

01-101-00
THOMAS MATCHER et al -vs- JUSTIN HORCHEN et al

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT


DISTRICT JUSTICE JUDGMENT

46th

COMMON PLEAS No. 2001-101-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 HORCHEN DUSTIN ETAL IDBA HORCHEN'S CABINETRY		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 305 ASPEN WAY D		CITY DUBOIS	STATE PA
DATE OF JUDGMENT 12-19-00		ZIP CODE 15801	
IN THE CASE OF (Plaintiff) MAJHER THOMAS M. D/B/A BNT DECKS		(Defendant) HORCHEN DUSTIN ETAL IDBA HORCHEN'S CABINETRY	
CLAIM NO. CV 19 0000735-00 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

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

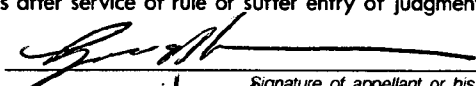
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon MAJHER, THOMAS M. D/B/A BNT. DECKS, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 2001-101-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To MAJHER, THOMAS M. D/B/A BNT DECKS, appellee(s).
Name of appellee(s)


Signature of appellant or his attorney or agent
Brunie Horchen

(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. 18, 19 2001


Signature of Prothonotary or Deputy

FILED

JAN 18 2001
0/4:00/MS
William A. Shaw
Prothonotary
80.-
BY HORCHEN

10/1

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

(This proof of service MUST BE FILED WITHIN TEN (10) 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) _____, ☐ 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____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **45-3-01**
 DJ Name: Hon.
PATRICK N. FORD
 Address: **109 NORTH BRADY STREET**
P.O. BOX 452
DUBOIS, PA
 Telephone: **(814) 371-5321** **15801**

BRONIE HORCHEN
305 ASPEN WAY
IDBA HORCHEN'S CABINETRY
DUBOIS, PA 15801

NOTICE OF JUDGMENT / TRANSCRIPT
CIVIL CASE

PLAINTIFF: **WATCHER, THOMAS M**
 NAME and ADDRESS
827 WHITE FARM ROAD
D/B/A/ BMT DEVELOPMENT
INDIANA, PA 15701
 VS.
 DEFENDANT: **HORCHEN, DUSTIN, ET AL.**
 NAME and ADDRESS
305 ASPEN WAY
IDBA HORCHEN'S CABINETRY
DUBOIS, PA 15801

Docket No.: **CV-0009735-00**
 Date Filed: **10/19/00**



THIS IS TO NOTIFY YOU THAT:

Judgment: **DEFAULT JUDGMENT PLTF**

☒ Judgment was entered for: (Name) **WATCHER, THOMAS M**

☒ Judgment was entered against: (Name) **HORCHEN, DUSTIN**

in the amount of \$ **6,293.81** on: (Date of Judgment) **12/19/00**

☐ 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	\$ 5,916.28
Judgment Costs	\$ 143.25
Interest on Judgment	\$ 234.28
Attorney Fees	\$.00
Total	\$ 6,293.81
Post Judgment Credits	\$
Post Judgment Costs	\$
Certified Judgment Total	\$

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.

12/19/00 Date **Patrick N. Ford** District Justice

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

My commission expires first Monday of January.

V

SEAL

01-101-60

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

(This proof of service MUST BE FILED WITHIN TEN (10) 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. 2001-101-CD, upon the District Justice designated therein on (date of service) 1-26-01, ☒ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19____ ☐ by personal service ~~_____~~ (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 1-26, 2001, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 26 DAY OF JANUARY, 2001

X [Signature]
Signature of affiant

Michael M. Myers
Notarial Seal
Signature of official Michael M. Myers, Notary Public
Sandy Twp., Clearfield County
My Commission Expires Nov. 29, 2004
Title of official Member, Pennsylvania Association of Notaries

My commission expires on _____, 19____

FILED

JAN 26 2001

m11-9

William A. Shaw

Prothonotary

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46**

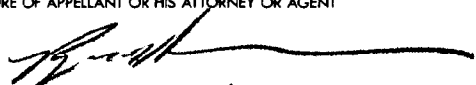
FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2001-101-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 HORCHEN DUSTIN ETAL IDBA HORCHEN'S CABINERY		MAG. DIST. NO. OR NAME OF D.J. 46-3-01	
ADDRESS OF APPELLANT 305 ASPEN WAY D		CITY DUBOIS	STATE PA
DATE OF JUDGMENT 12-9-00		IN THE CASE OF (Plaintiff) MAJCHER THOMAS M. D/B/A BNT DEV.	(Defendant) HORCHEN DUSTIN ETAL IDBA HORCHEN'S CABINERY
CLAIM NO. CV 19 0000735-00 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	

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

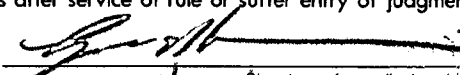
(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon MAJCHER, THOMAS M. D/B/A BNT. DEV., appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 2001-101-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To MAJCHER, THOMAS M. D/B/A BNT DEV., appellee(s).
Name of appellee(s)

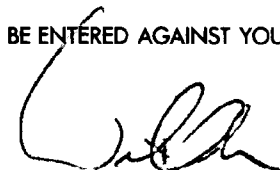

Signature of appellant or his attorney or agent
Brunie Horchen

(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. 18, 192001


Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JAN 18 2001

Attest.


Prothonotary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **109 NORTH BRADY STREET**

P.O. BOX 452

DUBOIS, PA

Telephone: **(814) 371-5321 15801**

PATRICK N. FORD
109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT CIVIL CASE

PLAINTIFF:

NAME and ADDRESS

MAJCHER, THOMAS M
827 WHITE FARM ROAD
D/B/A/ BNT DEVELOPMENT
INDIANA, PA 15701

VS.

DEFENDANT:

NAME and ADDRESS

HORCHEN, DUSTIN, ET AL.
305 ASPEN WAY
IDBA HORCHEN'S CABINTRY
DUBOIS, PA 15801

Docket No.: **CV-0000735-00**

Date Filed: **10/19/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

01-10-00

☒ Judgment was entered for: (Name) **MAJCHER, THOMAS M**

☒ Judgment was entered against: (Name) **HORCHEN, BRUNIE**

in the amount of \$ **6,293.81** on: (Date of Judgment) **12/19/00**

☐ 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: _____

FILED

FEB 01 2001

mp 12/08
William A. Shaw
Prothonotary

Amount of Judgment	\$ 5,916.28
Judgment Costs	\$ 143.25
Interest on Judgment	\$ 234.28
Attorney Fees	\$.00
Total	\$ 6,293.81
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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.

12/19/00 Date **Patrick N. Ford pnf**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

My commission expires first Monday of January,

Y

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA**

Telephone: **(814) 371-5321 15801**

**PATRICK N. FORD
109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**MAJCHER, THOMAS M
827 WHITE FARM ROAD
D/B/A/ BNT DEVELOPMENT
INDIANA, PA 15701**

VS.

DEFENDANT:

NAME and ADDRESS

**HORCHEN, DUSTIN, ET AL.
305 ASPEN WAY
IDBA HORCHEN'S CABINTRY
DUBOIS, PA 15801**

Docket No.: **CV-0000735-00**
Date Filed: **10/19/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

☒ Judgment was entered for: (Name) **MAJCHER, THOMAS M**

☒ Judgment was entered against: (Name) **HORCHEN, RYEN**

in the amount of \$ **6,293.81** on: (Date of Judgment) **12/19/00**

☐ 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.

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Amount of Judgment	\$ <u>5,916.28</u>
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Attorney Fees	\$ <u>.00</u>
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Post Judgment Costs	\$ _____
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Date:	Place:
Time:	

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12/19/00 Date **Patrick N. Ford pnf**, District Justice

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

_____, Date _____, District Justice

My commission expires first Monday of January,

Y

SEAL

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORDAddress: **109 NORTH BRADY STREET****P.O. BOX 452****DUBOIS, PA**Telephone: **(814) 371-5321 15801**

PATRICK N. FORD
109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA 15801

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

MAJCHER, THOMAS M
827 WHITE FARM ROAD
D/B/A/ BNT DEVELOPMENT
INDIANA, PA 15701

VS.

DEFENDANT:

NAME and ADDRESS

HORCHEN, DUSTIN, ET AL.
305 ASPEN WAY
IDBA HORCHEN'S CABINTRY
DUBOIS, PA 15801

Docket No.: **CV-0000735-00**Date Filed: **10/19/00****THIS IS TO NOTIFY YOU THAT:**

Judgment:

DEFAULT JUDGMENT PLTF☒ Judgment was entered for: (Name) **MAJCHER, THOMAS M**☒ Judgment was entered against: (Name) **HORCHEN, DUSTIN**in the amount of \$ **6,293.81** on: (Date of Judgment) **12/19/00**☐ 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	\$ <u>5,916.28</u>
Judgment Costs	\$ <u>143.25</u>
Interest on Judgment	\$ <u>234.28</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>6,293.81</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
Certified Judgment Total	\$ _____

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.

12/19/00 Date *Patrick N. Ford* **PNF**, District Justice

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

_____, Date _____, District Justice

My commission expires first Monday of January,

Y

SEAL

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

NOTICE TO DEFEND

TO: THE DEFENDANTS:

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney; and filing in writing, with the Court, your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you; and a 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.

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone: (814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

COMPLAINT

AND NOW, comes the Plaintiff, **THOMAS M. MAJCHER, d/b/a BNT DEVELOPMENT**, by and through his Attorney, Geoffrey D. Kugler, Esquire, and files this Complaint against the Defendants, whereof the following are statements:

1. The Plaintiff, Thomas M. Majcher, is an individual, d/b/a BNT Development, located at 827 White Farm Road, Indiana, Pennsylvania 15701.
2. The Defendants, Dustin Horchen, Brunie Horchen and Ryan Horchen, are individuals, d/b/a Horchen's Cabinetry, a Pennsylvania Partnership, located at 305 Aspen Way, DuBois, Pennsylvania 15801.
3. Plaintiff and Defendants were introduced in November of 1999 by Rich Chura, a common acquaintance. At this time, Defendants were informed that Plaintiff provided business and management consulting.
4. On January 21, 2000, during a conference call at Rich Chura's office, Defendant, Ryan Horchen, informed Plaintiff that the Defendants wished to retain Plaintiff's services as a consultant.

5. On or about February 1, 2000, Plaintiff reviewed engagement terms with Defendant, Ryan Horchen. Said Defendant informed Plaintiff that he and his partners wanted to utilize and pay for Plaintiff's services.

6. On or about February 7, 2000, Plaintiff executed a Management Consulting Agreement ("Agreement"), and sent the Agreement to the Defendants. Said Agreement is attached hereto as Exhibit "A" and incorporated herewith. According to the Agreement, Plaintiff would be compensated at \$100.00 per hour, would send biweekly invoices to Defendants, would provide consulting services to Defendants, but would not guarantee any results to Defendants.

7. On or about February 7, 2000, Plaintiff and Defendants met at Defendants' plant. At this meeting, the Plaintiff reviewed the status of the company accounts, order books, operations and bankruptcy.

8. Between February 7, 2000 and March 9, 2000, Plaintiff performed services for Defendants. Plaintiff prepared a detailed business plan, distributed plan to possible investors and also contacted financial institutions and other possible investors in an attempt to raise capital, an outlined need of Defendants. Plaintiff worked a total of 60 hours during this time. Defendants were not billed for any time after March 9, 2000.

9. On April 6, 2000, Plaintiff arranged a meeting between Babcock Lumber, a possible investor, and the Defendants. After this meeting, Babcock Lumber expressed interest in a possible investment in Horchen's Cabinetry, but Defendants declined Babcock's potential investment.

10. On April 10, 2000, Defendants contacted the Plaintiff by telephone in West Palm Beach, Florida. Defendants requested extra copies of the business plan that Plaintiff had prepared. The copies were to be distributed at a meeting between the Defendants and the Mayor of DuBois, Pennsylvania. Plaintiff sent said copies.

11. The business plan prepared by the Plaintiff was ultimately used by the Defendants in a meeting with NorCam, a public funding agency. The Defendants eventually were granted a loan by NorCam.

12. Plaintiff sent three biweekly invoices to Defendants as indicated in the Agreement. Defendants were to remit payment within 10 days of the invoice. Defendants repeatedly informed Plaintiff that they would pay him for his time, but to date have not made any payments.

COUNT I - BREACH OF CONTRACT

13. Plaintiff hereby incorporates by reference all averments in Paragraphs 1 through 12 of the Complaint as though full set forth.

14. The Defendants accepted the Agreement by not objecting to its terms and subsequently asking for and accepting Plaintiff's services.

15. Plaintiff seeks damages for breach of the Agreement, due to nonpayment by the Defendants.

WHEREFORE, Plaintiff seeks damages of the Defendants in an amount of \$6,000.00, plus interest, costs and attorney fees to recover for which this suit is brought.

COUNT II- QUANTUM MERIT

16. Plaintiff hereby incorporates by reference all averments in Paragraphs 1 through 15 of the Complaint as though fully set forth.

17. Plaintiff provided a benefit to the Defendants in that he put them in contact with investors and created a business plan for Defendants that they used to acquire investments.

18. Defendants had knowledge that Plaintiff was providing such service and often spoke with the Plaintiff regarding his services.

19. Defendants utilized the services of the Plaintiff by using his business plan and requesting additional copies from the Plaintiff for meetings that Plaintiff was unable to attend.

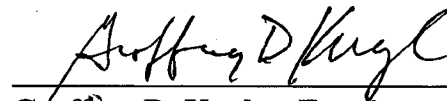
20. Plaintiff's efforts have resulted in the Defendants' acquisition of capital and/or investment in their business.

21. Defendants have not compensated the Plaintiff for his services.

22. If Defendants are not required to compensate the Plaintiff for his time and services, Defendants will be unjustly enriched.

WHEREFORE, Plaintiff seeks damages of the Defendants in an amount of \$6,000.00, plus interest, costs and attorney fees, to recover for which this suit is brought.

Respectfully submitted,



Geoffrey D. Kugler, Esquire
Attorney for Plaintiff
134 South 7th Street
Indiana, PA 15701
(724) 357-6800
Pa. ID #85126

VERIFICATION .

I hereby verify that the statements made in this Complaint 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.

Dated: 21 February, 2001

Thomas M. Majcher
Thomas M. Majcher

MANAGEMENT CONSULTING AGREEMENT

Thomas M. Majcher, d.b.a. BNT Development, referred to as CONSULTANT, and Horchen's Cabinetry and Fine Woodworking, a Pennsylvania partnership, referred to as EMPLOYER, agree:

CONSULTANT shall provide management consulting services to EMPLOYER, beginning on February 1, 2000, and ending on January 31, 2001, unless earlier terminated as is provided for herein.

This agreement may be extended for successive one-year terms upon written agreement of CONSULTANT and EMPLOYER.

EMPLOYER agrees that it shall reasonably cooperate with CONSULTANT in the provision of information required by the CONSULTANT.

CONSULTANT shall provide his best efforts consistent with the stated goals of the EMPLOYER. However, CONSULTANT cannot guarantee any particular result due to the EMPLOYER'S ultimate control of the company and staff.

EMPLOYER shall make key personnel available to the CONSULTANT as reasonably required for CONSULTANT to perform his duties.

CONSULTANT shall be available for telephone review of any matters related to this agreement at reasonable times.

CONSULTANT shall provide periodic written reports to EMPLOYER, as reasonably requested by EMPLOYER.

CONSULTANT shall be compensated as follows: initially, an hourly rate of \$100.00 for each hour, or fraction thereof, that CONSULTANT spends performing his duties for or in behalf of EMPLOYER. The hourly rate shall increase to \$150.00 for each hour, or fraction thereof, on June 1, 2000 and continue at the adjusted rate for the term of this AGREEMENT.

CONSULTANT shall travel to EMPLOYER'S properties and other locations as reasonably required during the term of this agreement. The purpose and dates for any necessary travel shall be agreed upon by the parties prior to such travel. CONSULTANT shall be reimbursed for reasonable expenses including travel, meals, lodging, entertainment and other customary expenses necessary for the performance of duties.

CONSULTANT shall submit invoices to EMPLOYER twice monthly (typically on the 15th and last business days of the month) for billable time and expenses for the preceding two week period. EMPLOYER shall remit payment within ten calendar days after the date of such invoice.

The principal of the firm who shall provide the major portion of the services shall be Thomas M. Majcher unless otherwise agreed.

Either party may terminate this agreement on 30 days notice for a material breach of the contract, or, on 60 days notice without cause.

CONSULTANT may not advertise the fact of this consulting agreement without the prior consent of the EMPLOYER.

The parties may from time to time exchange confidential business information such as business plans, marketing data and financial data. As to such information neither party shall disclose the same, unless the information becomes part of the public domain without the fault of either party, or was known to the party prior to the execution of this agreement.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that this Agreement and the rights and obligations hereunder shall not be assignable by either party without the prior written consent of the other party, which written consent shall not be unreasonably withheld.

This is the entire agreement between the parties and may not be altered except in writing by an instrument executed by duly authorized representatives of the parties.

Dated: _____

Thomas M. Majcher, d.b.a. BNT Development

Witness

Horchén's Cabinetry and Fine Woodworking

Witness

IN THE COURT OF COMMON PLEAS
CLEARFIELD COUNTY, PA
Civil Action - Law
No. 2001-101-CD

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

COMPLAINT

FILED

FEB 23 2001

M/2006/5-c atty Kugler
William A. Shaw
Prothonotary

GEOFFREY D. KUGLER

~~JAMES X X X X X X X X X X~~

ATTORNEY AT LAW

134 SOUTH SEVENTH STREET

INDIANA, PENNSYLVANIA 15701

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

: TYPE OF PLEADING:
: AFFIDAVIT OF SERVICE

: FILED ON BEHALF OF:
: Plaintiff

: COUNSEL OF RECORD FOR THIS PARTY:

: Geoffrey D. Kugler, Esquire
: Pa ID #85126

: HANDLER & NICELY
: 134 South Seventh Street
: Indiana, PA 15701
: (724) 357-6800

FILED

MAR 23 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

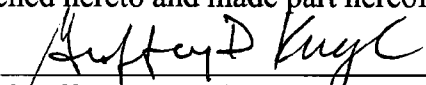
AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

:SS.

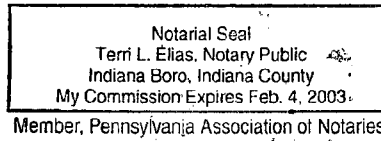
COUNTY OF INDIANA

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared GEOFFREY D. KUGLER, Esquire, who having been first duly sworn according to law, deposes and says that certified true and correct copies of the Complaint were served as provided by Pennsylvania Rules of Civil Procedure upon Dustin Horchen, Brunie Horchen, Ryan Horchen, and Horchen's Cabinetry, Defendants, on February 27, 2001, at the mailing address of 305 Aspen Way, DuBois, Pennsylvania 15801, by Certified Mail Article Nos. 7099 3400 0015 3634 1100, 7099 3400 0015 3634 1094, 7099 3400 0015 3634 1087, and 7099 3400 0015 3634 1070 respectively, sent certified mail, return receipt requested and postage prepaid, the same having been received by and signed for by said Defendants. Proof thereof is had by the signed return receipt cards which are attached hereto and made part hereof.


Geoffrey D. Kugler, Esquire (SEAL)

Sworn and subscribed to before me this 1st day of March, 2001.

Terri L. Elias (SEAL)
Notary Public



U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
No. 2001-101-CD (GDK) Complaint	
Postage	\$.76
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.16
Postmark Here 2126101	
Recipient's Name (Please Print Clearly) (to be completed by mailer) Dustin Horchen Street, Apt. No., or PO Box No. 305 Aspen Way City, State, ZIP+4 DuBois, PA 15801	
PS Form 3800, February 2000 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	A. Received by (Please Print Clearly) RYAN HORCHEN B. Date of Delivery 2-27 C. Signature [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:
1. Article Addressed to: DUSTIN HORCHEN 305 ASPEN WAY DUBOIS PA 15801	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
2. Article Number (Copy from service label) 7099 3400 0015 3634 1100	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PS Form 3811, July 1999 Domestic Return Receipt 102595-00-M-0952	

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
No. 2001-101-CD (GDK) Complaint	
Postage	\$.76
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.16
Recipient's Name (Please Print Clearly) (to be completed by mailer) Brunie Horchen Street, Apt. No., or PO Box No. 305 Aspen Way City, State, ZIP+4 DuBois, PA 15801	
PS Form 3800, February 2000 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> 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. 	A. Received by (Please Print Clearly) <u>RYAN HOREN</u> B. Date of Delivery <u>2-2</u> C. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No
1. Article Addressed to: <div style="border: 1px solid black; padding: 5px; text-align: center;"> BRUNIE HORCHEN 305 ASPEN WAY DUBOIS PA 15801 </div>	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Copy from service label) <u>7099 3400 0015 3634 1094</u>	

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

No. 2001-101-CD (GDK) Complaint

Postage	\$.76	Postmark Here 2/26/01
Certified Fee	1.90	
Return Receipt Fee (Endorsement Required)	1.50	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.16	

Recipient's Name (Please Print Clearly) (to be completed by mailer)
 Ryan Horchen
 Street, Apt. No., or PO Box No.
 305 Aspen Way
 City, State, ZIP+4
 DuBois, PA 15801

PS Form 3800, February 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>RYAN HORCHEN 305 ASPEN WAY DUBOIS PA 15801</p> <p>2. Article Number (Copy from service label) 7099 3400 0015 3634 1087</p>	<p>A. Received by (Please Print Clearly) RYAN M HORCHEN B. Date of Delivery 2/27</p> <p>C. Signature [Signature] <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
No. 2001-101-CD (GDK) Complaint	
Postage	\$.76
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.16
Recipient's Name (Please Print Clearly) (to be completed by mailer) Horchen's Cabinetry Street, Apt. No., or PO Box No. XX 305 Aspen Way City, State, ZIP+4 DuBois, PA 15801	
PS Form 3800, February 2000 (See Reverse for Instructions)	

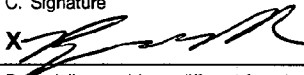
SENDER: COMPLETE THIS SECTION

- 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:

HORCHEN'S CABINETRY
305 ASPEN WAY
DUBOIS PA 15801

COMPLETE THIS SECTION ON DELIVERY

- | | |
|--|------------------------------------|
| A. Received by (Please Print Clearly)
RYAN H. HOPKINS | B. Date of Delivery
5-27 |
| C. Signature
 | |
| <input type="checkbox"/> Agent
<input checked="" type="checkbox"/> Addressee | |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes | |
| If YES, enter delivery address below: <input type="checkbox"/> No | |

3. Service Type
- | | |
|--|---|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

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

2. Article Number (Copy from service label)

7099 3400 0015 3634 1070

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
Civil Action - Law
No. 2001-101-CD

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE HORCHEN,
RYAN HORCHEN, i/d/b/a
HORCHEN'S CABINETRY,

Defendants.

AFFIDAVIT OF SERVICE

FILED^{NO}
MAR 15 2001
MAF 75 2001
CC
823

William A. Shaw
Prothonotary

GEOFFREY D. KUGLER

~~JAMES XXXXXXXX~~

ATTORNEY AT LAW

134 SOUTH SEVENTH STREET

INDIANA, PENNSYLVANIA 15701

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN, and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

: TYPE OF PLEADING:
: IMPORTANT NOTICE

: FILED ON BEHALF OF:
: Plaintiff

: COUNSEL OF RECORD FOR THIS PARTY:

: Geoffrey D. Kugler, Esquire
: Pa ID #85126

: HANDLER, NICELY AND KUGLER
: 134 South Seventh Street
: Indiana, PA 15701
: (724) 357-6800

FILED

MAR 23 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

**TO: DUSTIN HORCHEN, BRUNIE HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY**

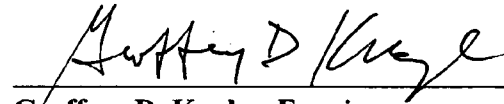
DATE OF NOTICE: MARCH 21, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR

CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND
OUT WHERE YOU CAN GET LEGAL HELP:

David S. Meholick, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
Telephone: (814) 765-2641, Ext. 5982



Geoffrey D. Kugler, Esquire
Attorney for Plaintiff
134 South Seventh Street
Indiana, PA 15701
(724) 357-6800
PA ID #85126

FILED

MAR 23 2001

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1715611000
William A. Shaw
Prothonotary

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

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff

VS.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants

: NO. 2001 - 101 - C.D.

:
: TYPE OF CASE: CIVIL

:
: TYPE OF PLEADING:
: ANSWER

:
: FILED ON BEHALF OF: DEFENDANTS

:
: COUNSEL OF RECORD FOR
: THIS PARTY:
: BENJAMIN S. BLAKLEY, III

:
: SUPREME COURT NO.: 26331

:
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371 - 2730

FILED

APR 03 2001

William A. Shaw
Prothonotary

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

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff

VS.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants

NO. 2001 - 101 - C.D.

ANSWER

AND NOW, come the Defendants, **DUSTIN HORCHEN, BRUNIE HORCHEN and RYAN HORCHEN, i/d/b/a HORCHEN'S CABINETRY**, by and through their attorneys, BLAKLEY, JONES & MOHNEY, and answers Plaintiff's Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.

5. It is admitted that on or about February 1, 2000, that Plaintiff reviewed the terms of his proposed employment with Defendant Ryan Horchen. It is further admitted that the Defendants indicated to the Plaintiff that they would be willing to pay for the Plaintiff's services if the Plaintiff was able to locate funding for the Defendants' various projects and only upon such occurrence.

6. Admitted, however, the Defendants never executed said Agreement and did not agree with the terms contained within the said Agreement.

7. Admitted.

8. After reasonable investigation, the Defendants are without knowledge or information to form a belief as to the truth of the covenants contained within paragraph 8 of Plaintiff's Complaint and therefore denies the same and demands strict proof thereof at trial.

9. It is admitted that the Plaintiff arranged a meeting between Babcock Lumber Company and the Defendants, however, it is denied that Babcock Lumber at any time expressed an interest in possible investment or that the Defendants declined Babcock's potential investment and on the contrary it is averred that Babcock Lumber Company indicated that they were not interested in investing in the Defendant's business at the time that Babcock Lumber Company met with the Defendants and therefore no offer was presented for the Defendants to decline.

10. Admitted.

11. Admitted.

12. It is admitted that Plaintiff sent three (3) by-weekly invoices to the Defendants. However, it is denied that the Defendants informed the Plaintiff that they would pay him for his time and on the contrary it is averred that the Plaintiffs informed the Defendant that they would pay him for the preparation of his business planner but demanded proof of the services that the Plaintiff performed over and above the preparation of the business planner but to date the Defendant has failed to provide any proof of the services that he has allegedly performed on behalf of the Plaintiffs and for which he has billed the Plaintiffs.

COUNT I - BREACH OF CONTRACT

13. Requires no answer.

14. It is denied that the Defendants accepted the Agreement by not objecting to its terms and subsequently asking for and accepting the Plaintiff's services and on the contrary, it is averred that the Defendant at no time accepted the Agreement as shown by the unexecuted Agreement attached to Plaintiff's Complaint as Exhibit "A".

15. The allegations contained within paragraph 15 do not contain averments of fact and, therefore, require no answer.

WHEREFORE, Defendants respectfully request the Plaintiff's Complaint be dismissed and that judgment be entered in favor of Defendants on Count I of Plaintiff's claim.

COUNT II - QUANTUM MERIT

16. Requires no answer.

17. It is admitted that the Plaintiff created a business plan for the Defendants. However, it is denied that the Plaintiff provided any further benefit to the Defendants by putting them in contact with investors or that the Defendants used the business plan to acquire investments and on the contrary, it is averred that the Plaintiff, to the Defendants' best knowledge and belief, merely contacted one (1) investor who showed no interest in investing in the Plaintiff's business.

18. It is denied that the Defendants had any knowledge of the work the Plaintiff was providing or that the Plaintiff often spoke with the Defendants regarding his services and on the contrary it is averred that the Defendants had little knowledge of the efforts that Defendant was

making in securing investors for the Defendants and, in fact, the Defendants were forced to use their own efforts to try to secure investors and financing without the help of the Plaintiff.

19. Admitted.

20. It is admitted that the Defendants have used the business plan compiled by the Plaintiff in their acquisition of financing for their business purposes, however, it is further averred that because of the lack of efforts of the Plaintiff in attempting to secure capital or other investment in their business, the Defendants were forced to make their own contacts with potential investors and financing sources without any help whatsoever from the Plaintiff.

21. It is admitted that the Defendants have not compensated the Plaintiff for his services. However, it is further averred that the Plaintiff has failed to provide the services to the Defendants for which he has charged the Defendants and for which the Defendants would be obligated to pay to the Plaintiff.

22. It is denied that if the Defendants are not required to compensate the Plaintiff for his time and services, Defendants would be unjustly enriched and on the contrary it is averred that the Plaintiff provided few services for the Defendants and did not provide the services to the Defendants which were promised to the Defendants by the Plaintiff all of which caused the Defendants to be required to expend their own time and efforts to secure potential investors in financing. It is further averred that to require the Defendants to pay the Plaintiff would cause the Plaintiff to be unjustly enriched at the expense of the Defendants.

WHEREFORE, Defendants respectfully request that Plaintiff's Complaint be dismissed and that judgment be entered in favor of the Defendants on Count II of Plaintiff's claim.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY: 

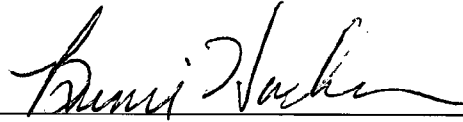
Benjamin S. Blakley, III, Esquire
Attorney for Defendants

I 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.A. Section 4904, relating to unsworn falsification to authorities.

HORCHEN'S CABINETRY

DATE: _____

4-2-01

A handwritten signature in cursive script, appearing to read 'Brunie Horchen', written over a horizontal line.

By: **BRUNIE HORCHEN, Partner**

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

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff

VS.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants

NO. 2001 - 101 - C.D.

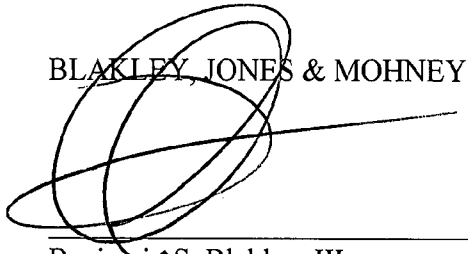
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendants' Answer to Plaintiff's Complaint was served upon Plaintiff's counsel on this 7 day of April, 2001, by First Class, United States Mail, postage prepaid, addressed as follows:

Geoffrey D. Kugler, Esquire
Handler & Nicely
134 South Seventh Street
Indiana, PA 15701

BLAKLEY, JONES & MOHNEY

By


Benjamin S. Blakley, III
Attorney for Defendants

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 2001 - 101 - C.d.

THOMAS R. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff

VS.

DUSTIN HORCHEN, BRUNIE HORCHEN
and RYAN HORCHEN, i/d/b/a
HORCHEN's CABINETRY,

Defendants

ANSWER

FILED

APR 03 2001

012143/1cc. atty Blakley
William A. Shaw
Prothonotary

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

: TYPE OF PLEADING:
: PRAECIPE FOR ARBITRATION

: FILED ON BEHALF OF:
: Plaintiff

: COUNSEL OF RECORD
: FOR THIS PARTY:

: Geoffrey D. Kugler, Esquire
: Pa ID #85126

: NICELY AND KUGLER
: 134 South Seventh Street
: Indiana, PA 15701
: (724) 357-6800

FILED

AUG 15 2001

William A. Gray
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

PRAECIPE FOR ARBITRATION

TO: WILLIAM SHOW, PROTHONOTARY, CLEARFIELD COUNTY:

Kindly place the above captioned matter on the next Arbitration List.

Respectfully submitted,

Date: August 13, 2001

Geoffrey D. Kugler
Geoffrey D. Kugler, Esquire
Attorney for Plaintiff
134 South Seventh Street
Indiana, PA 15701
(724) 357-6800
Pa. ID #85126

FILED

AUG 15 2001
m/12:45/m
William A. Shaw
Prothonotary

(Handwritten initials)

1 copy to 20--
ATTY
+
copy to C/A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

: TYPE OF PLEADING:
: CERTIFICATE OF READINESS

: FILED ON BEHALF OF:
: Plaintiff

: COUNSEL OF RECORD
: FOR THIS PARTY:

: Geoffrey D. Kugler, Esquire
: Pa ID #85126

: NICELY AND KUGLER
: 134 South Seventh Street
: Indiana, PA 15701
: (724) 357-6800

FILED

AUG 15 2001

William A. Shaw
Prothonotary

0

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

CERTIFICATE OF READINESS

I hereby certify that:

1. All pleadings have been completed;
2. All pretrial discovery procedure has been completed;
3. All expert witness reports have been completed and exchanged between the parties; and,
4. This case is ready for trial.

Type of Trial: Jury _____ Nonjury _____ Arbitration X

Estimated Trial Time: 1 - 2 Hours



Signature

August 13, 2001

Date

Plaintiff's Attorney
Name: Geoffrey D. Kugler, Esquire
Address: 134 South 7th Street
Indiana, PA 15701

Defendants' Attorney
Name: Benjamin S. Blakley, III, Esquire
Address: 90 Beaver Drive, Box 6
DuBois, PA 15801

FILED

AUG 15 2001

W 12:45 (W)
William A. Shaw
Prothonotary

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COPY TO C/N

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

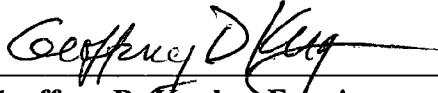
No. 2001-101-CD

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of August, 2001, true and correct copies of the foregoing Certificate of Readiness and Praeipe for Arbitration were served upon the person listed below by first class mail to the address listed below:

Benjamin S. Blakley, III, Esquire
Attorney for Defendants
90 Beaver Drive, Box 6
DuBois, PA 15801

IN WITNESS WHEREOF, I have signed this Certificate of Service this 13th
day of August, 2001.


Geoffrey D. Kugler, Esquire
Attorney for Plaintiff

FILED

AUG 15 2001

William A. Shaw
Prothonotary

FILED

AUG 15 2001

m/123456789

William A. Shaw

Prothonotary

(ENT TO BNY

EW



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~6669~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

November 6, 2001

Geoffrey D. Kugler, Esquire
Nicely and Kugler
134 South Seventh Street
Indiana, PA 15701

Benjamin S. Blakley, Esquire
Blakley, Jones & Mohny
90 Beaver Drive, Box 6
DuBois, PA 15801

RE: THOMAS M. MAJCHER, al
vs.
DUSTIN HORCHEN, al
No. 01-101-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Monday, January 14, 2002**. The following have been appointed to the Board of Arbitrators:

Thomas F. Morgan, Esquire
Michael P. Yeager, Esquire
Gary A. Knaresboro, Esquire
Michael S. Marshall, Esquire
Lee Ann Heltzel, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

You will be notified at a later date the exact time of the Arbitration Hearing.

FILED

NOV 20 2001

William A. Shaw
Prothonotary

Very truly yours,

Marcy Kelley
Marcy Kelley
Deputy Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~2222~~ 7644

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

November 19, 2001

Geoffrey D. Kugler, Esquire
Nicely and Kugler
134 South Seventh Street
Indiana, PA 15701

Benjamin S. Blakley, Esquire
Blakley, Jones & Mohnney
90 Beaver Drive, Box 6
DuBois, PA 15801

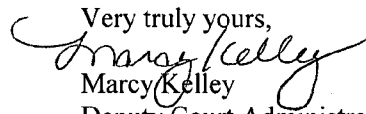
RE: THOMAS M. MAJCHER, al
vs.
DUSTIN HORCHEN, al
No. 01-101-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Monday, January 14, 2002 at 1:00 P.M.** The following have been appointed as Arbitrators:

Michael P. Yeager, Esquire, Chairman
Gary A. Knaresboro, Esquire
Michael S. Marshall, Esquire

Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the Scheduled Arbitration. The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators. For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

Very truly yours,

Marcy Kelley
Deputy Court Administrator

cc: Michael P. Yeager, Esquire
Gary A. Knaresboro, Esquire
Michael S. Marshall, Esquire

SD
FILED *NB*
ce
01:05:44
NOV 20 2001
William A. Shaw
Prothonotary

NICELY AND KUGLER

ATTORNEYS AT LAW
134 SOUTH SEVENTH STREET

JAMES K. NICELY
GEOFFREY D. KUGLER

INDIANA, PENNSYLVANIA 15701

PHONE NUMBER
724-357-6800
FAX NUMBER
724-357-6805

December 28, 2001

Marcy Kelley
Deputy Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Arb 1-14-02

Re: Majcher v. Horchen's Cabinetry
No. 2001-101-CD

Dear Marcy:

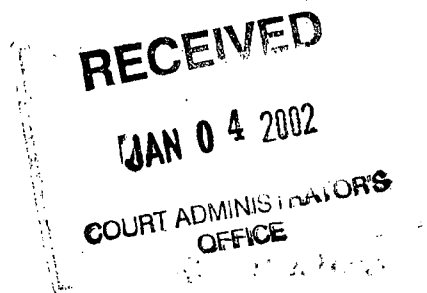
Enclosed please find my Pre-Arbitration Memorandum in the above captioned case.

Very truly yours,



Geoffrey D. Kugler

GDK:tle
enclosure



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

TYPE OF PLEADING:
PRE-ARBITRATION MEMORANDUM

FILED ON BEHALF OF:
Plaintiff

COUNSEL OF RECORD
FOR THIS PARTY:

Geoffrey D. Kugler, Esquire
Pa ID #85126

NICELY AND KUGLER
134 South Seventh Street
Indiana, PA 15701
(724) 357-6800

RECEIVED

JAN 04 2002

**COURT ADMINISTRATORS
OFFICE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

PRE-ARBITRATION MEMORANDUM

A. STATEMENT OF THE CASE

In November of 1999, Thomas M. Majcher, d/b/a BNT Development ("Plaintiff"), was introduced to Ryan Horchen, an agent of Horchen's Cabinetry ("Defendant"), with regard to some financial problems that Defendant was having. In January and February of 2000, Ryan Horchen discussed with Plaintiff the Defendant's desire to retain his services. Plaintiff reviewed his engagement terms with Mr. Horchen, who continually informed Plaintiff that Defendant was both willing and able to meet the discussed terms.

On or about February 10, 2000, Plaintiff executed a Management Consulting Agreement ("Agreement") and forwarded the Agreement to the Defendant. At no time during the Plaintiff's work for the Defendant were the terms of the Agreement objected to. Plaintiff performed services for the Defendant over the next two months. Included in these services was contacting of potential investors, banks and the preparation of a business plan that would allow the Defendant to attract investors on its own. Plaintiff accepted these services, met with many possible investors and distributed several copies of the business plan.

Plaintiff billed for a total of 59 hours and sent Defendant invoices for his services, but said invoices have never been paid. To this day, Defendant has still made not payments to Plaintiff for his services.

B. THEORY OF THE CASE

Breach of Contract.

Quantum Merit.

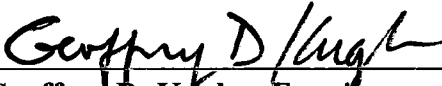
C. WITNESSES

Thomas Majcher.

Ryan Horchen.

D. Plaintiff claims damages in the amount of the invoices (\$5,916.22), plus interest from February 2000, the date of the initial work performed and invoice sent.

Respectfully submitted,



Geoffrey D. Kugler, Esquire
Attorney for Plaintiff
134 South 7th Street
Indiana, PA 15701
(724) 357-6800
Pa. ID #85126

BLAKLEY, JONES & MOHNEY

*Attorneys and Counselors at Law
90 Beaver Drive, Box 6
Du Bois, Pennsylvania 15801*

January 2, 2002

*Telephone (814) 371-2730
Fax (814) 375-1082*

*Benjamin S. Blakley, III
Christopher E. Mohney*

Marcy Kelley
Deputy Court Administrator
Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830

Drb 1-14-02

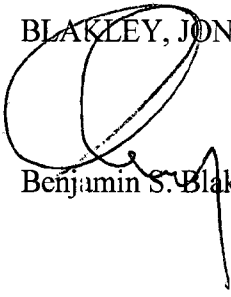
**Re: Thomas M. Majcher, al
Vs. Dustin Horchen, al
No. 01-101-C.D.**

Dear Marcy:

Pursuant to Local Rule 1306A, enclosed please find Defendants' original Pre-Trial Statement in the above-captioned matter. By copy of this letter, I am forwarding true and correct copies of the same to Plaintiff's counsel and to each member of the Board of Arbitrators.

Very truly yours,

BLAKLEY, JONES & MOHNEY


Benjamin S. Blakley, III

BSB:djf
Enclosure

cc: Geoffrey D. Kugler, Esquire (w/enc.)
Michael P. Yeager, Esquire (w/enc.)
Gary A. Knaresboro, Esquire (w/enc.)
Michael S. Marshall, Esquire (w/enc.)
Horchen's Cabinetry (w/enc.)

RECEIVED

JAN 0 - 2002

**COURT ADMINISTRATORS
OFFICE**



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

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff

VS.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants

: NO. 2001 - 101 - C.D.

:
: TYPE OF CASE: CIVIL

:
: TYPE OF PLEADING:
: PRE-TRIAL STATEMENT

:
: FILED ON BEHALF OF: DEFENDANTS

:
: COUNSEL OF RECORD FOR
: THIS PARTY:
: BENJAMIN S. BLAKLEY, III

:
: SUPREME COURT NO.: 26331

:
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371 - 2730

RECEIVED

JAN 0 - 2002

COURT ADMINISTRATORS
OFFICE

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

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff

VS.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants

NO. 2001 - 101 - C.D.

PRE-TRIAL STATEMENT

AND NOW, come the Defendants, **DUSTIN HORCHEN, BRUNIE HORCHEN and RYAN HORCHEN, i/d/b/a HORCHEN'S CABINETRY**, by and through their attorneys, **BLAKLEY, JONES & MOHNEY**, who files the within Pre-Trial Statement and in support thereof, avers the following:

I. BRIEF STATEMENT OF THE CASE

The Defendants are partners in Horchen's Cabinetry and Fine Woodworking located at 305 Aspen Way, Du Bois, Clearfield County, Pennsylvania. The Defendants are engaged in the construction of wooden cabinets and other wooden trim products. The Plaintiff Thomas M. Majcher, d/b/a BNT Development represented himself to the Defendants as a business consultant who could provide management consulting services to the Defendants and aid them in securing investors and other financial help to the Defendants in the furtherance of their business.

Early in January 2000, the Plaintiff and Defendants orally agreed that the Plaintiff would provide business counseling services to the Defendants and would attempt to secure investors and other financing on behalf of the Defendants and would be compensated at the rate of One Hundred Dollars (\$100.00) per hour provided that the Plaintiff provide positive results in attempting to locate financial backers for the Defendants' business. The Plaintiff presented the Defendants with a written Management Consulting Agreement, which has been listed as Exhibit A on the Plaintiff's Complaint. The Defendants refused to execute the said Agreement, as the Plaintiff's proposed Agreement did not provide guarantees of positive results as had been discussed by the parties. In furtherance of the parties' oral agreement. The Plaintiff prepared a business plan on behalf of the Plaintiff which was subsequently used by the Plaintiff in attempting to secure financing. The Defendants then provided the Plaintiff with names of several possible investors, none of whom expressed interest in investing in the Defendants' business. The Plaintiff further made limited attempts to contact other investors and other persons or organizations interested in financing the operations of the Defendants, including Babcock Lumber Company of Pittsburgh, Pennsylvania, however, none of the contacts made by the Plaintiff at the Defendants' suggestion indicated an interest in investing in the Defendants' business. The Defendants, on their own, contacted an alternative source of financing through NorCam, a public funding agency without the assistance of the Plaintiff. No other work was performed by the Plaintiff on behalf of the Defendants.

The Defendants at all times have been willing to pay for the preparation of the business plan and for the time that Plaintiff spent in meetings with the Defendants. However, the Defendants have denied that the Plaintiff is entitled to any further compensation, as the Plaintiff was unable to successfully secure any investors or financing opportunities on behalf of the Defendants, as had been

agreed upon by the parties.

II. APPLICABLE STATUTES OR CASES

None.

III. WITNESSES

The Defendants may call the following witnesses at the scheduled arbitration hearing.

1. Brunie Horchen
2. Ryan Horchen

Defendants reserve the right to call additional witnesses with adequate notice given to Plaintiff and the Court.

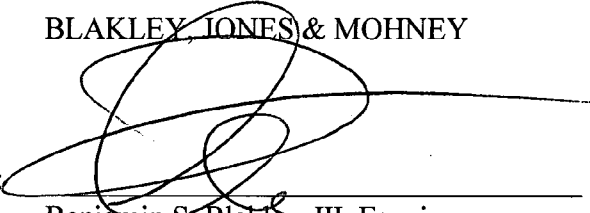
**IV. STATEMENT OF DAMAGES AND COPIES OF THOSE BILLS WHICH
THE DEFENDANTS INTEND TO OFFER**

None.

Respectfully submitted,

BLAKLEY, IONES & MOHNEY

BY:


Benjamin S. Blakley, III, Esquire

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

No. 01-101-C.D.

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants

PRE-TRIAL STATEMENT

LAW OFFICES
BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

LAW OFFICES
COLAVECCHI RYAN & COLAVECCHI

JOSEPH COLAVECCHI
JOHN R RYAN
PAUL COLAVECCHI

221 EAST MARKET STREET
(Across from Courthouse)
P.O. BOX 131
CLEARFIELD, PENNSYLVANIA 16830
(814) 765-1566

FAX
(814) 765-4570

January 2, 2002

David S. Meholick
Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

Arb 1-14-02

In Re: Nationwide Insurance Company vs.
Allied Systems, Ltd., et al; No. 01-748-CD

Dear Mr. Meholick:

Enclosed please find the Pre-Trial (Arbitration) Memorandum of Plaintiff with regard to the above-captioned action.

A copy of said Memorandum has been served on opposing Counsel and Arbitrators.

RECEIVED

JAN 04 2002

COURT ADMINISTRATOR'S
OFFICE

Sincerely yours,

Paul Colavecchi
Paul Colavecchi

PC:lz
Enclosure

cc: John T. Pion, Esquire
John W. Burns, Esquire
Gary A. Knaresboro, Esquire
Michael P. Yeager, Esquire

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

NATIONWIDE INSURANCE COMPANY, As :
Subrogee of RUSSELL E. PERKS, JR. :
and SANDRA L. PERKS, :
Plaintiffs :

vs. :

No. 2001 - 00748 - CD

ALLIED SYSTEMS, LTD., a Limited :
Partnership, ALLIED AUTOMOTIVE :
GROUP, INC., General Partner of :
ALLIED SYSTEMS, LTD. and DONALD L. :
THORNE, :
Defendants :

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JAN 04 2002

COURT ADMINISTRATOR'S
OFFICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 2, 2001, a true and correct copy of Plaintiff's Pre-Trial (Arbitration) Memorandum in the above matter was served on the following by depositing said copy in the United States Mail, first class, postage prepaid and addressed as follows:

Michael P. Yeager, Esquire
Attorney at Law
P.O. Box 752
Clearfield, PA 16830

Gary Knaresboro, Esquire
Sobel, Collins & Knaresboro
218 South Second Street
Clearfield, PA 16830

John T. Pion, Esquire
Dickie, McCamey & Chilcote
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

John W. Burns, Esquire
Dickie, McCamey & Chilcote
Two PPG Place, Suite 400
Pittsburgh, PA 15222-5402

DATE: 1-3-02

BY: Paul Colavecchi
PAUL COLAVECCHI, ESQUIRE
221 East Market Street
P.O. Box 131
Clearfield, PA 16830
814/765-1566

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONWIDE INSURANCE COMPANY, As
Subrogee of RUSSELL E. PERKS, JR.
and SANDRA L. PERKS,
Plaintiffs

vs.

ALLIED SYSTEMS, LTD., a Limited
Partnership, ALLIED AUTOMOTIVE
GROUP, INC., General Partner of
ALLIED SYSTEMS, LTD. and DONALD L.
THORNE,

Defendants

CIVIL ACTION

No. 2001 - 00748 - CD

PRE-TRIAL (ARBITRATION)
MEMORANDUM

Filed on behalf of:

Plaintiff, NATIONWIDE
INSURANCE COMPANY

Counsel of Record for
Said Party:

PAUL COLAVECCHI, ESQUIRE
PA I.D. 83274

COLAVECCHI RYAN & COLAVECCHI
221 East Market Street
P.O. Box 131
Clearfield, PA 16830

814/765-1566

RECEIVED

SEP 04 2002

**COURT ADMINISTRATORS
OFFICE**

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

NATIONWIDE INSURANCE COMPANY, As :
Subrogee of RUSSELL E. PERKS, JR. :
and SANDRA L. PERKS, :
Plaintiffs :
vs. : No. 2001 - 00748 - CD
ALLIED SYSTEMS, LTD., a Limited :
Partnership, ALLIED AUTOMOTIVE :
GROUP, INC., General Partner of :
ALLIED SYSTEMS, LTD. and DONALD L. :
THORNE, :
Defendants :

PRE-TRIAL (ARBITRATION) MEMORANDUM

BRIEF STATEMENT OF CASE:

On or about January 14, 2000, a vehicle owned by Russell E. Perks, Jr. and Sandra L. Perks and insured by Nationwide Insurance Company, Plaintiff, was legally parked in a parking spot along the edge of the south berm of State Route 322 located in Clearfield County, Pennsylvania.

The Defendant's vehicle was traveling East on State Route 322 descending down a hill. As Defendant passed the vehicle owned by Russell E. Perks, Jr. and Sandra L. Perks, Defendant's vehicle struck the left door of the Perks parked vehicle and caused damages.

After Defendant's vehicle struck the parked car owned by Perks, he continued traveling East on State Route 322. Michael Robert Kelly who had been operating the Perks vehicle, pursued the Defendant's vehicle until he was able to get the operator's attention. At that time, Defendant pulled over and said he did not realize he had struck anything. Damages to the vehicle owned by Russell E. Perks, Jr. and Sandra L. Perks were paid by Nationwide Insurance Company, Plaintiff.

ISSUE:

Whether the Defendant is liable to Nationwide Insurance Company, Plaintiff, for the damages caused to the parked vehicle owned by Russell E. Perks, Jr. and Sandra L. Perks which had been struck by the vehicle operated by Defendant?

Answer: Affirmative

NAMES AND ADDRESS OF WITNESSES:

Russell E. Perks, Jr.
R.R. 1, Box 182
Luthersburg, PA 15848

Michael Robert Kelly
R.R. 1, Box 182
Luthersburg, PA 15848

Donald L. Thorp
2420 Bethany Road
Deputy, IN 47230

Cross Examination

STATEMENT OF DAMAGES:

Reimbursement to Nationwide Insurance Company for monies expended in the amount of One Thousand Eighty-three Dollars and Nine Cents (\$1083.09.

Reimbursement to Russell E. Perks, Jr. and Sandra L. Perks representing the automobile insurance deductible amount of Five Hundred (\$500.00) Dollars.

EXTRAORDINARY EVIDENTIARY PROBLEMS:

None anticipated.

EXHIBITS:

Accident Report completed by Trooper Randy A. Beers.

Estimate of damages by Colonial Insurance of California of State College, Pennsylvania.

SPECIAL POINTS FOR CHARGE:

The following provisions of the Pennsylvania Vehicle Code Annotated: Section 3361, Driving Vehicle at Safe Speed; Section

3714, Careless Driving; Section 3743, Accidents Involving Damage to Attended Vehicle or Property; Section 3744, Duty to Give Information and Render Aid.

ESTIMATED TIME FOR TRIAL: Two Hour.

Paul Colavecchi
PAUL COLAVECCHI, ESQUIRE
Attorney for Nationwide
Insurance Company

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION
No. 2001 - 00748 - CD

NATIONWIDE INSURANCE COMPANY, As
Subrogee of RUSSELL E. PERKS, JR.
and SANDRA L. PERKS,
Plaintiffs

vs.

ALLIED SYSTEMS, LTD., a Limited
Partnership, ALLIED AUTOMOTIVE
GROUP, INC., General Partner of
ALLIED SYSTEMS, LTD. and DONALD
G. THORNE,
Defendants

PRE-TRIAL (ARBITRATION)
MEMORANDUM

COLAVECCHI
RYAN & COLAVECCHI
ATTORNEYS AT LAW
221 EAST MARKET STREET
(ACROSS FROM COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA 16830

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

: TYPE OF PLEADING:
: MOTION FOR CONTINUANCE

: FILED ON BEHALF OF:
: Plaintiff

: COUNSEL OF RECORD
: FOR THIS PARTY:

: Geoffrey D. Kugler, Esquire
: Pa ID #85126

: NICELY AND KUGLER
: 134 South Seventh Street
: Indiana, PA 15701
: (724) 357-6800

FILED

JAN 15 2002

m/10/50/2ccathy
William A. Shaw
Prothonotary
Kugler
RES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

MOTION FOR CONTINUANCE

1. This matter is presently scheduled for an Arbitration Hearing which is scheduled for January 14, 2002, at 1:00 P.M.

2. This matter has previously been continued for the following reasons:

<u>Date</u>	<u>Reason</u>	<u>On Motion Of</u>
NONE		


3. Counsel for Plaintiff request the above captioned matter be continued.

4. The reasons for this requested continuance are as follows:

The parties are in the process of negotiating a possible settlement of this matter.

5. All parties or their attorneys have been made aware of the presentation of this Motion and have responded as follows:

<u>Date</u>	<u>Manner of Notice</u>	<u>Consent</u>
01/08/02	Telephone Conference	Yes - Benjamin Blakley, Esquire



Geoffrey D. Kugler, Esquire
Attorney for Plaintiff

BLAKLEY, JONES & MOHNEY*Attorneys and Counselors at Law**90 Beaver Drive, Box 6**Du Bois, Pennsylvania 15801**Telephone (814) 371-2730**Fax (814) 375-1082**Benjamin S. Blakley, III**Christopher E. Mohney*

January 8, 2002

GLOFFREY D. KUGLER, ESQUIRE

NICELY AND KUGLER

Attorneys at Law

134 South Seventh Street

Indiana, PA 15701

In re: THOMAS M. MAJCHER, v/a BNT DEVELOPMENT

VS

*DUSTIN HORCHEN, ET AL**NO. 2001-101-C.D.*

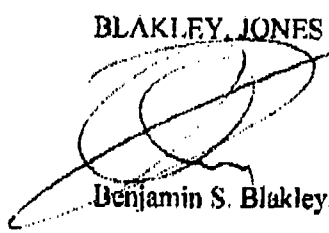
Dear Attorney Kugler:

This letter will indicate the consent of the Defendants in the continuation and/or rescheduling of the Arbitration scheduled for January 14, 2002, as the parties have reached a settlement of the above matter with the Defendants to pay to the Plaintiff a monetary compensation no later than January 31, 2002.

You may inform the Court of this consent and may attach this letter to any formal motion or other communication to the Court, requesting such a continuance and/or rescheduling.

Very truly yours,

BLAKLEY, JONES & MOHNEY


Benjamin S. Blakley, III

BSB:md

sent via fax @ 724-357-6805

cc: HORCHEN'S CABINETRY



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

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN
i/d/b/a HORCHEN'S CABINETRY

:
:
:
: No. 01-101-CD
:

ORDER

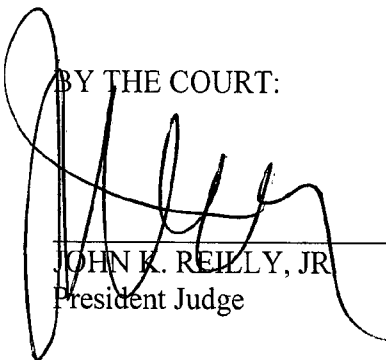
AND NOW, this 14th day of January, 2002, upon consideration of Plaintiff's Motion for Continuance, it is hereby ORDERED that the Arbitration Hearing scheduled for January 14, 2002 in the above-captioned matter, is hereby continued. The Court Administrator is directed to schedule this case on the next available Arbitration date.

FILED

JAN 15 2002

0110:5012 cc atty Kugher
William A. Shaw
Prothonotary

BY THE COURT:

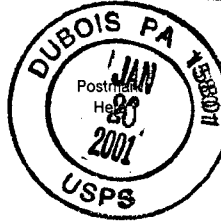


JOHN K. REILLY, JR.
President Judge

7000 1670 0000 4737 4611

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Tom MAJICHER
Street, Apt. No., or PO Box No.
827 White Farm Rd DBA Dooly
City, State, ZIP+4
INDIANA PA 15701

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- A signature upon delivery
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

vs.

DUSTIN HORCHEN, BRUNIE
HORCHEN and RYAN HORCHEN,
i/d/b/a HORCHEN'S CABINETRY,

Defendants.

Civil Action - Law

No. 2001-101-CD

: TYPE OF PLEADING:
: PRAECIPE FOR DISCONTINUANCE

: FILED ON BEHALF OF:
: Plaintiff

: COUNSEL OF RECORD
: FOR THIS PARTY:

: Geoffrey D. Kugler, Esquire
: Pa ID #85126

: NICELY AND KUGLER
: 134 South Seventh Street
: Indiana, PA 15701
: (724) 357-6800

FILED

FEB 13 2002

11/9:59 a.m.

William A. Shaw

Prothonotary

Cert of Disc. to Atty Kugler
Cert of Disc. Ch

EX-176

18 a

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THOMAS M. MAJCHER, d/b/a
BNT DEVELOPMENT,

Plaintiff,

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HORCHEN and RYAN HORCHEN,
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Defendants.

Civil Action - Law

No. 2001-101-CD

PRAECIPE FOR DISCONTINUANCE

TO: THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please kindly enter a discontinuance in this matter on behalf of the Plaintiff,
Thomas M. Majcher, doing business as BNT Development, as the parties have reached a
settlement.



Geoffrey D. Kugler, Esquire
Attorney for Plaintiff

Date: February 8, 2002

COPY

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL DIVISION

**Thomas M. Majcher , d/b/a
BNT Development**

Vs.

No. 2001-00101-CD

**Dustin Hochen, Brunie Hochen
and Ryan Hochen, i/d/b/a
Hochen's Cabinetry**

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 February 13, 2002 marked:

Discontinued

Record costs in the sum of \$100.00 have been paid in full by Geoffrey D. Kugler, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of February A.D. 2002.

William A. Shaw, Prothonotary