00-1272-CD
JAMES P. SEGER etal -vs- NORMAN LAVIGNE

Date: 10/30/2000
Time: 11:23 AM

Clearfield County Court of Common Pleas
Receipt

NO. 0050150

Received of: Seger, James P. (plaintiff) $ 0.00

Zero and 00/100 Dollars

Case: 2000-01272-CD	Plaintiff: Seger, James P.	Amount
Writ of Summons		0.00
Paid Prior to FullCourt		
Total:		**0.00**

Payment Method: Cash

Clerk: OLDCASE

William A. Shaw, Prothonotary/Clerk of Courts

By: _____
Deputy Clerk

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

(54) JAMES P. SEGER and (53) JAMES NEVIN	CIVIL DIVISION
Plaintiffs.	Case No. 00-1272-CD
Vs.	**PRAECIPE FOR WRIT OF SUMMONS**
(43) NORMAN LAVIGNE	Filed on behalf of Plaintiff.
Defendant.	Counsel of Record for this Party:
	Timothy G. Wojton, Esquire Pa. I.D. #25664
	470 Streets Run Road Pittsburgh, Pa 15236
	(412) 885-0200

OCT 13 2000

W[illegible]A.C[illegible]W

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

JAMES P. SEGER and JAMES NEVIN	)	CIVIL DIVISION
Plaintiffs,	)	Case No.
Vs.	)	
NORMAN LAVIGNE	)	
Defendant.	)	

PRAECIPE FOR WRIT OF SUMMONS

To The Prothonotary:

Kindly issue a writ of summons in the above-referenced case against the Defendant.

Timothy G. Wojton, Esquire
Attorney for Plaintiff

OCT 13 2000 atty Wogton pd $80.00
M13351 writ
WILLIAM A. SHAW
PROTHONOTARY
Summons
to atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
CIVIL ACTION

JAMES P. SEGER and JAMES NEVIN

Plaintiff(s)

S U M M O N S
No: 00-1272-CD

vs.

NORMAN LAVIGNE

Defendant(s)

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s), has/have commenced a Civil Action against you.

Date October 13, 2000

William A. Shaw, Prothonotary

Issuing Attorney:

Timothy G. Wojton, Esquire
470 Streets Run Road
Pittsburgh, PA 15236

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

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs

v.

NORMAN LAVIGNE,

Defendant

CIVIL DIVISION

No. 00-1272-CD

Code:

AFFIDAVIT OF SERVICE OF WRIT OF SUMMONS

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Timothy G. Wojton, Esquire
Pa. I.D. 25664

470 Streets Run Road
Pittsburgh, PA 15236
(412) 885-0200

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

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs, No. 00-1272-CD

v.

NORMAN LAVIGNE,

Defendant.

AFFIDAVIT OF SERVICE

On the 21st day of October, 2000, I, Timothy G. Wojton, Esquire, served Norman Lavigne with a Writ of Summons by Certified Mail, Return Receipt Requested, Restricted Delivery, at 137 Theresa Ct. Manchester, NH 03103, as evidenced by the return receipt attached hereto and marked Exhibit "A".

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

Date: October 30, 2000

Timothy G. Wojton, Esquire
Attorney for Plaintiffs

SENDER:
- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write *"Return Receipt Requested"* on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ■ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Norman Lavigne
137 Theresa Ct.
Manchester, NH 03103

4a. Article Number
7000 0520 0026 3581 3633

4b. Service Type
☐ Registered ■ Certified
☐ Express Mail ☐ Insured
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery 10/21

5. Received By: *(Print Name)*

8. Addressee's Address *(Only if requested and fee is paid)*

6. Signature: *(Addressee or Agent)*

PS Form **3811**, December 1994 102595-97-B-0179 Domestic Return Receipt

Thank you for using Return Receipt Service.

Your RETURN ADDRESS completed on the reverse side?

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

● Print your name, address, and ZIP Code in this box ●

Timothy G. Wojton, Esquire
470 Streets Run Road
Pittsburgh PA 15236

Seger/Nevin v. Lavigne

14

Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, ENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAN LAVIGNE,

Defendant.

CIVIL DIVISION

No. 00-1272-CD

PRAECIPE FOR RULE TO FILE COMPLAINT

Filed on behalf of Defendant, NORMAN LAVIGNE

Counsel of Record for this party:

John M. Steidle, Esquire
PA ID No. 84404

Burns, White & Hickton
120 Fifth Avenue
Suite 2400
Pittsburgh, PA 15222-3001

(412) 394-2500

m/2:11/noCC Rule to Atty Steidle

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

JAMES P. SEGER and JAMES NEVIN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	No. 00-1272-CD
	)	
NORMAN LAVIGNE,	)	
	)	
Defendant.	)	

PRAECIPE FOR RULE TO FILE COMPLAINT

TO: William A. Shaw, Prothonotary:

Pursuant to Rule 1037(a) of the Pennsylvania Rules of Civil Procedure, please enter a rule upon the Plaintiffs, JAMES P. SEGER and JAMES NEVIN, to file a Complaint in the captioned case within twenty (20) days after service thereof or suffer judgment of non pros.

Respectfully submitted,

BURNS, WHITE & HICKTON

BY: _____
John M. Steidle, Esquire
Attorneys for Defendant
Norman Lavigne

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

James P. Seger Jr. and
James Nevin

Vs.
Norman Lavigne

Case No. #2000-01272-CD

RULE TO FILE COMPLAINT

TO: James P. Seger and James Nevin

YOU ARE HEREBY RULED to file a Complaint in the above-captioned matter within twenty (20) days from service hereof, or a judgment of non pros may be entered against you.

William A. Shaw, Prothonotary

Dated: December 12, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, ENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAN LAVIGNE,

Defendant.

CIVIL DIVISION

No. 00-1272-CD

AFFIDAVIT OF SERVICE OF RULE TO FILE COMPLAINT

Filed on behalf of Defendant, NORMAN LAVIGNE

Counsel of Record for this party:

John M. Steidle, Esquire
PA ID No. 84404

Burns, White & Hickton
120 Fifth Avenue
Suite 2400
Pittsburgh, PA 15222-3001

(412) 394-2500

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

JAMES P. SEGER and JAMES NEVIN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	No. 00-1272-CD
	)	
NORMAN LAVIGNE,	)	
	)	
Defendant.	)	

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA	)	
	)	SS:
COUNTY OF ALLEGHENY	)	

Before me, the undersigned authority, personally appeared JOHN M. STEIDLE, ESQUIRE, who, being duly sworn according to law, deposes and says that he did serve a true and correct copy of the RULE TO FILE A COMPLAINT in the above-captioned matter on the Plaintiffs by serving a copy to their counsel, Timothy G. Wojton, Esquire, at 470 Streets Run Road, Pittsburgh, Pennsylvania, 15236, by mailing same by United States Certified Mail, Return Receipt Requested on December 13, 2001, Certified No. 7001 0360 0002 9434 2852. Attached hereto is Post Office Department Receipt No. 7001 0360 0002 9434 2852. showing delivery to and receipt by an agent of Timothy G. Wojton, Esquire, on December 14, 2001.

SWORN TO AND SUBSCRIBED
before me this 17th day of
December, 2001.

Notary Public

Notarial Seal
Patricia Carter, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 26, 2002
Member, Pennsylvania Association of Notaries

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:

Timothy G. Wojton, Esquire
470 Streets Run Road
Pittsburgh, PA 15236

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* | B. Date of Delivery

C. Signature

X Cara Buckley ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

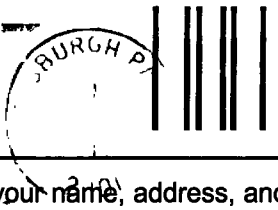
3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7001 0360 0002 9434 2852

PS Form 3811, March 2001 Domestic Return Receipt 102595-01-M-1424

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

John M. Steidle, Esquire
Burns, White & Hickton
120 Fifth Avenue, Suite 2400
Pittsburgh, PA 15222

Seger v. Lavigne

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAN LAVIGNE,

Defendant.

CIVIL DIVISION

No. GD00-1272-CD

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Timothy G. Wojton, Esquire
Pa. I.D. 25664

470 Streets Run Road
Pittsburgh, PA 15236
(412) 885-0200

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

JAMES P. SEGER and
JAMES NEVIN,

Plaintiffs, No. 00-1272-CD

v.

NORMAN LAVIGNE,

Defendant.

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claim 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 and objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

CLEARFIELD COUNTY COURTHOUSE
ATTN: COURT ADMINISTRATOR
230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830
814-765-2641

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

JAMES P. SEGER and
JAMES NEVIN,

Plaintiffs, No. 00-1272-CD

v.

NORMAN LAVIGNE,

Defendant.

COMPLAINT IN CIVIL ACTION

AND NOW, come the Plaintiffs, James P. Seger and James Nevin, by and through their attorney, Timothy G. Wojton, Esquire, and file this Complaint in Civil Action, a statement of which follows:

1. Plaintiff James P. Seger is an adult individual who at all times pertinent hereto has resided in Morrisdale, Pennsylvania 16858.

2. Plaintiff James Nevin, is an adult individual who at all times pertinent hereto has resided at 3065 Ripple Road, Monongahela, Pennsylvania 15063.

3. Defendant Norman Lavigne is an adult individual who at all times pertinent hereto has resided at 137 Theresa Court, Manchester, New Hampshire 03103.

4. Plaintiffs initiated this action by filing a Writ of Summons in Civil Action on October 13, 2000.

5. Toward the end of the 1998 stock car racing season, the Plaintiffs entered into a "deal" or agreement with the Defendant.

6. The agreement involved a decision made by the Plaintiffs that they wanted to enter stock car racing competition, but they needed a car and some miscellaneous equipment to be competitive and to enter the races.

7. The Plaintiffs were desirous of seeking out a possible sponsor to defray the cost of entering the races.

8. Plaintiff James P. Seger was contacted by an individual named Dean Dezake about securing a possible sponsor.

9. Dean Dezake informed Plaintiff Seger about an individual named Norm Lavigne who had two Ford race cars and a hauler. Mr. Dezake pointed out to Plaintiff Seger that Mr. Lavigne could be a potential sponsor.

10. Subsequent to the conversation Plaintiff Seger had with Mr. Dezake, Defendant Lavigne contacted Plaintiff Seger in Morrisdale by telephone and asked Plaintiff Seger various and sundry questions.

11. Specifically, Defendant Lavigne was interested in learning about Plaintiff Seger's identity, his personality, where he had raced and what other accomplishments he had achieved.

12. Subsequent thereto, Defendant Lavigne explained to Plaintiff Seger via telephone that he, the Defendant, had one car and two engines that were available to Plaintiff Seger and that, further, he had two options for Plaintiff Seger to consider.

13. The first option, according to the Defendant, required Plaintiff to give the Defendant $20,000 and the Defendant would, in turn, give Plaintiff Seger the car and both engines and a lot of spare parts to include everything in his shop.

14. In the alternative, Defendant Lavigne explained to Plaintiff Seger that the Plaintiff would be required to participate in 12 races with his (the Defendant's) name on the car and then the Defendant would donate the car and one engine to the Plaintiff.

15. At the time when this arrangement was discussed, the Plaintiffs Seger and Nevin were running a Chevrolet automobile and they did not want to change the body and the motor on the Chevrolet. Thus, the second alternative proposal advanced by Defendant Lavigne was rejected by the Plaintiffs. By way of further observation, the engine being used by the Plaintiffs at this point in time was completely updated and race ready and the body was also up to date and in excellent condition. The Defendant's second alternative would thus have required a $6,500 investment plus a paint job equal to at least $1,000 to complete the changeover.

16. The Plaintiffs decided to enter into an arrangement with the Defendant and they decided that they would use the Defendant's car and motor as a backup to their (the Plaintiffs) existing car in the event of any problems.

17. The Defendant kept trying to push the Plaintiffs toward accepting the first proposal which involved the transfer of $20,000 and the use of a Ford car.

18. As an inducement to get the Plaintiffs to agree to pay him $20,000, the Defendant stated that if the Plaintiffs agreed to accept the Ford vehicle that he, the Defendant, would provide a very big sponsor which was a Ford dealership and that the Defendant could get the Plaintiffs free bodies for the automobile.

19. In addition, and as an additional inducement, the Defendant stated that he had a friend whose name was Chris and who worked at Joe Gibbs' shop and that Chris would rebuild both engines, completely update them and have them race ready and they would have the latest technology and the best heads available.

20. The Defendant also stated that the $20,000 that the Plaintiff would pay him would be spent solely on making the motors the best they could be made under the circumstances. And the Defendant indicated that he wanted to do this type of deal as opposed to merely allowing the Plaintiffs to run 12 races with his name on the car which would result in the donation of the car and one engine to the Plaintiffs at the end of that particular arrangement. After considerable deliberation and after consulting with each other, the Plaintiffs decided that they would accept the first proposal advanced by Mr. Lavigne and as a consequence, the parties agreed to the following terms:

a. Defendant would supply a Ford Thunderbird race car with an NRP Chassis and all parts that he had available at his shop.

b. Defendant would have his friend, Chris, work the two engines to bring them up to specifications including $15,000 worth of updates, new heads, a carburetor, etc. to make them fully state of the art and race ready.

c. Plaintiffs would give Mr. Lavigne $20,000 upon completion of the second engine. The $20,000 would be divided and segregated and $15,000 would be for the

engine updates and $5,000 for the extra parts at Norm's shop.

d. The Thunderbird and first engine would be complete and available for the first event of the 1999 season.

e. Plaintiff Seger agreed that Kid's First USA would be advertised on a race car in at least 12 events.

f. Defendant stated, but did not insist, that some of the events would be held in Loudon, New Hampshire. For his part, Plaintiff Seger agreed to race Loudon whenever the team could make a particular event.

g. Defendant agreed to supply an additional sponsorship by Grappone Ford in exchange for two (2) bodies.

h. Defendant also offered the use of his hauler at no cost to the Plaintiffs.

i. Defendant also included other sponsors to be named later that would be part of the overall package.

21. Subsequent to additional discussions, Plaintiff Seger traveled to New Hampshire on or about the end of October, 1998 and while there he met with the Defendant. At this point, Plaintiff Seger and Defendant Lavigne agreed to finalize the deal upon further consideration and consultation.

22. Several days later, Plaintiff Seger met with Plaintiff Nevin and the Plaintiffs decided that the deal proposed by the Defendant was acceptable.

23. The final contractual arrangements reached by the parties were set forth as follows:

a. The Defendant would order two new bodies and have them sent to NRP in New Hampshire.

b. Plaintiff Seger would have his Monte Carlo sent to NRP in New Hampshire to have the new body installed.

c. The second body (for the Thunderbird) would be put on at a later date as the Thunderbird body would still be legal for the next season.

d. The hauler would be picked up at a later date, after Plaintiffs' tractor was reworked in order that it could haul appropriately.

e. Defendant agreed to have the two engines sent to North Carolina to be reworked by Chris Woodward, the Defendant's friend.

f. It was agreed that the engines would be ready and delivered to the Plaintiffs in time to make the first race of the 1999 season.

g. Plaintiff Seger would have Kids First USA advertised at six events the first year and six additional events the second year (2000 season).

24. All of the elements of the contract were set in motion and additional calls were made over the off season and all appeared to be in order with respect to the contract until the Defendant called Plaintiff Seger and stated that he had a buyer for his trailer and that he no longer wanted the Plaintiffs to use it.

25. Plaintiff Seger replied that the trailer was key to the racing season and that he could not race without it and Seger stated that the trailer was already presented to other sponsors as part of the package and it was vital to transporting the car and the equipment and a new hauler would cost the racing team over $35,000 and this was not a workable option.

26. By this point Plaintiff Seger had already incurred significant costs in the changeover from Chevy to Ford and Plaintiff Nevin had incurred significant costs with respect to the retrofit of the tractor. Therefore, the hauler loss would be the end of the racing team and no racing would be possible.

27. For his part, the Defendant stated that the Plaintiffs could buy the trailer and that the Defendant would rather sell it to the Plaintiffs than any other party. However, this was not financially feasible as Mr. Lavigne, the Defendant, wanted $45,000 for the trailer.

28. Subsequently, the Plaintiffs learned that the trailer was only worth about $18,000 to $20,000 and that a brand new trailer could be procured for approximately $35,000.

29. As an alternative, the Plaintiffs proposed that they rent the trailer from the Defendant in order to sustain the Plaintiffs' ability to race and the Defendant agreed and a rate was set and this became a separate issue, quite apart from the sponsorship issues.

30. On or about January 29, 1999, Plaintiff Seger journeyed to New Hampshire with an employee of Nevin Trucking to get the car, trailer and the first engine.

31. A retrofit of the trailer was necessary at a cost of $199.50.

32. At this point in time or in late January of 1999, the Plaintiffs had already sent the Defendant over $13,000 on account of the $20,000 agreed to be invested for the project in advance of ever having received the engines.

33. Again, on or about late January of 1999, the Defendant stated that the first engine was a little weak and that it should be used for short tracks, not Loudon, New Hampshire. Mr. Lavigne also stated that he would have the second engine ready for the first event in Loudon.

34. During the January 29, 1999 meeting with the Defendant, Plaintiff Seger wanted to bring back the extra equipment that the Defendant said was available, but it was not available and all that he received from the Defendant was outdated equipment that was of little use or value and there was not enough equipment to build a complete car. Nevertheless, Plaintiff Seger decided to honor the deal and the Plaintiffs proceeded in conformity with the terms of the contract.

35. Meanwhile, NRP cut the Monte Carlo body off the chassis and the Defendant had two bodies delivered to NRP. Shortly after that, the Defendant stated that Grappone would not pay for the bodies and that he would be sending an invoice for them.

36. Plaintiff Seger expressed dissatisfaction with a third part of the agreement being breached by the Defendant. The Defendant expressed his apologies but stated that he was powerless to do anything about the problem.

37. At this point in time, Grappone backed out of a sponsorship arrangement and apparently, according to the Defendant, he was helpless with respect to any remedies regarding the Grappone decision. By this point, however, Plaintiff Seger had already sold his Chevy engine and had the body cut out of the Monte Carlo and thus it was no longer feasible to go back to the Chevy and Plaintiff Seger had no choice but to accept the bill and pay for it.

38. Sometime around February, 1999, the Defendant placed a telephone call to Plaintiff Seger and told him he had found some newer, updated heads for the second engine that would cost an additional $5,000. Plaintiff Seger stated he was already paying for these heads and that was what the $20,000 was to encompass and he was not willing to pay twice for the same product.

39. The Defendant replied that this was additional equipment and if the Plaintiff was not willing to "step up to the plate" then the motor would not be updated, just freshened up, at a cost of approximately $3,500.

40. A "freshened up motor" could not win, according to the Plaintiffs and this presented a problem to the Plaintiffs since this was not a part of the original deal and the Defendant would not budge off of his position and the Plaintiffs had already invested a great deal of money in conformity with the contract terms.

41. Subsequent to these discussions set forth in the paragraphs immediately preceding this one, communications between the parties became rather quiet.

42. It was evident that the "big motor" would not be delivered as promised in time for the first Loudon event and the team agreed to put the short track motor in the newly retro-fitted Taurus and go racing. They could no longer afford to wait for the Defendant.

43. The team then raced at Loudon, New Hampshire, Jennerstown, Pennsylvania, Holland, New York and Thompson, Connecticut with the short track engine.

44. During the time that the races were being run with the short track motor, the Plaintiffs continually made inquiry about the second engine and the Defendant continually stated that the delay with respect to the second engine was due to the lack of availability of pistons and that to get the best pistons, delays were sometimes unavoidable.

45. After the races with the short track motor were finished, the Plaintiffs were instructed by the Defendant that the second motor was ready. The motor was paid for in full, but the Plaintiffs had to go and pick up the motor themselves.

46. Plaintiffs did pick up the motor and this made it impossible to make the Loudon race. By this point, the motor was already many months overdue and it was previously determined that the first motor or short track motor was not substantial enough to compete at the one mile track at Loudon.

47. The Defendant, at all times, was informed of the problem with the second engine and he clearly understood and stated that he understood the reasons why the team could not compete at the first Loudon race.

48. Ultimately, Plaintiff Seger and one of his other sponsors went to pick up the engine in North Carolina. When they arrived, they learned that the engine was not in Joe Gibbs' shop as promised, but rather, Chris Woodward, the mechanic, was working on it in an out of the way garage many miles from the Gibbs location. In addition, the motor was not ready when they arrived and it took another mechanic several hours to complete the assembly when Chris Woodward ultimately appeared on the scene.

49. At this point, the Plaintiffs believed that Chris Woodward had built the engine at Joe Gibbs' shop and that the Plaintiffs were merely picking it up at this particular location and the Plaintiffs loaded the engine and returned to Pennsylvania.

50. Upon return to Pennsylvania, the second engine was put in the Taurus and made "race ready" to go to Nazareth, Pennsylvania.

51. The engine was never checked by the NASCAR officials to determine the CI of the engine.

52. The Plaintiffs honored the sixth commitment when they journeyed to Lime Rock, Connecticut and for this event, the T-Bird was made ready and the "Woodward engine" was put in it with the idea being that the T-Bird would be used for road races and short tracks and the Taurus for longer tracks.

53. At this time, Defendant Lavigne called and requested that someone else with more road experience drive the car and he also requested a change in the name that was to be placed on the car by insisting that Chicago Soft be placed on the car instead of KFUSA.

54. When the Defendant arrived at the track, he made inquiry about why the name change was not yet on the car and the Plaintiffs told him that due to the last minute change in sponsorship, the graphics had just arrived. Also, the Plaintiffs explained that since this particular race was very important to the team and a new sponsor was involved, if the team did not make the show, they would have to pay another team to run the logo.

55. With regard to these races, the important thing with respect to both parties is that the sponsor be visible.

56. With respect to the race at Lime Rock, Connecticut, and with the new driver in the car, the team failed to make the race, but Mr. Lavigne was very happy with the Plaintiffs' performance and even had a cookout in celebration of the event.

57. The Plaintiffs informed Mr. Lavigne that they were very sorry that they did not "make the race" and even though it was not required to "make the race" Plaintiff Seger still paid Dennis Berry $1,000 to put the logo on his car and everyone was content.

58. The Lime Rock, Connecticut event fulfilled the team's first six commitments for the first year and while the Plaintiffs were not at all satisfied with several of the dishonored promises made by the Defendant, the Plaintiffs' intention was to fulfill their end of the deal as best as possible and they began to prepare for the 2000 racing season.

59. Shortly after the end of the 1999 season, the Defendant called Plaintiff Seger and requested that the Plaintiffs bring back the equipment to the Defendant because the Defendant believed that the Plaintiffs did not do a good enough job.

60. The Plaintiffs made inquiry about the status of the $20,000 they had paid to the Defendant, but the Defendant simply said that the Plaintiffs could keep the "Woodward motor" and that he was going to come down and get the car and the motor.

61. Although very surprised by the Defendant's attitude and change of heart in violation of the terms of the contract, the Plaintiffs proposed a compromise wherein they stated that they were willing to allow the Defendant to get out of the agreement as long as they could get their $20,000 returned to them but the Defendant stated he no longer had the $20,000 and that he would no longer agree to any other terms. Afterwards, the Plaintiffs and Defendant met in Bedford, Pennsylvania for dinner and to discuss a compromise that would be acceptable to everyone.

62. As a consequence of the meeting in Bedford, Pennsylvania over dinner, a compromise was reached and set forth hereinbelow were the principle terms of the said compromise:

a. It was agreed that six commitments had been met.

b. Six more commitments were needed to be met over the next season.

c. Attempting to make the race was all that was required to fulfill a commitment.

d. Having the sponsor name on any car fulfilled the commitment.

e. Other drivers could be used.

f. At the Defendant's request, other names could be used.

g. Appearances at Loudon would be attempted but not required by the parties.

63. Subsequent to the meeting in Bedford, Pennsylvania, the Plaintiffs prepared for the 2000 season and in consideration of their preparation, the two motors were sent to Katech Engine Development in Detroit, Michigan to be "freshened up".

64. After sending the motors to Katech Engine, a representative of Katech called the Plaintiffs and informed them that the engine was over the legal cubic inches permitted by NASCAR.

65. The allowable legal cubic inches is equivalent to 358 ci while the Woodward engine was 359.9 ci. As a consequence, this illegality made the block and pistons unusable and would have eventually resulted in a disqualification had NASCAR actually checked the engine.

66. The violation of the cubic inch requirement was a major point of difference as between the parties and it meant that the Plaintiffs had bought an engine that was worthless for NASCAR purposes and it was not what the parties agreed to buy and sell.

67. In addition, the Plaintiffs learned that the parts in the engine were obsolete and that the rods were old and heavy and that the crankshaft was old and heavy and that the heads were outdated and not competitive.

68. It became clear to the Plaintiffs that they had sold a perfectly good and updated engine to give Mr. Lavigne the money for the "Woodward engine".

69. The discovery by the Katech technician about the violation of the cubic inch rule effectively brought the Plaintiffs' racing team and its competitive involvement to a close for not only had it not received the sponsorship as promised by the Defendant but the Plaintiffs had also used their precious resources to pay for useless equipment and they were not able to afford to buy new equipment for the 2000 racing season.

70. Subsequent to the revelations made by the Katech technician, Chris Woodward called the tech at Katech and discussed the issue of the engine cubic inch requirement. It was during this discussion that Chris Woodward admitted that he did not build the engine but this was the first time that the Plaintiffs learned that Chris Woodward had never built the engine contrary to the representations made by Defendant Lavigne.

71. The Plaintiffs were ultimately contacted by Katech representatives and they were informed that the Defendant had spoken with Katech.

72. Based upon the discussions the Plaintiffs had with the Katech technician, it is clear to the Plaintiffs that Mr. Lavigne knew or should have known the cubic inch capacity of the engine and that he had special pistons made to accommodate the improper or illegal size, thus demonstrating prior knowledge that he was selling an illegal engine under false pretenses.

73. In addition, the Plaintiffs learned that any engine builder knows or could learn that the cubic inch aspect of an engine prior to assembling the motor can be determined by the introduction and use of simple mathematics (bore x stroke).

74. The Plaintiffs believe and therefore aver that the only reason for the Defendant's conduct was to save the Defendant from the requirement of buying a new block or new rods and crankshaft and hence, the Defendant was only interested in simple cost-cutting in order to deliver a low cost but illegal engine, but this is not what was agreed to or paid for by the Plaintiffs.

75. The cost to bring the "Woodward engine" up to specification was estimated by Katech to be cost prohibitive and the Katech representatives also indicated that they could have built an engine for the Plaintiffs with an up-to-date "state of the art" engine for less than the Plaintiffs had spent rebuilding the old, worn out engine.

76. At this point, the Plaintiffs ordered Katech to undertake no further action with regard to the engine and as a consequence, the engines are still physically located at Katech in Michigan.

77. As a consequence of the Plaintiffs' involvement in the contract with the Defendant, and the Defendant's breach, they have incurred various and sundry expenses and these expenses are set forth hereinbelow as follows:

Paint, etc.	2,000.00
Tires	1,200.00
Engine & Parts	20,000.00
Lime Rock Sponsorship	1,000.00
Paid Sponsorship	3,000.00
Katech Charges	TBD
Labor & Administration	2,500.00

Loss of old motor	2,000.00
TOTAL	$31,700.00

78. As a consequence of the Defendant's breach of the contract terms, it was impossible for the Plaintiffs to be race competitive and as a further result, the Plaintiffs decided to sub out the sponsorship by KFUSA.

79. The Plaintiffs then entered into an arrangement with Paul Wolfe to be the Kids First logo on his car for the additional six commitments during the 2000 season for $500 per race.

80. On or about May 22, 2000, Defendant Lavigne called the Plaintiffs to find out why they were not at Loudon.

81. Plaintiff Seger explained to the Defendant all of the details of the large engine and its illegality and the prohibitive cost to make it race ready and it was at this point that Plaintiff Seger told the Defendant that in order to fulfill the additional six commitments for Kids First, that the Plaintiffs would be subbing out the sponsorship.

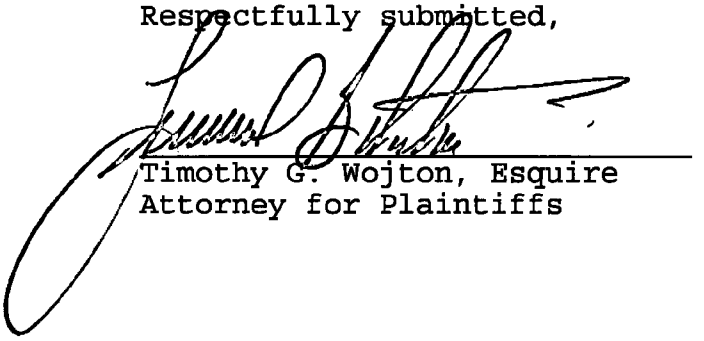
82. The Defendant did not agree to the arrangements entered into by Plaintiffs Seger and Nevin, but the Plaintiffs reminded the Defendant that this arrangement was agreed to in Bedford, Pennsylvania and that the arrangement was fully acceptable to Mr. Lavigne at that time.

83. In order to not breach the Plaintiffs' end of the agreement, they went ahead with the Wolfe deal described above and no further contact was ever mad by Mr. Lavigne or by the Plaintiffs to resolve their differences.

84. The Plaintiffs believe and therefore aver that the conduct of Defendant Lavigne constitutes a complete breach of the original agreement and the original agreement as amended at the Bedford, Pennsylvania meeting.

WHEREFORE, the Plaintiffs demand judgment against the Defendant in the amount of $31,700.00 plus interest and all costs of suit.

Respectfully submitted,

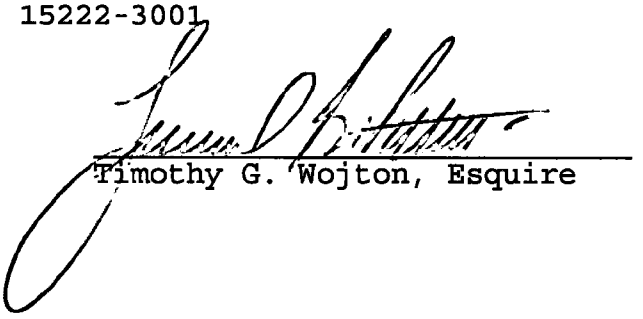


Timothy G. Wojton, Esquire
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing COMPLAINT IN CIVIL ACTION has been sent, via first class U.S. mail, this 14th day of March, 2002 to the following:

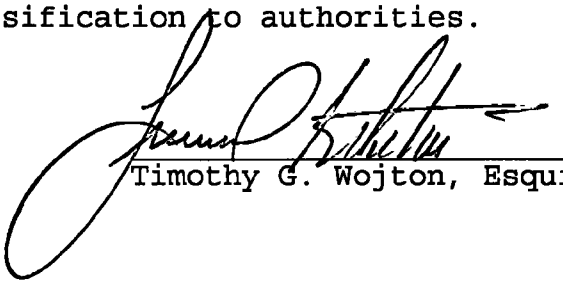
John M. Steidle, Esquire
120 Fifth Avenue
Suite 2400
Pittsburgh, PA 15222-3001



Timothy G. Wojton, Esquire

VERIFICATION

I, Timothy G. Wojton, Esquire, counsel for Plaintiffs, in conformity with Pa. R.C.P. 1024(c) verify that the statements made in the foregoing Complaint in Civil Action are true and correct to the best of my knowledge, information, and belief, and are made subject to the penalties of 18 Pa. Con. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.



Timothy G. Wojton, Esquire

Date: 3-13-02

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAN LAVIGNE,

Defendant.

CIVIL DIVISION

No. GD00-1272-CD 00-1272-CD

SUBSTITUTE VERIFICATION

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Timothy G. Wojton, Esquire
Pa. I.D. 25664

470 Streets Run Road
Pittsburgh, PA 15236
(412) 885-0200

VERIFICATION

I verify that the facts set forth in the Complaint in Civil Action are true and correct to the best of my information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 3-18-02

James Seger

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAN LAVIGNE,

Defendant.

CIVIL DIVISION

No. GD00-1272-CD 00-1272-CD

SUBSTITUTE VERIFICATION

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Timothy G. Wojton, Esquire
Pa. I.D. 25664

470 Streets Run Road
Pittsburgh, PA 15236
(412) 885-0200

VERIFICATION

I verify that the facts set forth in the Complaint in Civil Action are true and correct to the best of my information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 9/1/02

James G. Nevin

James Nevin

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, ENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAND LAVIGNE,

Defendant.

CIVIL DIVISION

No. 00-1272-CD

ANSWER, NEW MATTER AND COUNTERCLAIM

Filed on behalf of Defendant, NORMAND LAVIGNE

You are hereby notified to file a written response to the enclosed ANSWER, NEW MATTER AND COUNTERCLAIM within twenty (20) days from service hereof or a judgment may be entered against you.

By: _____
Attorney for Defendant,
Normand Levigne

Counsel of Record for this party:

John M. Steidle, Esquire
PA ID No. 84404

Burns, White & Hickton
120 Fifth Avenue
Suite 2400
Pittsburgh, PA 15222-3001

(412) 394-2500

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

JAMES P. SEGER and JAMES NEVIN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	No. 00-1272-CD
	)	
NORMAND LAVIGNE,	)	
	)	
Defendant.	)	

AND NOW comes Defendant, Normand Lavigne, incorrectly identified as Norman Lavigne, by and through his undersigned counsel, Burns, White & Hickton, LLC and John M. Steidle, Esquire and files the within Answer, New Matter and Counterclaim, averring as follows:

1. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 1 of the Plaintiffs' Complaint. Therefore, the same are Denied.

2. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 1 of the Plaintiffs' Complaint. Therefore, the same are Denied.

3. The averments of paragraph 3 of Plaintiff's Complaint are Admitted.

4. The averments of paragraph 4 of Plaintiff's Complaint are Admitted.

5. The averments of paragraph 5 of Plaintiff's Complaint are Denied as stated. It is Admitted, that toward the end of the 1998 stock car racing season, Defendant entered into an agreement with Plaintiffs Seger and Nevin.

6. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 6 of the Plaintiffs' Complaint. Therefore, the same are Denied.

7. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 7 of the Plaintiffs' Complaint. Therefore, the same are Denied.

8. The averments of paragraph 8 of Plaintiff's Complaint are Admitted.

9. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 9 of the Plaintiffs' Complaint. Therefore, the same are Denied.

10. The averments of paragraph 10 of the Plaintiffs' Complaint are Denied as stated. It is Admitted, that Defendant Lavigne and Plaintiff Segar had a telephone conversation whereby both parties exchanged information.

11. The averments contained in paragraph 11 of Plaintiff's Complaint are denied as stated. It is Admitted, that Defendant Lavigne inquired about Plaintiff Segar's racing history.

12. The averments contained in paragraph 12 of the Plaintiff's Complaint are denied as stated. It is Admitted, that Defendant Lavigne informed Plaintiff Segar that he was in possession of one car and two motors.

13. The averments contained in paragraph 13 of Plaintiff's Complaint are Denied and strict proof is demanded at the time of trial.

14. The averments contained in paragraph 14 of Plaintiff's Complaint are admitted in part and denied in part. It is Admitted that, Defendant Lavigne explained to Plaintiff Segar that the Plaintiff would be required to participate in 12 races in a period of one year. It was further explained to Plaintiff Segar that upon completion of this arrangement, Defendant would donate the car and one engine to the Plaintiff.

15. After reasonable investigation, Defendant Lavigne is without sufficient knowledge, information or belief as to the truth or falsity of the averments paragraph 15 of the Plaintiff's Complaint. Therefore, the same are Denied.

16. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 16 of the Plaintiffs' Complaint. Therefore, the same are Denied.

17. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 17 of the Plaintiffs' Complaint. Therefore, the same are Denied.

18. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 18 of the Plaintiffs' Complaint. Therefore, the same are Denied.

19. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 19 of the Plaintiffs' Complaint. Therefore, the same are Denied.

20. The averments contained in Paragraph 20 and all of its subparts of the Plaintiff's Complaint are Denied as stated. It is Admitted that Defendant agreed to supply a Ford Thunderbird racecar, one motor and all of the parts available at his shop. It is further Admitted that Defendant Lavigne and Plaintiff Segar agreed that Kids First USA would be advertised on the car and that the car would compete in at least 12 events in one year. Moreover, Defendant insisted that the three Loudon, New Hampshire events would be included.

21. The averments contained in paragraph 21 of the Plaintiff's Complaint are Denied as stated. It is admitted, that Defendant Lavigne and Plaintiff Segar met in New Hampshire and agreed to the above-mentioned arrangements.

22. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 22 of the Plaintiffs' Complaint. Therefore, the same are Denied.

23. The averments contained in Paragraph 23 and all of its subparts of the Plaintiff's Complaint are Denied, as stated. It is Admitted, that the Defendant would order two new bodies and have them sent to NRP in New Hampshire. It is further Admitted that the Defendant agreed to have one engine sent to North Carolina. The remaining averments of Paragraph 23 and its subparts are Denied.

24. The averments contained in paragraph 24 of Plaintiff's Complaint are denied as stated. It is Admitted, that Defendant Lavigne had a buyer for his trailer, and that he no longer wanted the Plaintiffs to use it free of charge.

25. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 26 of the Plaintiffs' Complaint. Therefore, the same are Denied.

26. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 26 of the Plaintiffs' Complaint. Therefore, the same are Denied.

27. The averments contained in Paragraph 27 of the Plaintiff's Complaint are Denied as stated. It is admitted that Defendant Lavigne offered to sell the trailer to the Plaintiffs.

28. After reasonable investigation, Defendant Lavigne is without sufficient knowledge, information or belief as to the truth or falsity of the averments of paragraph 28 of the Plaintiff's Complaint. Therefore, the same are Denied.

29. The averments contained in paragraph 29 of Plaintiff's Complaint are admitted in part and denied in part. It is Admitted that, Defendant agreed to permit the Plaintiff's to use the trailer but they would be required to pay the monthly lease payments.

30. The averments contained in Paragraph 30 of the Plaintiff's Complaint are Admitted.

31. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 31 of the Plaintiffs' Complaint. Therefore, the same are Denied.

32. The averments contained in paragraph 32 of the Plaintiff's Complaint are denied as stated. It is Admitted, that in January of 1999, Defendant Lavigne received $13,000.00 from the Plaintiffs for the "second" larger engine. This payment was for the "second engine project" and was separate and distinct from the original racing agreement.

33. The averments contained in paragraph 33 of the Plaintiff's Complaint are denied as stated. It is Admitted, that Defendant informed the Plaintiffs that the first engine should be used for short tracks specifically.

34. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 34 of the Plaintiffs' Complaint. Therefore, the same are Denied.

35. The averments contained in paragraph 35 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Grappone would not pay for the bodies, and that Defendant Lavigne would be sending an invoice for them.

36. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 36 of the Plaintiffs' Complaint. Therefore, the same are Denied.

37. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 37 of the Plaintiffs' Complaint. Therefore, the same are Denied.

38. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of Paragraph 38 of the Plaintiff's Complaint. Therefore, the same are Denied.

39. The averments of paragraph 39 of Plaintiff's Complaint are Admitted.

40. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 40 of the Plaintiffs' Complaint. Therefore, the same are Denied.

41. The averments of paragraph 41 of Plaintiff's Complaint are Admitted.

42. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 42 of the Plaintiffs' Complaint. Therefore, the same are Denied.

43. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 43 of the Plaintiffs' Complaint. Therefore, the same are Denied.

44. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 44 of the Plaintiffs' Complaint. Therefore, the same are Denied.

45. The averments of paragraph 45 of Plaintiff's Complaint are Admitted.

46. The averments contained in Paragraph 46 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Plaintiffs picked up the "second" motor.

47. The averments contained in paragraph 47 of the Plaintiff's Complaint are Denied as stated. To the contrary, the Plaintiff's race team did compete at the first Loudon race.

48. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 48 of the Plaintiffs' Complaint. Therefore, the same are Denied.

49. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 49 of the Plaintiffs' Complaint. Therefore, the same are Denied.

50. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 50 of the Plaintiffs' Complaint. Therefore, the same are Denied.

51. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 51 of the Plaintiffs' Complaint. Therefore, the same are Denied.

52. The averments contained in paragraph 52 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that the Plaintiffs traveled to Lime Rock, Connecticut for a race event.

53. The averments contained in paragraph 53 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Defendant Lavigne wanted someone with more racing experience than Mike Miller to race.

54. The averments contained in paragraph 54 of the Plaintiff's Complaint are Denied as stated. It is admitted that when the Defendant arrived at the track he made inquires.

55. The averments of paragraph 55 of Plaintiff's Complaint are Admitted.

56. The averments contained in paragraph 56 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that the Plaintiff's team failed to make the race.

57. The averments contained in Paragraph 57 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Plaintiff's informed Defendant Lavigne that they were sorry they didn't make the race. It is further admitted that Defendant Lavigne had a cookout.

58. The averments contained in paragraph 58 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that the Plaintiffs competed in 6 out of the required 12 races in the 1999 season.

59. The averments contained in Paragraph 59 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Defendant Lavigne called Plaintiff Segar and requested that the

Plaintiffs bring back the car and the smaller motor for failing to fulfill the terms of their agreement.

60. The averments contained in Paragraph 60 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Defendant Lavigne wanted to come down and get the car and the motor.

61. The averments contained in paragraph 61 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Defendant Lavigne and the Plaintiffs met in Bedford, Pennsylvania, for dinner.

62. The averments contained in paragraph 62 and all of its subparts of the Plaintiff's Complaint are Denied as stated. It is Admitted, that an agreement was reached at the Bedford meeting and the agreement contained the following provisions.

a) It was agreed that a total of 8 commitments would have to be fulfilled during the year 2000 race season,

b) The Plaintiffs would have to compete in all of the Loudon races.

63. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 63 of the Plaintiffs' Complaint. Therefore, the same are Denied.

64. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 64 of the Plaintiffs' Complaint. Therefore, the same are Denied.

65. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 65 of the Plaintiffs' Complaint. Therefore, the same are Denied.

66. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 66 of the Plaintiffs' Complaint. Therefore, the same are Denied.

67. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 67 of the Plaintiffs' Complaint. Therefore, the same are Denied.

68. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 68 of the Plaintiffs' Complaint. Therefore, the same are Denied.

69. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 69 of the Plaintiffs' Complaint. Therefore, the same are Denied.

70. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 70 of the Plaintiffs' Complaint. Therefore, the same are Denied.

71. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 71 of the Plaintiffs' Complaint. Therefore, the same are Denied.

72. To the extent that the averments contained in paragraph 72 of the Plaintiff's Complaint state conclusions of law, no response is required. To the extent that a response is deemed to be required, the averments are specifically Denied and strict proof is demanded at the time of trial.

73. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 73 of the Plaintiffs' Complaint. Therefore, the same are Denied.

74. The averments contained in paragraph 74 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Defendant Lavigne did not want to buy a new block because Defendant was getting out of the race business.

75. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 75 of the Plaintiffs' Complaint. Therefore, the same are Denied.

76. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 76 of the Plaintiffs' Complaint. Therefore, the same are Denied.

77. To the extent that the averments of Paragraph 77 of the Plaintiff's Complaint state conclusions of law, no response is required. To the extent that a response is deemed to be required, the averments are specifically Denied and strict proof is demanded at the time of trial.

78. To the extent that the averments of Paragraph 78 of the Plaintiff's Complaint state conclusions of law, no response is required. To the extent that a response is deemed to be required, all averments are specifically Denied and strict proof is demanded at the time of trial.

79. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 79 of the Plaintiffs' Complaint. Therefore, the same are Denied.

80. The averments of paragraph 80 of Plaintiff's Complaint are Admitted.

81. After reasonable investigation, Defendant Lavigne is without sufficient knowledge and information or belief as to the truth or falsity of the averments of paragraph 81 of the Plaintiffs' Complaint. Therefore, the same are Denied.

82. The averments contained in paragraph 82 of the Plaintiff's Complaint are Denied as stated. It is Admitted, that Defendant Lavigne did not agree to the arrangements entered into by the Plaintiffs Segar and Nevin.

83. The averments contained in paragraph 83 of the Plaintiff's Complaint are Denied as stated. It is Admitted that no further contact was ever made by Mr. Lavigne or by the Plaintiffs to resolve their differences.

84. The averments contained in paragraph 84 of the Plaintiff's Complaint state conclusions of law to which no response is required.

WHREFORE, Defendant Lavigne denies he is indebted to any parties in any sum whatsoever and respectfully requests this Honorable Court to enter judgment in his favor and award costs and other relief that it deems just and proper.

NEW MATTER

85. Defendant Lavigne incorporates herein by reference paragraphs 1 through 84 of his Answer, New Matter and Counterclaim as if fully set forth herein.

86. Plaintiff's failed to state a cause of action upon which relief can be granted.

87. This cause of action is barred by the Doctrines of Waiver and/or Release to the extent shown to have occurred.

88. Plaintiffs have failed to mitigate their damages.

89. Plaintiffs' claims against Defendant Lavigne are barred, in whole or in part, by the applicable statutes of limitations or by the equitable doctrine of latches.

90. Plaintiffs' claims for damages should be dismissed because they failed to comply with the terms of the original agreement. More specifically, Plaintiffs failed to race in the agreed upon 12 races in the year 1999. Moreover, Plaintiffs failed to race, as agreed, in all of the Loudon, New Hampshire races.

91. Plaintiffs' claim should be barred because after Plaintiffs' original breach of the aforementioned agreement, they additionally breached the second or modified agreement whereby Defendant Lavigne agreed to extend the term of the original agreement. In effect, the

parties agreed to a second agreement whereby the Plaintiff's would participate in a total of 14 races over a two-year period (1999 and 2000) including all of the Loudon races. Upon completion of these requirements, the Plaintiff's could keep the car and the "first" motor.

COUNTERCLAIM

92. Defendant Lavigne incorporates herein by reference paragraphs 1 through 91 of his Answer, New Matter and Counterclaim as if fully set forth herein.

COUNT I

BREACH OF CONTRACT

93. Defendant Lavigne entered into an agreement with Plaintiffs whereby Defendant would supply Plaintiff's with a car and a smaller motor, and the Plaintiff's agreed to compete in twelve (12) races during the 1999 Racing Season.

94. Of those twelve races, Plaintiff's agreed to race in all of the Loudon races.

95. In exchange for competing in all of the agreed 1999 races, Defendant Lavigne agreed that the Plaintiffs could keep the car and smaller motor.

96. Plaintiff's failed to compete in the required 12 races in 1999.

97. As a result of the aforementioned failure to compete, Defendant Lavigne was entitled to the return of the car and smaller motor in as good as or better condition than when originally received from Defendant.

98. Instead of returning the car and the motor at the end of the 1999 season a second or modified agreement was reached between the parties.

99. This second or modified agreement contained the following terms:

a. Plaintiffs would race in the upcoming 2000 season

b. Plaintiffs would race in all of the Loudon races

c. Instead of 12 races in the 1999 season, Plaintiffs would race in a total of fourteen races over a two-year period 1999 and 2000.

100. In consideration of Plaintiffs fulfillment of the above terms, Defendant Lavigne would donate the car and smaller motor to Plaintiffs at the conclusion of the 2000-racing season.

101. Plaintiffs failed to compete in the agreed races in 1999 and 2000.

102. As a result, of the aforementioned breach, Defendant Lavigne is entitled, to the return of the car and smaller motor.

WHEREFORE, Defendant Normand Lavigne claims damages in the amount in excess of Twenty Five Thousand Dollars ($25,000.00) plus interest and costs.

JURY TRIAL DEMANDED

Respectfully submitted,

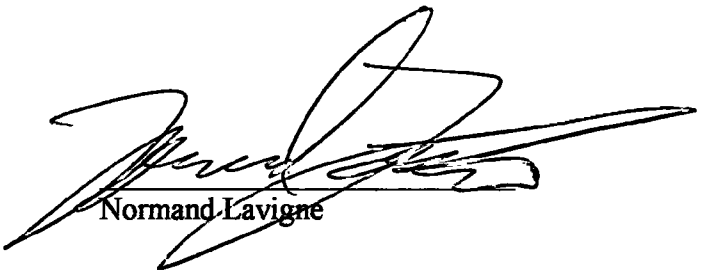
BURNS, WHITE & HICKTON, LLC

John M. Steidle, Esquire
Attorney for Defendant, Normand Lavigne

VERIFICATION

I, Normand Lavigne, verify that the statements and averments made in the foregoing Answer, New Matter and Counterclaim are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

Date: 6/19/02

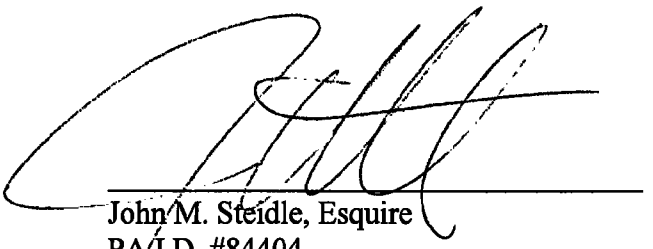


Normand Lavigne

CERTIFICATE OF SERVICE

I, John M. Steidle, Esquire, hereby certify that a true and correct copy of the within **Answer, New Matter and Counterclaim** was served on the following party listed below by certified mail, return receipt requested, postage prepaid, this 26 day of June, 2002:

Timothy G. Wojton, Esquire
470 Steeets Run Road
Pittsburgh, PA 15236



John M. Steidle, Esquire
PA I.D. #84404
Counsel for Defendant, Cauvel's Auto Sales, Inc.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAN LAVIGNE,

Defendant.

CIVIL DIVISION

No. 2000-1272-CD

REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Timothy G. Wojton, Esquire
Pa. I.D. 25664

470 Streets Run Road
Pittsburgh, PA 15236
(412) 885-0200

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

JAMES P. SEGER and
JAMES NEVIN,

Plaintiffs, No. 00-1272-CD

v.

NORMAN LAVIGNE,

Defendant.

REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM

Reply to New Matter

85. No response is required.

86. The language in this paragraph is a conclusion of law to which no response is required.

87. The language in this paragraph is a conclusion of law to which no response is required.

88. The language in this paragraph is a conclusion of law to which no response is required.

89. The language in this paragraph is a conclusion of law to which no response is required.

90. Denied. The original agreement as between the parties called upon the plaintiffs to run a total of twelve (12) races. Six (6) races were run in 1999. There was no agreement to run all twelve (12) races in 1999. While the defendant expressed his wish that the plaintiffs do all of the Loudon, New Hampshire races, the plaintiffs did do one but this decision was not violative of the agreement.

91. Denied. The plaintiffs deny that they agreed to do fourteen (14) races and to race in all of the Loudon races and strict proof of any evidence that the plaintiffs agreed to participate in fourteen (14) races which included all of the Loudon races is required at the time of trial.

Answer to Defendant's Counterclaim

92. No response is required.

93. Denied. The plaintiffs deny that they and the defendant ever agreed that defendant would supply the plaintiffs with a car and a smaller motor and the plaintiffs would, in return, compete in twelve (12) races in 1999. The plaintiffs aver they agreed to accept a car and a "short track" motor. The plaintiffs further state they agreed to race in twelve (12) races, but not necessarily all in the 1999 season.

94. Denied. The plaintiffs deny they agreed to race in all of the Loudon races as part of the twelve (12) race package. The plaintiffs admit the defendant expressed his wish the plaintiffs race in all of the Loudon races.

95. The plaintiffs admit that the defendant agreed the plaintiffs could keep the car and the short track motor in exchange for competing in the twelve (12) races but the plaintiffs deny all of the races were to be run in 1999.

96. The plaintiffs admit they failed to compete in twelve (12) races in 1999, but they deny they were "required" to run in all twelve (12) races in 1999.

97. The language in this paragraph constitutes a conclusion of law to which no response is required.

98. Denied. The plaintiffs deny they had any obligation to return the car at the end of the 1999 season since the parties contemplated the twelve (12) races would not take place in only one racing season. No modification of the agreement was ever entered into by the parties although the parties did communicate in an effort to resolve their conflicting interpretations regarding the terms of the original agreement.

99. Denied in part and admitted in part. The plaintiffs admit they would race in the 2000 season, but they also indicated they had already made six (6) prior commitments to race in the 2000 season. The plaintiffs deny they committed to race in all of the Loudon races in 2000 or that they would race in a total of fourteen (14) races over a two year period in 1999 and 2000.

100. Denied. The plaintiffs deny they agree to the terms outlined in the defendant's counterclaim as set forth in paragraph 100 therein and strict proof of the same is demanded at the time of trial.

101. The plaintiffs admit they failed to compete in some races in 1999 and 2000, however, they paid an individual, Paul Wolfe, to run in a Loudon race in 1999 and it was at that time the plaintiffs learned the motor supplied by the defendant was too big and illegal at Loudon which is a short track.

102. The statement in this paragraph is a conclusion of law to which no response is required.

WHEREFORE, the plaintiffs pray that this Honorable Court enter an order dismissing the defendant's counterclaim.

By: _____
Timothy G. Wojton, Esquire
Attorney for the plaintiffs

VERIFICATION

I verify that the facts set forth in the foregoing REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM are true and correct to the best of my information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 11-21-02

JAMES SEGER

VERIFICATION

I verify that the facts set forth in the foregoing REPLY TO NEW MATTER AND ANSWER TO COUNTERCLAIM are true and correct to the best of my information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

Date: 11/19/02

James C. Nevin

JAMES NEVIN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

JAMES P. SEGER and JAMES NEVIN,

Plaintiffs,

v.

NORMAN LAVIGNE,

Defendant.

CIVIL DIVISION

No. GD00-1272-CD

PRAECIPE TO SETTLE AND DISCONTINUE

Filed on behalf of Plaintiffs

Counsel of Record for this Party:

Timothy G. Wojton, Esquire
Pa. I.D. 25664

470 Streets Run Road
Pittsburgh, PA 15236
(412) 885-0200

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

JAMES P. SEGER and
JAMES NEVIN,

Plaintiffs, No. 00-1272-CD

v.

NORMAN LAVIGNE,

Defendant.

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Kindly settle and discontinue the above-referenced proceedings.

Respectfully submitted,

By: _____
TIMOTHY G. WOJTON, ESQUIRE
Attorney for Plaintiffs

m/1:55 No cc Certificate to Atty, copy to c/A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

James P. Seger Jr.
James Nevin

Vs. **No. 2000-01272-CD**
Norman Lavigne

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 9, 2004, marked:

Settled and Discontinued

Record costs in the sum of $80.00 have been paid in full by Timothy G. Wojton, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of January A.D. 2004.

_____
William A. Shaw, Prothonotary