JUDGMENT	12/30/99	IN THE CASE OF (Plaintiff)	Mike Dixon	(Defendant)	vs.
CLAIM NO.	TA 19 LT 19			SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
			X <i>George Hill</i>		
TA 19 LT 19			If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.		
Signature of Prothonotary or Deputy					

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. 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.

*Signature of Prothonotary or Deputy*

## 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.J.P. 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 Mike Dixon, appellee(s), to file a complaint in this appeal

(Name of appellee(s))

(Common Pleas No. 00-94-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Mike Dixon, appellee(s)

(Name of appellee(s))

*X George Hill*  
GEORGE HILL  
765-7342  
Signature of appellant or his attorney or agent

(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 WILL BE ENTERED AGAINST YOU.

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

Date: JAN. 26, 2000

*WILLIAM A. SHAW*  
Signature of Prothonotary or Deputy

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

FILED

JAN 26 2000

O/2:20/00

William A. Shaw

Prothonotary

10

80.00

BY DEFT.

---

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

*(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)*

COMMONWEALTH OF PENNSYLVANIA

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

**AFFIDAVIT:** I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on (date of service) \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on \_\_\_\_\_, 19\_\_\_\_\_,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_\_. *Signature of affiant*

*Signature of official before whom affidavit was made*

*Title of official*

My commission expires on \_\_\_\_\_, 19\_\_\_\_\_.  
  
**WAHS A MAILIN**  
Postage Paid  
PA Commission on Ethics  
100 North 3rd Street, Suite 1000  
Harrisburg, PA 17101-3000  
717-783-1000

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

**46-3-03**

DJ Name: Hon.

**MICHAEL A. RUDELLA**  
Address: **MOUNTAIN VIEW PLAZA**  
**P.O. BOX 210**  
**KYLERTOWN, PA**

Telephone: **(814) 345-6789**

**16847-0000**

**HILL AUTO SERVICE**  
**R.D.2 BOX 20B**  
**MOUNT JOY RD.**  
**CLEARFIELD, PA 16830**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF:

**DIXON, MIKE**

NAME and ADDRESS

**P.O. BOX 44**  
**WOODLAND, PA 16881**

DEFENDANT:

**HILL AUTO SERVICE**  
**R.D.2 BOX 20B**  
**MOUNT JOY RD.**  
**CLEARFIELD, PA 16830**

NAME and ADDRESS

VS.

Docket No.: **CV-0000266-99**  
Date Filed: **11/16/99**



**THIS IS TO NOTIFY YOU THAT:**

Judgment:

**DEFAULT JUDGMENT PLTF**

Judgment was entered for: (Name) **DIXON, MIKE**

Judgment was entered against: (Name) **HILL AUTO SERVICE**

in the amount of \$ **1,362.16** on: (Date of Judgment) **12/30/99**

Defendants are jointly and severally liable. (Date & Time) \_\_\_\_\_

Damages will be assessed on:

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ \_\_\_\_\_

Levy is stayed for \_\_\_\_\_ days or  generally stayed.

Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <b>1,310.16</b>
Judgment Costs	\$ <b>52.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>1,362.16</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

Date:	Place:
Time:	

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.

16/30/99 Date M. R. RudeLLA, District Justice

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

Date \_\_\_\_\_, District Justice

Z 303 209 670

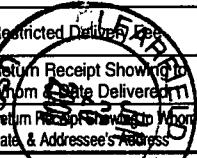
US Postal Service  
**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <b>MIKE DIXON</b>	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Shown to Whom & Date Delivered	
Return Receipt Shown to Whom, Date & Addressee's Address	
TOTAL Postage & Fees 0.80	\$
Postmark or Date	

PS Form 3800, April 1995



**Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).**

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (*no extra charge*).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

Z 303 209 168

US Postal Service  
**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to <u>MICHAEL RUDELLA</u>	
Street & Number	
Post Office, State, & ZIP Code	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date 	

PS Form 3800, April 1995

**Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).**

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (*no extra charge*).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified-mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-98-M-0079

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

4/4/11

## NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 00-94-CO

FILED

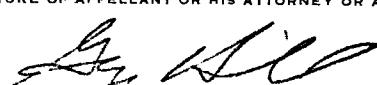
JAN 28 2000

01/21/2000

William A. Shaw  
by the District Justice  
Prothonotary

## NOTICE OF APPEAL

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

NAME OF APPELLANT	Hill Auto Service <del>claimant</del>			MAG. DIST. NO. OR NAME OF D.J.	46-3-03
ADDRESS OF APPELLANT	202 Box 208	CITY	Clearchfield	STATE	Pa
DATE OF JUDGMENT	12/30/99	IN THE CASE OF (Plaintiff)	Mike Dixon	(Defendant)	16830
CLAIM NO.	TA 19	vs.			SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT
	LT 19	< 			

This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. 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.

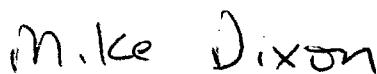
Signature of Prothonotary or Deputy

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

## 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.J.P. 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 Mike Dixon, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. 00-94-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.Signature of appellant or his attorney or agentRULE: To Mike Dixon, 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 WILL BE ENTERED AGAINST YOU.

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

Date: JAN. 26, 2000Signature of Prothonotary or Deputy

I hereby certify this is an true  
and attested copy of the original  
statement I am in.

JAN 26 2000

Attest:

  
William A. Shaw  
Prothonotary

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

(This proof of service MUST BE FILED WITHIN FIVE (5) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

**AFFIDAVIT:** I hereby swear or affirm that I served

✓ a copy of the Notice of Appeal, Common Pleas No CD 94-50 on the District Justice designated therein on  
(date of service) Jan 28, 2000  by personal service  by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Bruce D. Lyon  
Jan 26, 2000  by personal service  by (certified) (registered) mail, sender's receipt attached hereto

✓ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on Jan 26, 2000  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS 28th DAY OF January, 2000

Signature of affiant

Lisa L. Robbins  
Signature of official before whom affidavit was made

Notary  
Title of official

My commission expires on NOTARIAL SEAL, 19

LISA L. ROBBINS, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Feb. 1, 2001

00-94-CD

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MICHAEL RUDELLA  
MT. VINEYARD PLAZA  
Box 210  
KYLERTAWN, PA  
16847

2. Article Number (Copy from service label)

Z 303 209 668

PS Form 3811, July 1999

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery  
1-27-00

C. Signature

X

Agent

Addressee

Yes

No

D. Is delivery address different from item 1?

If YES, enter delivery address below:

FILED

JAN 31 2000

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

102595-99-M-1789

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MIKE DIXON  
P.O. Box 44  
WOODLAND, PA  
16881

2. Article Number (Copy from service label)

Z 303 209 670

PS Form 3811, July 1999

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery  
X 2000

C. Signature

X

Agent

Addressee

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

FILED

JAN 31 2000

3. Service Type

Certified Mail  Express Mail

Registered  Return Receipt for Merchandise

Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

102595-99-M-1789

FILED

JAN 31 2000

o/21551w  
William A. Shaw

Prothonotary

NO 1/C EK28

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.  
CIVIL ACTION - LAW

MIKE DIXON AND LORETTA DIXON,  
HIS WIFE,

\*  
\*  
\* No. 00-94-CD  
\*  
\*

Plaintiffs

\*  
\*  
\* Type of Case:  
\* Civil Action - Law  
\*  
\*  
\* Type of Pleading:  
\* Complaint  
\*  
\*

"HILL" AUTO SERVICE,

Defendant

\*  
\* FILED ON BEHALF OF:  
\* Plaintiffs  
\*  
\* COUNSEL OF RECORD FOR  
\* THIS PARTY:  
\* David R. Thompson, Esquire  
\* Attorney at Law  
\* Supreme Court I.D. 73053  
\* 308 Walton Street, Suite 4  
\* P.O. Box 587  
\* Philipsburg PA 16866  
\* (814) 342-4100  
\*

FILED

FEB 15 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA

CIVIL DIVISION - LAW

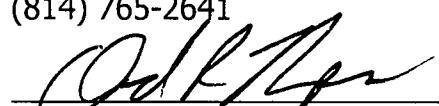
MIKE DIXON AND LORETTA DIXON, HIS WIFE,	*
	*
	*
	No. 00-94-CD
Plaintiff	*
	*
	*
vs.	*
	*
	*
	*
	*
Defendant	*

**NOTICE**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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.

Court Administrator  
Clearfield County Courthouse  
Clearfield PA 16830  
(814) 765-2641

  
\_\_\_\_\_  
David R. Thompson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

MIKE DIXON AND LORETTA DIXON, his wife,	*
	*
Plaintiff	No. 00-94-CD
	*
	*
vs.	*
	*
	*
"HILL" AUTO SERVICE	*
	*
Defendants	*
	*

**COMPLAINT**

AND NOW, comes the Plaintiffs by and through their attorney, **DAVID R. THOMPSON**, Esquire, and files the following Complaint against the Defendant, and in support thereof avers as follows:

1. The Plaintiffs are **MIKE DIXON AND LORETTA DIXON**, his wife, who have a residential address of P.O. Box 44, Woodland, Clearfield County, Pennsylvania, 16881.
2. Defendant, "**HILL" AUTO SERVICE**", is an unincorporated business association, with a business address of RD 2 Box 20B, Mount Joy Road, Clearfield, Pennsylvania, 16830.
3. On or about May 18, 1998, Plaintiffs had their car towed to Defendant's garage for examination as to what was needed done in relation to the problems they were having with it.
4. A representative of Defendant indicated to Plaintiffs that either a new or rebuilt transmission was needed to repair the vehicle.

5. Plaintiffs, based upon representations by Defendant, requested that Defendant install a rebuilt transmission and all related parts into their 1989 Plymouth Acclaim.

6. Plaintiffs paid a deposit to Defendant for said repairs in the amount of \$132.50 on or about May 18, 1998.

7. Early in June of 1998, Defendant began work on Plaintiff's vehicle.

8. On or about June 20, 1998, Plaintiff retrieved the car from Defendant and paid the balance due on that date in the amount of \$927.50. (A true and correct copy of the Repair Order is attached hereto and made part hereof as Exhibit "A").

9. In July of 1998, approximately one month after the repairs were allegedly made, the vehicle started to experience transmission problems.

10. At that time, the vehicle would not shift gears and would get stuck in reverse.

11. From July of 1998 through July of 1999 the Plaintiff returned the vehicle to the Defendant's garage for repair of the problems that they were experiencing with the rebuilt transmission.

12. Plaintiff returned the vehicle to Defendant's garage approximately eight (8) times throughout this aforementioned year for this problem, but the repair was never properly made, and the problem with the transmission continued.

13. On or about October 20, 1999, Plaintiffs took the vehicle to Transmission Specialities who repaired the transmission. (A true and correct copy of the invoice from Transmission Specialities is attached hereto and made part hereof as Exhibit "B").

14. Plaintiffs aver that the vehicle has had no problems with the transmission since October 20, 1999.

***COUNT I***  
***BREACH OF CONTRACT***

Paragraphs 1 through 14 are incorporated by reference as though the same were set forth at length herein.

15. Plaintiffs and Defendant entered into an oral contract on or about June 19, 1998, in which the Defendant agreed to repair the transmission in Plaintiff's car correcting the diagnosed problems.

16. The oral contract was partially memorialized by the repair order (Exhibit "A") signed by Defendant.

17. Pursuant to the contract, Plaintiffs paid the sum of \$1,060.00 on or about June 19, 1998, in good faith that the rebuilt transmission was installed properly and that the problems with the vehicle were corrected.

18. From July 1998 through July 1999, the Plaintiffs have given the Defendant the opportunity to repair the transmission on their vehicle.

19. Defendant failed to repair said transmission in breach of the oral contract.

20. Plaintiffs have done nothing on their part to cause the damages and problems experienced with the Plymouth Acclaim and in fact have fulfilled all of their obligations under the contract in paying the sum requested as well as affording the Defendant the opportunity to repair the transmission.

21. Plaintiffs have had to expend the sum of \$925.16 in having the vehicle repaired.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant in the amount of \$925.16, plus costs of suit and interest.

***COUNT II***  
***BREACH OF CONTRACT***

Paragraph 1 through 21 are incorporated by reference as though the same were set forth at length herein.

22. In the alternative, Plaintiffs demand rescission of the contract and the return of the sum of \$1,060.00 paid to Defendant.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment in their favor and against Defendant and award damages in the amount of \$1,060.00, plus costs of suit and interest.

***COUNT III***  
***BREACH OF IMPLIED WARRANTY***

Paragraphs 1 through 22 are incorporated by reference as though the same were set forth at length herein.

23. Defendant implicitly warranted that the rebuilt transmission would work in the manner it was designed to work.

24. Defendant violated the implied warranty of merchantability and implied warranty of fitness for a particular purpose in failing to correct the problems experienced with the installation of the rebuilt transmission in Plaintiffs' car.

25. Plaintiffs have performed all of their obligations with regard to this transaction in paying the sum requested by Defendant.

WHEREFORE, Plaintiff respectfully request this Honorable Court to enter judgment in their favor and against Defendant and award damages in an amount of \$925.16, plus costs of suit and interest.

***COUNT III***  
***UTPCPL***

Paragraphs 1 through 25 are incorporated by reference as though the same were set forth at length herein.

26. Defendant advertised its services to the Plaintiffs with the intent not to sell them as advertised by leading the Plaintiffs to believe that Defendant would correct the transmission problems and would see to it that the rebuilt transmission worked properly.

27. Although Defendant represented its services to Plaintiffs in the manner stated in Paragraph 26, Defendant has refused to live up to its representation in repairing Plaintiffs' transmission problem caused by Defendant's own installation.

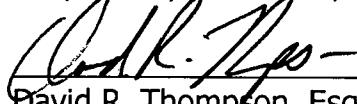
28. Defendant's action constitutes an Unfair Tract Practice in violation of Title 73 P.S. § 201-2 (ix).

29. The Plaintiffs purchased Defendants services for personal family and/or household purposes and pursuant to UTPCPL, the Court may, in its discretion, award up to three times the actual damages sustained by the Plaintiff, as well as other relief as it deems necessary and proper.

30. The Plaintiffs have had to hire legal counsel to assist them in the prosecution of this action, and is paying said counsel at the rate of \$75.00 per hour. Plaintiff prays for an award of counsel fees in this Court's discretion, as shall be determined by a hearing.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter Judgment in their favor and against the Defendant and award triple damages in the amount of \$2,775.48, which represents three times the amount owed by Defendant, plus attorney's fees as shall be determined by the Court, plus costs of this suit and interest.

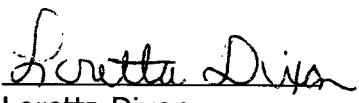
Respectfully submitted,



\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Plaintiff

VERIFICATION

Plaintiff verifies that the statements made in this Complaint are true and correct to the best of her knowledge, information and belief. Plaintiff understands that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

  
Loretta Dixon

DATED: 2-15-08



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

MIKE DIXON AND LORETTA DIXON, his wife, \*  
\* No. 00-94-CD  
Plaintiffs \*  
\*  
vs. \* TYPE OF CASE:  
\* Civil Division - law  
\*  
\*  
\* Defendants \*  
\* TYPE OF PLEADING:  
\* Affidavit of Service  
\*  
\*  
\*  
\*  
\* FILED ON BEHALF OF:  
\* Plaintiffs  
\*  
\*  
\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\*  
\* David R. Thompson, Esquire  
\* P.O. Box 587  
\* Philipsburg, PA 16866  
\* (814) 342-4100  
\* I.D. No. 73053

1  
FILED

FEB 23 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

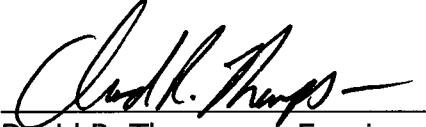
MIKE DIXON AND LORETTA DIXON, his wife, \*  
\* No. 00-94-CD  
Plaintiffs \*  
\*  
\*  
vs. \*  
\*  
\*  
\*  
"HILL" AUTO SERVICE \*  
\*  
\*  
\*  
Defendants \*

AFFIDAVIT OF SERVICE

I, DAVID R. THOMPSON, Esquire, hereby certify that I have caused to be served upon the Plaintiff. A certified copy of the **COMPLAINT**, in the above captioned matter. I served the same by depositing in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

HILL AUTO SERVICE  
RD 2 BOX 20B  
MOUNT JOY ROAD  
CLEARFIELD PA 16830

DATED: February 17, 2000

  
\_\_\_\_\_  
David R. Thompson, Esquire  
Attorney for Plaintiffs

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> <ul style="list-style-type: none"><li>■ Complete items 1 and/or 2 for additional services.</li><li>■ Complete items 3, 4a, and 4b.</li><li>■ Print your name and address on the reverse of this form so that we can return this card to you.</li><li>■ Attach this form to the front of the mailpiece, or on the back if space does not permit.</li><li>■ Write "Return Receipt Requested" on the mailpiece below the article number.</li><li>■ The Return Receipt will show to whom the article was delivered and the date delivered.</li></ul>		<p>I also wish to receive the following services (for an extra fee):</p> <p>1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.</p>
3. Article Addressed to:  <i>Hill Auto Service RD 2 Box 20 B Mount Joy Road Clearfield, PA 16830</i>	4a. Article Number  <i>Z 365 029 039</i>	
5. Received By: (Print Name)	4b. Service Type  <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
6. Signature: (Addressee or Agent)  <i>X [Signature]</i>	7. Date of Delivery  <i>2-16-99</i>	
8. Addressee's Address (Only if requested and fee is paid)		

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

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

FILED

MAR 06 2000

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

MIKE DIXON AND LORETTA DIXON, :  
HIS WIFE :  
Plaintiffs :  
v. : No. 00-94-CD  
: :  
HILL AUTO SERVICE :  
Defendant :  
:

ANSWER

NOW, comes the Defendant, Hill Auto Service, by and through their attorney, William A. Shaw, Jr., Esquire, and in response to Plaintiffs' Complaint, avers as follows:

1. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.
2. Admitted.
3. Denied. To the contrary, on or about May 16, 1998, Plaintiffs drove their car to Defendant's shop and complained of a faulty transmission.
4. Denied. To the contrary, after examining Plaintiffs' auto, Plaintiffs' were informed on or about May 18, 1998, that transmission repairs were required.
5. Denied. To the contrary, on or about June 19, 1998, Plaintiffs requested Defendant to repair Plaintiffs' faulty transmission.

6. Denied. To the contrary, Plaintiffs paid Defendant \$132.50 as the amount owed for Defendant's diagnosis of Plaintiffs' transmission.

7. Denied. To the contrary, on or about June 13, 1998, Defendant began the necessary repairs to Plaintiff's transmission.

8. Denied. To the contrary, Plaintiffs retrieved their auto from Defendant on or about June 19, 1998, and paid \$927.50 as the balance due for the transmission repairs.

9. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

10. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

11. Denied.

12. Denied. To the contrary, from October/November 1998 through November 1999, Plaintiffs never appeared at Defendant's shop or otherwise communicated with Defendant.

13. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

14. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

### **I. BREACH OF CONTRACT**

15. Denied. To the contrary, on or about June 19, 1998, Defendant agreed to rebuild Plaintiffs' transmission.

16. Denied.
17. Denied. To the contrary, on or about June 19, 1998, Plaintiffs paid \$927.50 for Defendant's to rebuild and install Plaintiffs' transmission.
18. Denied.
19. Denied.
20. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.
21. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

## **II. BREACH OF CONTRACT**

22. Denied.

## **III. BREACH OF BREACH OF IMPLIED WARRANTY**

23. Denied. To the contrary, Defendant gave Plaintiffs a six month Express Warranty on the rebuilt transmission.
24. Denied.
25. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

#### **IV. UTPCL**

26. Denied.

27. Denied.

28. Denied.

29. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

30. Denied. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averment.

#### **NEW MATTER**

31. Paragraphs 1 - 31 are incorporated herein by reference.

32. On or about May 16, 1998, Plaintiffs appeared at Defendant's shop complaining of a faulty transmission and requesting Defendant's services.

33. At Plaintiffs' request, Defendant removed Plaintiffs' transmission, examined the transmission and found the transmission to be in need of repair.

34. On or about May 16, 1998, Defendant informed Plaintiffs' that the cost of repair would be approximately \$1,060.00.

35. On or about May 18, 1998, Plaintiffs elected to forgo repair of their transmission and had their car towed from Defendant's shop.

36. On or about May 18, 1998, Plaintiffs paid Defendant approximately \$132.50 for Defendant's service in removing and inspecting Plaintiffs' transmission.

37. On or about June 19, 1998, Plaintiffs appeared at Defendant's shop requesting Defendant to repair Plaintiffs' transmission.

38. On or about June 19, 1998, Defendant proceeded to rebuild Plaintiffs' transmission using industry standard procedures.

39. On or about June 19, 1998, Plaintiffs were billed \$927.50 as the cost for Defendant to repair Plaintiffs' transmission.

40. On or about June 19, 1998, Plaintiffs drove their auto from Defendant's shop without complaint.

41. On or about June 26, 1998, Plaintiffs appeared at Defendant's shop complaining of trouble with their transmission.

42. On or about June 26, 1998, Defendant examined Plaintiffs auto and discovered that a new battery had been installed.

43. When the electric source is removed from Plaintiffs' auto it causes the transmission controller to be reset.

44. Plaintiffs' installation of a new battery in their auto caused the transmission controller in Plaintiffs' auto to be reset.

45. Plaintiffs' transmission was malfunctioning as a result of the transmission controller.

46. On or about June 26, 1998, Defendant reprogrammed Plaintiffs' transmission controller to the appropriate setting at no charge to Plaintiffs.

47. On or about June 26, 1998, Plaintiffs again drove their auto from Defendant's

shop without complaint.

48. On or about early October 1998, Plaintiffs again appeared at Defendant's shop complaining of transmission trouble.

49. On or about early October 1998, Defendant test drove Plaintiffs' auto and was unable to detect any transmission difficulty.

50. On or about mid October 1998, Plaintiffs again appeared at Defendant's shop complaining of transmission trouble.

51. On or about mid October 1998, Defendant again test drove Plaintiffs' auto.

52. On or about mid October 1998, Defendant was able to detect a malfunctioning valve body in Plaintiffs' auto.

53. The malfunctioning valve body in Plaintiffs' auto is unrelated to the transmission repairs performed by Defendant in June 1998.

54. When the original transmission repair was completed in June 1998, Plaintiffs valve body was in proper working order.

55. On or about mid October 1998, Plaintiffs' requested that Defendant repair the faulty valve body in Plaintiffs' auto.

56. On or about mid October 1998, Defendant repaired Plaintiffs' faulty valve body.

57. On or about mid October 1998, Plaintiffs again drove their auto from Defendant's shop without complaint.

58. Approximately one year later, in late October 1999, Plaintiffs called Defendant's shop reporting transmission trouble.

59. In late October 1999, Plaintiffs reported to Defendant that Plaintiffs received transmission service from Transmission Specialties of Philipsburg.

60. In late October 1999, Plaintiffs reported to Defendant that Plaintiffs received transmission service from Transmission Specialties of Philipsburg on or about October 20, 1999.

62. Plaintiffs have been guilty of laches and unreasonable delay in bringing their complaint to Defendant and in brining their cause of action.

63. Any award that may be due Plaintiffs is set-off by the amount Plaintiffs owe Defendants for inspection and repair of Plaintiffs faulty valve body and inspection and repair of Plaintiffs transmission controller.

64. Defendant gave Plaintiffs a six month Express Warranty for the repairs to Plaintiffs' transmission.

65. Plaintiffs transmission was in perfect working order six months after Defendant repaired Plaintiffs' transmission.

66. Plaintiffs failed to permit Defendant to repair any alleged defects in Plaintiffs' transmission during the six month warranty period.

67. Approximately one year after the six month warranty period had expired, Plaintiffs took their auto to a third party for transmission repairs.

68. Plaintiffs have unclean hands in that Plaintiffs owned an old and dilapidated auto and failed to provided adequate care for that auto.

69. Plaintiffs have caused any alleged damage to their transmission through no fault of Defendants.

70. Plaintiffs have made material and fraudulent misrepresentations during Plaintiffs' dealings with Defendant.

71. Plaintiffs material and fraudulent misrepresentations have caused Defendants to suffer consequential and incidental damages.

72. Plaintiffs have failed to state a claim upon which relief can be granted.

73. Plaintiffs and their attorney have acted dilatory, obdurate and vexatious in filing their claim against Defendant.

74. Defendant has and will incur considerable counsel fees in defending against Plaintiffs' dilatory, obdurate, and vexatious complaint.

75. Defendant should be awarded counsel fees and costs due to Plaintiffs' Plaintiffs' dilatory, obdurate and vexatious conduct pursuant to 42 PA. CONS. STAT. ANN. § 2503 (Supp. 1998)

76. Defendant reserve the right to raise additional affirmative defenses as they may become available through discovery or otherwise.

**WHEREFORE**, Defendant respectfully requests that Plaintiffs' complaint be dismissed and that Defendants be awarded attorney fees and costs.

Respectfully Submitted,



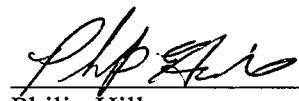
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William A. Shaw, Jr.  
Attorney for Defendant

**VERIFICATION**

I, Philip Hill, verify that the statements made in this  
Answer are true and correct. I understand that false statements herein are made subject to the  
penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date: 3/5/00

  
Philip Hill  
Agent for Defendant

WILLIAM A. SHAW, JR.  
ATTORNEY AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

FILED

MAP 06 2000  
MARCH 14 1990 Atty  
William A. Shaw  
Foothills  
Shaw

WILLIAM A. SHAW, JR.  
ATTORNEY AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

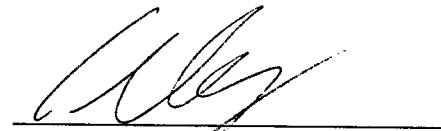
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

MIKE DIXON AND LORETTA DIXON, :  
HIS WIFE :  
Plaintiffs :  
v. : No. 00-94-CD  
HILL AUTO SERVICE :  
Defendant :  
:

**CERTIFICATE OF SERVICE**

It is hereby certified that a true and correct copy of Defendant's Answer in the above-captioned matter was served on March 6, 2000 upon David R. Thompson, Esquire, 308 Walton Street, Suite 4, P.O. Box 587, Philipsburg, PA 16866. Service was made by regular U.S. Mail.

Date: 3/14/00

  
\_\_\_\_\_  
William A. Shaw, Jr., Esquire  
Attorney for Defendant

**FILED**

**MAR 15 2000**

William A. Shaw  
Prothonotary

WILLIAM A. SHAW, JR.  
ATTORNEY AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

WILLIAM A. SHAW, JR.  
ATTORNEY AT LAW  
211 NORTH SECOND STREET  
CLEARFIELD, PA 16830

Q13.1114cc atty  
Shaw  
ccp



OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK  
COURT ADMINISTRATOR

PHONE: (814) 765-2641  
FAX: 1-814-765-7649

MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

**Notice of Proposed Termination of Court Case**

OCTOBER 29, 2004

FILED

OCT 29 2004

William A. Shaw

Prothonotary/Clerk of Courts

RE: 00-94-CD

Mike Dixon et al vs. Hill Auto Service

Dear David Thompson, Esquire:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink that reads "David S. Meholick".

David S. Meholick  
Court Administrator



**OFFICE OF COURT ADMINISTRATOR  
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

CLEARFIELD COUNTY COURTHOUSE  
SUITE 228, 230 EAST MARKET STREET  
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MARCY KELLEY  
DEPUTY COURT ADMINISTRATOR

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OCTOBER 29, 2004

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David S. Meholick  
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Mike Dixon et al

Vs.

00-94-CD

Hill Auto Service

**Termination of Inactive Case**

This case is hereby terminated with prejudice  
this 21st day of January, 2005, as per Rule 230.2



---

William A. Shaw  
Prothonotary

JAN 21 2005

William A. Shaw  
Prothonotary, Clerk of Courts