

01-454-CD  
BRINK TRANSPORTATION, INC. -vs- REIGHARD MACHINE, INC.

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

\*  
\*  
\*  
\*  
\*

Docket No. 01- 454 -CD

Type of pleading:  
PRAECIPE FOR WRIT OF  
SUMMONS

Filed on behalf of:  
PLAINTIFF, Brink  
Transportation, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**

APR 02 2001

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

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\*

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Docket No. 01-

-CD

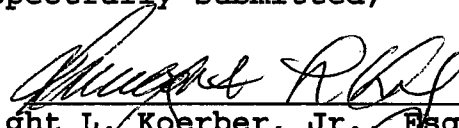
PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY:

Please prepare a Writ of Summons and arrange for the Sheriff  
of Cambria County to serve the same upon defendant, as listed  
below:

Reighard Machine, Inc.  
1111 Palestine Road  
South Fork, PA 15956

Respectfully submitted,

By:   
Dwight L. Koerber, Jr. Esquire  
Attorney for Plaintiff,  
BRINK TRANSPORTATION, INC.

DATED: April 2, 2001

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
Docket No. 01- -CD

BRINK TRANSPORTATION, INC.,  
Plaintiff

-VS-

REIGHARD MACHINE, INC.,  
Defendant

PRAECIPE FOR  
WRIT OF SUMMONS

**FILED**

APR 02 2001

*Wm A Shaw*  
William A. Shaw  
Prothonotary

LAW OFFICE  
DWIGHT KOERBER, JR.  
ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830

*3cc atty Koerber*

*pd \$80.00*

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

**SUMMONS**

**Brink Transport, Inc.**

**Vs.**

**NO.: 2001-00454-CD**

**Reighard Machine, Inc.**

**TO: REIGHARD MACHINE, INC.**

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: 04/02/2001

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William A. Shaw  
Prothonotary

Issuing Attorney:

Dwight L. Koerber, Jr.  
P.O. Box 1320  
Clearfield, PA 16830

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

BRINK TRANSPORTATION, INC.,

PLAINTIFF,

VS.

REIGHARD MACHINE, INC.,

DEFENDANT.

) CIVIL DIVISION  
)  
) NO. 01-454-CD  
)  
) ISSUE NO.  
)  
) **PRAECIPE FOR APPEARANCE**  
)  
)  
)  
)  
) FILED ON BEHALF OF:  
) REIGHARD MACHINE, INC.  
)  
) COUNSEL OF RECORD FOR PARTY:  
) MARK L. REILLY  
) PA. I.D. #53549  
)  
) SUITE 1750, TWO CHATHAM CENTER  
) PITTSBURGH, PA 15219-3421  
)  
)  
) (412)560-3429

**FILED**

APR 18 2001


William A. Shaw  
Prothonotary

**PRAECIPE FOR APPEARANCE**

TO: PROTHONOTARY

Kindly enter my Appearance on behalf of REIGHARD MACHINE, INC., in the above-referenced case.

MARK L. REILLY

  
\_\_\_\_\_  
Attorney for DEFENDANT,  
REIGHARD MACHINE, INC.

JURY TRIAL DEMANDED

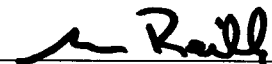
**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the within PRAECIPE  
FOR APPEARANCE upon:

Dwight L. Koerber, Jr., Esquire  
KRINER, KOERBER & KIRK, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830

by first class mail, postage prepaid in the above-referenced case on this 16<sup>th</sup> day of  
April, 2001.

MARK L. REILLY

  
\_\_\_\_\_  
Attorney for DEFENDANT,  
REIGHARD MACHINE, INC.



FILED

APR 18 2001

m/12:15/ny  
William A. Shaw  
Prothonotary

no c/c  
E/21

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

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Docket No. 01-454-CD

JURY TRIAL DEMANDED

Type of pleading:  
COMPLAINT

Filed on behalf of:  
PLAINTIFF, Brink  
Transportation, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED

MAY 07 2001

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

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Docket No. 01-454-CD

JURY TRIAL DEMANDED

N O T I C E

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action 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 within twenty (20) days. 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 relief claimed in the complaint by the plaintiff.

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  
Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

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Docket No. 01-454-CD

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW, Brink Transportation, Inc., by and through its attorney, Dwight L. Koerber, Jr., Esquire, and files the within Complaint against Defendant Reighard Machine, Inc.

1. Plaintiff is Brink Transportation, Inc., a Pennsylvania corporation with its principal place of business at R. R. 1, Box 316-H, Houtzdale, Clearfield County, PA 16651.

2. Defendant is Reighard Machine, Inc., believed to be a Pennsylvania corporation, with its principal place of business at 1111 Palestine Road, South Fork, PA 15956.

3. Plaintiff is in the bulk transportation business, providing services that require it to utilize either dump trailers or dump triaxles in order to provide trucking services.

4. In the past, defendant has contacted plaintiff at its headquarters in Clearfield County, and has held out its services as a specialist in repairing hoists, with hoists being mechanisms

utilized in the dump trailers and dump trucks that plaintiff operates.

**COUNT I  
COMPLAINT**

Paragraphs 1 through 4 are incorporated herewith as though set forth in full.

5. In the early portion of November, 2000, plaintiff contacted defendant and explained that it had a hoist on a dump trailer that needed to be repaired, and asked for the services to be done on an expedited basis.

6. Defendant agreed to such services, and plaintiff therefore took a 1990 Cobra dump trailer, Serial No. 1CBFA40B3L2133239 to defendant's facilities in order to have the repair made.

7. Defendant performed repairs to the said Cobra trailer and on November 14, 2000, it issued an invoice covering the services that it provided.

8. Attached hereto as Exhibit A is a true and correct copy of the invoice covering the services that defendant provided in repairing the said hoist.

9. While the details of the services provided are not set forth on the invoice, it is plaintiff's understanding that the repair services performed were to repair the seals in the said hoist.

10. After the hoist on the said Cobra trailer was repaired on November 14, 2000, plaintiff put the unit back into its fleet of equipment, so as to provide service to the shipping public.

11. On or about November 28, 2000, when delivering a load of municipal waste to Poland, Ohio, the hoist on the said trailer malfunctioned, thereby requiring that plaintiff secure the services of a third party in order to assist it in bringing the dump trailer back down and enabling it to discharge the load.

12. It is plaintiff's belief that the hoist was bent as a result of the malfunction that occurred on or about November 28, 2000.

13. Because of defendant's expertise in the repair of hoists, and also because of the prior work that it had performed on the identical unit as covered by invoice dated November 14, 2000, attached hereto as Exhibit A, plaintiff called defendant from its Houtzdale facilities and asked defendant to perform the necessary repairs.

14. Attached hereto as Exhibit B is an invoice dated December 8, 2000, covering the additional work that defendant did on the hoist for the same trailer that it had previously performed work on through invoice dated November 14, 2000, attached as Exhibit A.

15. Plaintiff relied upon defendant's expertise to do the required work to make the hoist fully operational and to perform

all repairs necessary to enable the hoist to function as it is intended to function on the 1990 Cobra trailer to which the hoist was affixed.

16. When defendant prepared the work that was performed as identified through invoice dated December 8, 2000, it informed plaintiff that it installed three new tubes into the hoist because the tubes that were part of the hoist at that time were bent and could not be repaired.

17. After defendant performed the repairs to the hoist on December 8, 2000, plaintiff integrated the said 1990 Cobra trailer into its fleet of equipment and used the equipment to provide transportation services.

18. On or about December 18, 2000, plaintiff used the said 1990 Cobra trailer as part of a tractor trailer unit to transport a shipment of coal to Keystone Cement Company in Bath, Pennsylvania.

19. When the said trailer was elevated so as to discharge the load of coal, the hoist that defendant had repaired malfunctioned and caused the trailer bed on the said 1990 Cobra trailer to which it was affixed to come crashing down onto its frame, thereby damaging the trailer and the truck to which it was affixed.

20. In order to remove the coal from the said 1990 Cobra trailer, which was damaged due to the defective hoist, plaintiff

was required to hire a third party to clean the coal out of the said trailer.

21. Attached hereto as Exhibit C is a copy of an invoice covering the services that were provided.

22. Because of the damage done to both the truck tractor and the trailer to which the hoist was affixed that defendant had repaired, it was necessary for plaintiff to tow both its tractor and trailer back to its headquarters in Houtzdale, Pennsylvania.

23. Attached hereto as Exhibit D is a copy of the invoice covering the towing services that were provided.

24. As a direct result of the defective operation of the hoist that defendant repaired, plaintiff has incurred substantial damages to its tractor and trailer, as more fully depicted in the estimates of repair services set forth in Exhibits E and F, attached hereto.

25. It is plaintiff's position that defendant was negligent in performing repair services on the said hoist, because the nature of the repairs that it performed failed to enable the hoist to function according to the customary usage to which the hoist would be utilized, with defendant fully aware of the fact that plaintiff utilized the hoist in its trucking business in order to discharge loads that it was transporting for the shipping public.

26. Plaintiff relied upon the services that defendant



provided, as evidenced by both the November 14, 2000 and December 8, 2000 invoices, to make the hoist functional and to enable plaintiff to reasonably use it in its trucking operations.

27. As a matter of fact, plaintiff used the trailer to which the hoist was affixed in accordance with its customary and normal purposes, and for the purpose of enabling plaintiff to provide transportation services to the shipping public.

28. When the hoist malfunctioned for a second time after defendant had repaired it, such second malfunction occurring on or about December 18, 2000, plaintiff reported the claim to defendant's insurance company, and an investigation ensued.

29. Such investigation was undertaken on behalf of and through individuals acting for and with the approval of defendant.

30. On or about February 24, 2001, an individual acting on behalf of defendant, who plaintiff believes is Donald I. Frelin, came to plaintiff's facilities and reviewed and examined the said hoist that defendant had performed repairs on, as identified in Exhibits A and B attached hereto.

31. At the time of that meeting, the said representative of defendant informed plaintiff that the material used in the said hoist was defective.

32. Based upon the foregoing statement, as set forth in paragraph 31, plaintiff has requested and continues to request

that defendant pay for the truck tractor and trailer that were damaged as a result of the defective hoist that defendant repaired.

33. The failure to pay for the cost of the equipment damaged by the defectively repaired hoist has been to produce ongoing down time for the tractor trailer unit that has been damaged through defendant's negligent work.

34. Plaintiff sets its daily down time, through the non-availability of the said tractor trailer unit, due to a lack of repairs, as being \$300.00 per day.

35. In view of the statement by defendant's own expert, indicating to plaintiff that defective material was used in the repair of the hoist, that plaintiff has reasonably relied upon defendant to make the appropriate repairs needed to get its equipment on the road, so as to make continuing down time a damage for which plaintiff is entitled to recover in this proceeding.

36. In repairing the hoist affixed to plaintiff's 1990 Cobra trailer, defendant was negligent in the following specific manner:

(a) In failing to repair the hoist in a fashion so that it could be reliably used by plaintiff for the purposes that the hoist was designed to be used.

(b) In failing to utilize parts and material in repairing the hoist so as to prevent it

from bending when plaintiff attempted to discharge loads at Poland, Ohio and Allentown, Pennsylvania, as alleged herein.

(c) In using defective/inappropriate material in the tubes that were installed in the hoist in conjunction with the repairs that defendant made.

(d) In the alternative, if defendant did not install new tubes, in failing to recognize that the prior tubes were bent and that they could not be safely operated without being replaced.

(e) In failing to perform work in accordance with the standard of care owed to a trucking company (the plaintiff) that would be utilizing the hoist that defendant repaired.

(f) In failing to warn plaintiff that the hoist it repaired could not be utilized safely, and, as designed, by plaintiff in its operations as a transporter of bulk commodities.

37. As a direct and proximate cause of the negligence of defendant, plaintiff has incurred the following damages:

(a) Damage to 1990 Cobra trailer in the amount of \$6,284.68.

(b) Damage to 1994 Ford LTL truck tractor in the amount of \$2,955.15.

(c) Towing cost in the amount of \$1,920.00.

(d) Down time in the amount of \$300.00 per day since December 19, 2001 and continuing thereafter to present.

(e) Reimbursement charge in the amount of \$975.00 covering invoice dated November 14, 2000.

(f) Reimbursement charge in the amount of \$975.00 covering invoice dated December 8, 2000.

(g) Clean up charge in the amount of \$435.00.

(h) Down time/loss of use of tractor trailer unit at the rate of \$300.00 per day from December 18, 2000 and continuing until repairs are made, which plaintiff estimates to be \$24,000.00.

WHEREFORE, plaintiff prays that judgment be entered in its favor and against defendant in an amount in excess of \$20,000.00, plus costs of suit.

**COUNT II  
BREACH OF CONTRACT**

Paragraphs 1 through 37 are incorporated herein as though set forth in full.

38. At the time that defendant agreed to perform the repair services as described in Exhibits A and B, on or about November 14, 2000 and December 8, 2000, the parties entered into a contract whereby defendant would repair the hoist on the trailer owned by defendant, so as to make it fully functional as originally designed.

39. Defendant breached the aforesaid contract(s) with plaintiff by failing to properly repair the hoist.

40. In conjunction with the repair of plaintiff's hoist, defendant sold certain replacement parts, including but not

limited to tubing, to plaintiff in order to replace the parts of the hoist that were bent.

41. The material defendant sold to plaintiff was defective and failed to meet the implied warranty of merchantability, by not being of sufficient quality so as to permit the hoist to be operated under its normal operating condition.

42. The material defendant sold to plaintiff was defective and failed to meet the implied warranty of merchantability for a specific purpose, by not being of sufficient quality so as to permit the hoist to be operated under its normal operating condition.

43. As a result of the breach of warranty of defendant, plaintiff has incurred the following damages:

(a) Damage to 1990 Cobra trailer in the amount of \$6,284.68.

(b) Damage to 1994 Ford LTL truck tractor in the amount of \$2,955.15.

(c) Towing cost in the amount of \$1,920.00.

(d) Down time in the amount of \$300.00 per day since December 19, 2001 and continuing thereafter to present.

(e) Reimbursement charge in the amount of \$975.00 covering invoice dated November 14, 2000.

(f) Reimbursement charge in the amount of \$975.00 covering invoice dated December 8, 2000.

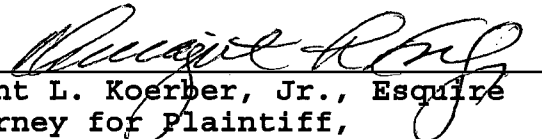
(g) Clean up charge in the amount of \$435.00.

(h) Down time/loss of use of tractor trailer unit at the rate of \$300.00 per day from December 18, 2000 and continuing until repairs are made, which plaintiff estimates to be \$24,000.00.

44. The damages listed hereinabove are recoverable damages under the Uniform Commercial Code, and therefore are damages for which defendant is obligated to pay plaintiff.

WHEREFORE, plaintiff prays that judgment be entered in its favor and against defendant in an amount in excess of \$20,000.00, plus costs of suit.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff,  
BRINK TRANSPORTATION, INC.

**VERIFICATION**

I verify the statements made in this document 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 falsifications to authorities.

5-02-01

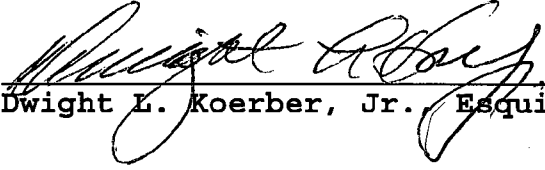
Date

Samuel D. Brink  
Samuel D. Brink, President  
BRINK TRANSPORTATION, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of May, 2001, a copy of the foregoing pleading has been served by United States First Class Mail upon counsel for defendant at the following name and address:

Mark L. Reilly, Esquire  
Suite 1750, Two Chatham Center  
Pittsburgh, PA 15219-3421

  
Dwight L. Koerber, Jr., Esquire



**EXHIBIT A**

Attached hereto is a true and correct copy of the invoice presented by defendant to plaintiff, dated November 14, 2000.

**REIGHARD MACHINE INC.**

1111 Palestine Road  
SOUTH FORK, PENNSYLVANIA 15956  
(814) 495-5911 FAX (814) 495-9720  
1-800-335-6833

CUSTOMER'S ORDER NO.		PHONE		DATE	
				11-14-00	
NAME Brink Transportation					
ADDRESS R.R #1 316 H Houtzdale, Pa. 16651					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOBE. RET'D.
QTY.	DESCRIPTION			PRICE	AMOUNT
1	85-32-260 Comm.				\$975 <sup>00</sup>
TAX EXEMPT					
Pd. by ck# 997					
				TAX	
RECEIVED BY WJ Downer				TOTAL	\$975 <sup>00</sup>

B PRODUCT 610

All claims and returned goods must be accompanied by this bill.

10685

To Reorder Call  
1-800-225-6360

Thank You

**EXHIBIT B**

Attached hereto is a true and correct copy of the invoice presented by defendant to plaintiff, dated December 8, 2000.



# REIGHARD MACHINE INC.

1111 Palestine Road  
SOUTH FORK, PENNSYLVANIA 15956  
(814) 495-5911 FAX (814) 495-9720  
1-800-335-6822

CUSTOMER'S ORDER NO.		PHONE		DATE	
		1-84-378-5149		12-8-00	
NAME					
Brink Transportation					
ADDRESS					
RR#1 Box 316H					
Houtzdale, Pa. 16651					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOBS. RET'D.
		X			
DESCRIPTION			PRICE	AMOUNT	
1 85-32-260 COMM. HOIST				\$975 00	
Paid check # 11695					
Tax Exempt					
RECEIVED BY			TAX		
Mr. J. Owens			TOTAL	\$975 00	

10731

To Reorder Call  
1-800-335-6822

Thank You.

EXHIBIT C

Attached hereto is a true and correct copy of the invoice presented for clean up of the coal on the disabled trailer.

A. J. KRUNZO, INC.

Phone: 814/378-2100  
Fax: 814/378-2100

8013 BETHLEHEM - BATH PIKE, BATH, PA 18014-8897

## INVOICE

Date: 12/19/00

Inv. No.: 14253

Due Date:

Page No.: 1

Brink Transportation, Inc.  
R.R.# 1 Box 316H  
Houtzdale, PA 16551Dig Material Out of Disabled  
Trailer at Keystone Cement Co.  
Bath, PA

PURCHASE ORDER #	BILLING #	TERMS	YOUR JOB #	OUR JOB #
		Payment Upon Receipt		407
DESCRIPTION REFERENCE	UNIT MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE

12/19/00:

As per attached authorization, total  
due for equipment and labor to clean  
out disabled trailer at Keystone  
Cement Company in Bath, PA:

Lowboy and Operator	Hours	2	75.00	\$ 150.00
Excavator and Operator	Hours	2	95.00	190.00
Laborer	Hours	2½	38.00	95.00

SUB TOTAL \$ 435.00

TOTAL

NET TO PAY \$ 435.00

A Service Charge of 1 1/2% per month (18% simple annual percentage rate) will be added to any balance or portion thereof due in excess of 30 days.

**EXHIBIT D**

Attached hereto is a true and correct copy of the invoice for towing services.

**WRECKER SERVICE**

Samuel D. Brink  
RR#1 Box 316H  
Houtzdale, PA 16651  
Phone: (814) 378-5147  
Fax: (814) 378-5712

DATE: 1/3/01

DATE	TRUCK #	DESCRIPTION	HOURS	AMT HOUR	TOTAL
12/19/00		1994 Ford LTL 9000			
		Towed from Allentown, PA to Houtzdale, PA	12	95.00	1140.00
		Towed Cobra trailer from Allentown, PA to Houtzdale, PA	12	65.00	780.00
		TOTAL			1920.00

TERMS: Net 30 days, A service charge of 1.5% per month will be applied after 30 days. Minimum charge \$2.50.



**EXHIBIT E**

Attached hereto is an estimate for repair of the 1990 Cobra trailer.

**CROSSROADS CLAIM CENTER & ASSOCIATES**

CROSSROADS SERVICES - PA, OHIO, WV., MI., and NY.

P.O. Box 12606  
Pittsburgh, PA 15241

(724) 941-7474

Fax: (724) 941-1216

Physical Address: 127 Kamp Lane, McMurray, PA 15317

Ins Co: CNA Insurance Company - York

Owner: Sam Brink

Insured: Reighard Machine, Inc.

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

Examiner: Ms. Suzanne Platt

Inspection Date: 12/31/00

Claim #: 7A102049KR

Date of Loss: 12/18/00

Our File #: 00126210

Year	Make	Model	Serial
1990	Cobra	Dump	1C9FA40B3L2133239
License	Plate		
	XL71708 PA		

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
<input checked="" type="checkbox"/>	Bulkhead with Steps		28.0	\$789.48
<input type="checkbox"/>	Draft Arms		8.0	\$0.00
<input checked="" type="checkbox"/>	Dollies - LKQ		2.5	\$0.00
<input checked="" type="checkbox"/>	Axle - LKQ		8.0	\$0.00
<input checked="" type="checkbox"/>	Fenders at Bulkhead		3.0	\$100.00
<input checked="" type="checkbox"/>	Glad Hands		0.4	\$36.00
<input checked="" type="checkbox"/>	Hoist - Rebuilt		0.0	\$0.00
<input type="checkbox"/>	Dog Box		8.0	\$0.00
<input checked="" type="checkbox"/>	Argon Gas & Welding Supplies		0.0	\$0.00
<input checked="" type="checkbox"/>	Acid Wash		1.5	\$0.00
<b>Totals</b>			<b>59.4</b>	<b>\$1,015.48</b>
				<b>\$2,418.00</b>

Page 1

Sam - Review & Approve  
Truck & Trailer - Exx Tax &  
Recovery Bills - & "the Rest" Thanks  
Ed

In consideration the undersigned repairer agrees to repair and guarantee all repairs and guarantee all repairs to the above, and that all repairs and/or parts replacements listed hereon be made in strict accordance with manufacturer's specifications and recommendations.

Repairer \_\_\_\_\_ Tax ID#: 25-13102-7

Super City Mfg.

174 Samuel Road

Somerset, PA 15501

Phone: (814) 445-8927 Fax: (814) 445-8488

Agreed by: Tom McClintock

Labor 59.4 hrs @ \$48.00 \$2,851.20  
Parts \$1,015.48 less 0% \$0.00 \$1,015.48  
Net Sublet And/Or Paint ..... \$2,418.00  
Tax @ 0.0% on \$0.00 = \$0.00  
Total Settlement ..... \$6,284.68

Towing/paid out: \$0.00

Betterment: \$0.00

Salvage: \$0.00

Deductible: \$0.00

Net Settlement **\$6,284.68****R. Edward Shuster, Jr.**

R. Edward Shuster, Jr. - APPRAISER

1/2/01

Date

138112

LICENSE #

EXHIBIT F

Attached hereto is an estimate for repair of the truck tractor.

**CROSSROADS CLAIM CENTER & ASSOCIATES**

"CROSSROADS SERVICES - PA, OHIO, WV, MD, and NY."

P.O. Box 12608  
Pittsburgh, PA 15241(724) 841-7474  
Fax (724) 841-1215

Physical Address: 127 Kamp Lane, McMurray, PA 15317

Ins Co: CNA Insurance Company - York

Owner: Sam Brink

Insured: Reighard Machine, Inc.

Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

Examiner: Ms. Suzanne Platt

Inspection Date: 12/31/00

Claim #: 7A102049KR

Date of Loss: 12/18/2000

Our File #: 00126220

Year	Make	Ford	Model	LTL 9000	Serial
1994					
License	AE56070 PA	Meter	6748:11 miles		1FTYA90X1RYA26536

Page 1

Item	Qty	Unit	Rate	Amount	Total
<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Frame & Crossmembers			0.0	\$0.00	\$1,200.00
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Align Axles			0.0	\$0.00	\$195.00
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Air Bags - 2			0.0	\$337.36	\$0.00
<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Air Leafs - 2			0.0	\$279.47	\$0.00
<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Rear Housing			12.0	\$0.00	\$375.00
<b>Total</b>			<b>12.0</b>	<b>\$616.83</b>	<b>\$1,770.00</b>

In consideration the undersigned repairer agrees to repair and guarantee all repairs and guarantee all repairs to the above, and that all repairs and/or parts replacements listed hereon is made in strict accordance with manufacturer's specifications and recommendations.

Repairer \_\_\_\_\_ Tax ID#: 25-1191385

Murrays Ford, Inc.

R. D. #1 Blinker Pkwy.

Dubois, PA 15801

Phone: (800) 371-6601 Fax: (814) 375-5818

Agreed by: Bob Albert

Labor 12.0 hrs @ \$55.00 \$660.00  
 Parts \$616.83 less 10% \$51.68 \$565.15  
 Net Sublet And/Or Paint ..... \$1,770.00  
 Tax @ 0.0% on \$0.00 = \$0.00  
 Total Settlement ..... \$2,885.15

Towing/paid out: \$0.00

Betterment: \$0.00

Salvage: \$0.00

Deductible: \$0.00

**R. Edward Shuster, Jr.**

R. Edward Shuster, Jr. - APPRAISER

01/02/2001

Date

138112

LICENSE #

Net Settlement **\$2,885.15**

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
Docket No. 01-454-CD

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

COMPLAINT

JURY TRIAL DEMANDED

*Law Office*

DWIGHT L. KOERBER, JR.

ATTORNEY - AT - LAW

110 NORTH SECOND STREET

P. O. BOX 1320

CLEARFIELD, PENNSYLVANIA 16830

4 cc.  
N/A 01.2.58-~~at~~ *Atty*  
*WJ*

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

BRINK TRANSPORTATION, INC.,

PLAINTIFF,

VS.

REIGHARD MACHINE, INC.,

DEFENDANT.

) CIVIL DIVISION  
)  
) NO. 01-454-CD  
)  
) ISSUE NO.  
)  
) **PRAECIPE FOR WITHDRAWAL AND**  
) **SUBSTITUTION OF COUNSEL**  
)  
)  
)  
) FILED ON BEHALF OF:  
) REIGHARD MACHINE, INC.  
)  
) COUNSEL OF RECORD FOR PARTY:  
) MARK L. REILLY  
) PA. I.D. #53549  
)  
) SUITE 1750, TWO CHATHAM CENTER  
) PITTSBURGH, PA 15219-3421  
)  
)  
) (412)560-3429

**FILED**

MAY 17 2001

*m/1st floor*

William A. Shaw  
Prothonotary

*E*  
*KED*

**PRAECIPE FOR WITHDRAWAL AND SUBSTITUTION OF COUNSEL**

TO: PROTHONOTARY

Kindly withdraw the appearance of MARK L. REILLY and the Law  
Offices of Thomas R. Doyle and substitute the appearance of TRACEY G. BENSON on  
behalf of REIGHARD MACHINE, INC., in the above-captioned matter.

5-14-2001  
DATE

Mark L. Reilly  
MARK L. REILLY, ESQUIRE  
THE LAW OFFICES OF THOMAS R. DOYLE

5/16/2001  
DATE

Tracey G. Benson  
TRACEY G. BENSON, ESQUIRE  
MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON,  
INC.

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

BRINK TRANSPORTATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	01-454-CD
REIGHARD MACHINE, INC ,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **PRAECIPE FOR WITHDRAWAL AND  
SUBSTITUTION OF COUNSEL**, was hereby served by depositing the same within the  
custody of the United States Postal Service, First Class, postage prepaid, addressed as  
follows:

Dwight L. Koerber, Jr., Esquire  
Kriner, Koerber & Kirk, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By:

  
Tracey G. Benson

Dated: May 16, 2001



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

BRINK TRANSPORTATION, INC.,     \*  
                                  Plaintiff

-vs-

\*     Docket No. 01-454-CD

REIGHARD MACHINE, INC.,         \*  
                                  Defendant

Type of Pleading:  
CERTIFICATE OF SERVICE

Filed on behalf of:  
PLAINTIFF:  
Brink Transportation, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**

JUN 01 2001

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,     \*  
                                    Plaintiff

-vs-

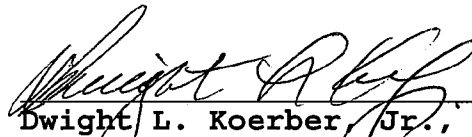
\*     Docket No. 01-454-CD

REIGHARD MACHINE, INC.,         \*  
                                    Defendant

CERTIFICATE OF SERVICE

This is to certify that on the 31st day of May, 2001, the undersigned served an original and two copies of the foregoing Set I Interrogatories and Request for Production of Documents Directed to Defendant in the above captioned matter upon counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

Mark L. Reilly, Esquire  
LAW OFFICES OF THOMAS R. DOYLE  
Two Chatham Center  
Suite 1750  
Pittsburgh, PA 15219-3421

  
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFF:  
Brink Transportation, Inc.

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-VS-

REIGHARD MACHINE, INC.,  
Defendant

CERTIFICATE OF SERVICE  
Docket No. 01-454-CD

01/31/2001  
1 CC  
C. H. H. H.  
H. H. H.

*Law Office*

DWIGHT L. KOERBER, JR.  
ATTORNEY - AT - LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

BRINK TRANSPORTATION, INC.,  
Plaintiff,

v.

REIGHARD MACHINE, INC.,  
Defendant.

CIVIL ACTION NO.  
01-454-CD

NOTICE TO PLEAD

TO THE WITHIN NAMED PLAINTIFF:

You are hereby notified to plead to the enclosed Answer and New Matter within  
twenty (20) days from service hereof or a default judgment may be entered against you.

Tracey G. Benson  
Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

Counsel for Defendant  
Reighard Machine, Inc.

Dated: June 19, 2001

**FILED**

JUN 20 2001

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	01-454-CD
REIGHARD MACHINE, INC.,	)	
	)	
Defendant.	)	

**ANSWER AND NEW MATTER**

Defendant Reighard Machine, Inc. ("Reighard Machine"), by its counsel, Tracey G. Benson, Esquire and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., responds to the Complaint of Brink Transportation, Inc. ("Brink"), as follows:

**ANSWER**

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 1 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

2. The defendant admits that Reighard Machine, Inc. is a Pennsylvania corporation with its principal place of business at 1111 Palestine Road, South Fork, Cambria County, Pennsylvania 15956.

3. The defendant is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 3 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

4. The defendant is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 4 of the Complaint, in that the Complaint fails to identify any specific time frame encompassed by the phrase "in the past," with respect to the nature, extent, and timing of any advertising allegedly performed by Reighard Machine. The allegations contained in paragraph 4 of the Complaint are deemed to be denied, and proof thereof is demanded.

#### **COUNT I**

5. Defendant Reighard Machine admits only that on November 9, 2000, an employee, agent or servant of plaintiff Brink Transportation contacted Reighard Machine to request repair services in connection with a hydraulic hoist cylinder. Defendant Reighard Machine further admits that a representative of Brink Transportation delivered an 85-32-260 commercial hoist cylinder to Reighard Machine's business premises on November 9, 2000. Reighard Machine denies each and every remaining allegation contained in paragraph 5 of the Complaint, and proof thereof is demanded.

6. The defendant denies that it agreed to perform any specified repair services as alleged in paragraph 6 of the Complaint, and further denies that a 1990 Cobra dump trailer, Serial No. 1CBFA40B3L2133239 was brought to Reighard Machine's repair shop in order to effectuate any repairs to the trailer or to any hoist cylinder affixed thereto. To the contrary, a hoist cylinder was brought to Reighard Machine's premises by a representative of Brink Transportation, on or about November

9, 2000. Any remaining allegations contained in paragraph 6 of the Complaint are denied.

7. Reighard Machine denies that it performed repairs to any Cobra trailer as alleged in the Complaint, whether on November 14, 2000, or otherwise, and the defendant further denies that it issued an invoice to Brink Transportation covering repair services for any specific trailer as alleged. To the contrary, Reighard Machine admits only that it performed repairs to a hydraulic hoist cylinder that was delivered to Reighard Machine, and that said cylinder was picked up from Reighard Machine's repair facilities by a representative of Brink Transportation. Any remaining allegations contained in paragraph 7 of the Complaint are denied.

8. Reighard Machine admits only that the invoice attached to the Complaint as Exhibit A constitutes a true and correct copy of a document provided to Brink Transportation by the defendant. It is specifically denied that the invoice covers repairs to any 1990 Cobra dump trailer, as alleged in the Complaint. To the contrary, the invoice pertains to repair services provided by Reighard Machine with respect to an 85-32-260 commercial hydraulic hoist cylinder delivered to the defendant by a representative of Brink Transportation.

9. Reighard Machine denies that the allegations contained in paragraph 9 of the Complaint constitute an accurate description of work performed by Reighard Machine with respect to said hydraulic hoist cylinder. Moreover, the invoice attached to the Complaint as Exhibit A speaks for itself, and any allegations seeking to describe what information the invoice conveys are denied.

10. Defendant Reighard Machine denies that it performed any repairs to a Cobra trailer as alleged in paragraph 10 of the Complaint, whether on November 14, 2000, or otherwise. Reighard Machine is without knowledge or information regarding events affecting the hydraulic hoist cylinder after it left defendant's custody and control, and all allegations describing any such events are denied. Reighard Machine denies each and every remaining allegation contained in paragraph 10 of the Complaint, and proof thereof is demanded.

11. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 11 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

12. The allegations contained in paragraph 12 of the Complaint constitute a statement of plaintiff's "belief," rather than any allegation of fact to which any response is required. Defendant Reighard Machine denies each and every allegation contained in paragraph 12 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

13. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 13 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

14. Defendant Reighard Machine admits only that the document attached to the Complaint as Exhibit B constitutes a true and correct copy of an invoice issued to Brink Transportation by Reighard Machine, Inc. with respect to repair services



performed on an 85-32-260 commercial hydraulic hoist cylinder as identified therein. Any remaining allegations contained in paragraph 14 of the Complaint are denied, and proof thereof is demanded.

15. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 15 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

16. The allegations contained in paragraph 16 of the Complaint are unintelligible, and hence Reighard Machine denies each and every allegation contained in paragraph 16 of the Complaint, and proof thereof is demanded.

17. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 17 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

18. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 18 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

19. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 19 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

20. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 20 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

21. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 21 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

22. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 22 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

23. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 23 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

24. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 24 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

25. The allegations contained in paragraph 25 of the Complaint constitute conclusions of law to which no response is required. To the extent a response is

deemed to be required, Reighard Machine denies each and every allegation contained in paragraph 25 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

26. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 26 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

27. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 27 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

28. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 28 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

29. Defendant Reighard Machine specifically denies that any individuals acting for or on behalf of this party conducted any investigation regarding any alleged malfunction involving the hydraulic hoist cylinder identified in plaintiff's Complaint.

30. Defendant Reighard Machine denies that any individual acting on behalf of this party reviewed and examined the hydraulic cylinder hoist as alleged in plaintiff's Complaint, whether on February 24, 2001, or otherwise. Any remaining allegations contained in paragraph 30 of the Complaint are specifically denied, and proof thereof is demanded.

31. Defendant Reighard Machine denies that any authorized representative of this defendant ever informed plaintiff that defective material was used in repairs of the hydraulic hoist cylinder, whether at any February 24, 2001 meeting, or otherwise. Any remaining allegations contained in paragraph 31 of the Complaint are denied, and proof thereof is demanded.

32. The allegations contained in paragraph 32 of the Complaint constitute a conclusion of law to which no response is required. To the extent that any response is deemed to be required, defendant Reighard Machine denies each and every allegation contained in paragraph 32 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

33. The allegations contained in paragraph 33 of the Complaint constitute a conclusion of law to which no response is required. To the extent that any response is deemed to be required, defendant Reighard Machine denies each and every allegation contained in paragraph 33 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

34. Defendant Reighard Machine is without knowledge or information sufficient to form a belief as to the truth of any allegations contained in paragraph 34 of the Complaint, said allegations are deemed to be denied, and proof thereof is demanded.

35. The allegations contained in paragraph 35 of the Complaint constitute a conclusion of law to which no response is required. To the extent that any response is deemed to be required, defendant Reighard Machine denies each and every allegation contained in paragraph 35 of the Complaint pursuant to Pa.R.Civ.P. 1029(e), and proof thereof is demanded.

36. The allegations contained in paragraph 36, including subparagraphs (a) through (f), of the Complaint constitute a conclusion of law to which no response is required. To the extent that any response is deemed to be required, defendant Reighard Machine denies each and every allegation contained in paragraph 36, including subparagraphs (a) through (f), of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

37. The allegations contained in paragraph 37, including subparagraphs (a) through (h), of the Complaint constitute a conclusion of law to which no response is required. To the extent that any response is deemed to be required, defendant Reighard Machine denies each and every allegation contained in paragraph 37, including subparagraphs (a) through (h), of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

## **COUNT II**

### **BREACH OF CONTRACT**

38. Defendant Reighard Machine specifically denies that it entered into any contract for the repair of "the hoist on the trailer owned by defendant, so as to make it fully functional as originally designed." To the contrary, Reighard Machine undertook only to perform repairs to an 85-32-260 commercial hydraulic hoist cylinder delivered to Reighard Machine's facilities by a representative of Brink Transportation. Reighard Machine further admits that it performed repair work, tested the cylinder, and issued

invoices with respect to said work as attached to the Complaint as Exhibits A and B.

Any remaining allegations contained in paragraph 38 of the Complaint are denied.

39. The allegations contained in paragraph 39 of the Complaint constitute conclusions of law to which no response is required. Defendant Reighard Machine denies each and every allegation contained in paragraph 39 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

40. Defendant Reighard Machine specifically denies that it sold replacement parts to plaintiff as alleged in paragraph 40 of the Complaint. To the contrary, Reighard Machine undertook to effectuate repairs on an 85-32-260 commercial hydraulic hoist cylinder, which work was invoiced to Brink Transportation in accordance with Reighard Machine's price structure based upon the size and type of cylinder involved. Repairs were undertaken for a fixed price of \$975.00, regardless of the type and quantity of labor or materials required to complete the work. Any remaining allegations contained in paragraph 40 of the Complaint are denied pursuant to Pa.R.Civ.P. 1029(e).

41. Defendant Reighard Machine denies each and every allegation contained in paragraph 41 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

42. Defendant Reighard Machine denies each and every allegation contained in paragraph 42 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

43. Defendant Reighard Machine denies each and every allegation contained in paragraph 43, including subparagraphs (a) through (h) of the Complaint, pursuant to Pa.R.Civ.P. 1029(e).

44. Defendant Reighard Machine denies each and every allegation contained in paragraph 44 of the Complaint pursuant to Pa.R.Civ.P. 1029(e).

#### **NEW MATTER**

45. Reighard Machine avers that it did not design, manufacture, or sell to plaintiff the hydraulic hoist cylinder identified in plaintiff's Complaint.

46. Reighard Machine avers that at the time the hydraulic hoist cylinder left the defendant's custody and control, it was properly repaired, tested and inspected to perform in an appropriate manner when properly installed and used.

47. Reighard Machine avers that the hydraulic hoist cylinder identified in plaintiff's Complaint was properly, adequately and sufficiently inspected and tested prior to leaving the custody and control of Reighard Machine.

48. Reighard Machine avers that any and all defects alleged by plaintiff with respect to the hydraulic hoist cylinder identified in the Complaint, or any components thereof, were caused solely by the improper installation, use, maintenance, modification, alteration, or abuse by plaintiff and its agents, employees, servants or drivers.

49. Reighard Machine avers that if plaintiff suffered any damages as alleged in the Complaint, which damages are denied, any such damages were caused solely by the independent, intervening and superseding causes for which this defendant cannot be held responsible.

50. Reighard Machine avers that if plaintiff suffered any damages as alleged in the Complaint, which has been specifically denied, any such damages were caused by the negligence of plaintiff, its employees, drivers, or representatives, as follows:

- (a) In failing to install the hydraulic hoist cylinder in a proper fashion;
- (b) In failing to use the hydraulic hoist cylinder in connection with equipment and loads for which it was designed;
- (c) In failing to properly maintain, service or repair the trailer on which the hydraulic hoist cylinder was used;
- (d) In misusing and/or abusing the trailer, including the hydraulic hoist cylinder, to dump loads of a size, and of a character, beyond the functional capabilities of the cylinder;
- (e) In attempting to use the hydraulic hoist cylinder to dump loads that were frozen or which otherwise failed to discharge from the trailer in an appropriate manner;
- (f) In using, misusing and/or abusing the hydraulic hoist cylinder in connection with the process employed for dumping contents of any trailer to which said cylinder was affixed, at any times relevant to the allegations contained in the Complaint;
- (g) In failing to train drivers or other users of the tractor trailer to which the hydraulic hoist cylinder was affixed, in the appropriate, proper, and safe use of said equipment to effectuate dumping of loads without exceeding the functional or design capabilities of the equipment; and
- (h) In using any trailer to which the hydraulic hoist cylinder was attached, in a manner that was unsafe, hazardous, and not reasonable under the circumstances then and there prevailing.

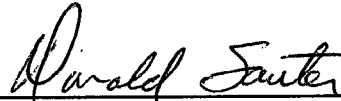
51. Reighard Machine avers that any claims asserted in the Complaint are subject to, and limited by, the provisions of the Pennsylvania Comparative Negligence Act.



**VERIFICATION**

I, **Donald Sauter, President, Reighard Machine, Inc.**, state that the facts contained in the foregoing **Answer and New Matter** are true and correct to the best of my knowledge, information and belief.

I make this Verification pursuant to 18 Pa.C.S.A. Section 4904 pertaining to unsworn falsification to authorities.

A handwritten signature in cursive script, reading "Donald Sauter", is written over a horizontal line.

Donald Sauter, President  
Reighard Machine, Inc.

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

BRINK TRANSPORTATION, INC., )

Plaintiff, )

v. )

REIGHARD MACHINE, INC., )

Defendant. )

CIVIL ACTION NO.  
01-454-CD

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **ANSWER AND NEW MATTER**, was  
hereby served by depositing the same within the custody of the United States Postal  
Service, First Class, postage prepaid, addressed as follows:

Dwight L. Koerber, Jr., Esq.  
Kriner, Koerber & Kirk, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By:

Tracey G. Benson  
Tracey G. Benson

Dated: June 19, 2001

FILED  
M 11:33 AM  
JUN 27 2007

William A. Shaw  
Prothonotary

6225

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10845

BRNK TRANSPORT, INC.

01-454-CD

VS.

REIGHARD MACHINE, INC.

PRAECIPE & SUMMONS

**SHERIFF RETURNS**

NOW APRIL 3, 2001, BOB KOLAR, SHERIFF OF CAMBRIA COUNTY WAS  
DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY  
TO SERVE THE WITHIN PRAECIPE & SUMMONS ON REIGHARD MACHINE, INC.,  
DEFENDANT.

NOW APRIL 10, 2001 SERVED THE WITHIN PRAECIPE & SUMMONS ON REIGHARD  
MACHINE, INC., DEFENDANT BY DEPUTIZING THE SHERIFF OF CAMBRIA  
COUNTY. THE RETURN OF SHERIFF KOLAR IS HERETO ATTACHED AND MADE A  
PART OF THIS RETURN STATING THAT HE SERVED DON SAUTER, OWNER.

**Return Costs**

Cost	Description
27.68	SHFF. HAWKINS PAID BY: ATTY.
31.35	SHFF. KOLAR PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

**FILED**

JUN 22 2001  
01:35 pm  
William A. Shaw  
Prothonotary *WAS*

Sworn to Before Me This

*22nd Day of June 2001*  
*William A. Shaw*

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

So Answers,

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff

CASE #            PLAINTIFF  
90088-01        BRINK TRANSPORTATION  
DATE        4/10/01

DEFENDANT  
REIGHARD MACHINE    01-454-CD

AT 13:05 HRS. SERVED THE PRAECIPE AND SUMMONS UPON REIGHARD  
MACHINE INC. BY HANDING A TRUE AND ATTESTED COPY THEREOF  
TO DON SAUTER, OWNER AT 1111 PALESTINE RD. SOUTH FORK,  
CAMBRIA CO. PA. AND MAKING CONTENTS THEREOF KNOWN TO HIM.  
MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SHERIFF COSTS    28.35  
PRO                3.00  
TOTAL COSTS       31.35

SO ANSWERS.

*Bob Kolar*

BOB KOLAR, SHERIFF

. SWORN AND SUBSCRIBED TO BEFORE ME THIS 20TH DAY OF APRIL, 01  
.

.  
PROTHONATARY

*Patty Burkibile*



CAMBRIA COUNTY SHERIFF'S OFFICE

EBENSBURG, PA.15931

NAME: Dwight Koerber Jr.  
ADDRESS: 110 N. Second Street  
Clearfield, PA 16830  
PLNTF: BRINK TRANSPORTATION  
DEFT: REIGHARD MACHINE

NO: 2001-90088 (1-454-CD)  
DATE: April 10, 2001

Service of the: Praecipe & Summons  
captioned matter has: X has not:

filed in the above  
been made

on: Don Sauter (owner), personally.  
: At 1111 Palestine Road.  
:

pursuant to your instructions.

The date of service is: April 10, 2001 .

BOB KOLAR, SHERIFF

RECEIPT FOR PAYMENT  
=====

CAMBRIA COUNTY SHERIFF  
BOB KOLAR  
EBENSBURG, PA 15931

RECEIPT DATE 4/04/01  
RECEIPT NO. 28253

RECEIVED FROM:

DWIGHT KOERBER JR.  
110 NORTH SECOND STREET  
CLEARFIELD, PA 16830-1320

DOCKET NO. : 90088-01

PLAINTIFF :  
BRINK TRANSPORTATION

FOR : SUMMONS - BRINK TRANSPORTATION VS. REIGHARD MACHINE

TOTAL PAID : 100.00

PAYMENT : CHECK 2545

-----DISTRIBUTION OF PAYMENT-----

DESCRIPTION	AMOUNT
OUT OF COUNTY PAPERS	100.00



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

COPY

SUMMONS

**Brink Transport, Inc.**

**Vs.**

**NO.: 2001-00454-CD**

**Reighard Machine, Inc.**

TO: REIGHARD MACHINE, INC.

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: 04/02/2001



---

William A. Shaw  
Prothonotary

Issuing Attorney:

Dwight L. Koerber, Jr.  
P.O. Box 1320  
Clearfield, PA 16830

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

BRINK TRANSPORTATION, INC., )

Plaintiff, )

v. )

REIGHARD MACHINE, INC., )

Defendant. )

CIVIL ACTION NO.  
01-454-CD

**NOTICE OF SERVICE OF INTERROGATORIES**

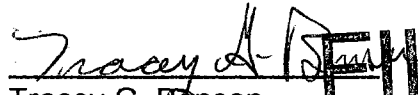
TO: William Shaw, Prothonotary  
Court of Common Pleas of Clearfield, PA  
Clearfield, PA 16830

Please take notice that the undersigned has served the original and two copies  
of Defendant's First Set of Interrogatories to Plaintiff by mailing them, first-class,  
postage prepaid, on this date to the following:

Dwight L. Koerber, Jr., Esq.  
Kriner, Koerber & Kirk, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By:

  
Tracey G. Benson

**FILED**

Dated: January 30, 2002

JAN 31 2002

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	01-454-CD
REIGHARD MACHINE, INC.,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **NOTICE OF SERVICE OF INTERROGATORIES**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Dwight L. Koerber, Jr., Esquire  
Kriner, Koerber & Kirk, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By:

Tracey G. Benson  
Tracey G. Benson

Dated: January 30, 2002

FILED  
NO  
cc  
JAN 31 2002  
11:10 AM  
cc  
cc

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 01-454-CD

REIGHARD MACHINE, INC.,  
Defendant

\*

Type of Pleading:  
REPLY TO NEW MATTER

Filed on behalf of:  
PLAINTIFF:  
Brink Transportation, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**

FEB 22 2002

*William A. Shaw*  
0125113cc atty koerber  
William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,                   \*  
  Plaintiff

-vs-

\*           Docket No. 01-454-CD

REIGHARD MACHINE, INC.,                   \*  
  Defendant                   .\*

REPLY TO NEW MATTER

COMES NOW, Brink Transportation, Inc., by and through its attorney, Dwight L. Koerber, Jr., Esquire, and files the within Reply to New Matter presented on behalf of Defendant Reighard Machine, Inc.

45.   Plaintiff is without sufficient knowledge or information to form a belief as to the truth or allegations contained in paragraph 45 of the complaint and therefore the allegations are denied, with strict proof thereof demanded at trial.

46.   Plaintiff is without sufficient knowledge or information to form a belief as to the truth or allegations contained in paragraph 46 of the complaint and therefore the allegations are denied, with strict proof thereof demanded at trial.

47.   Plaintiff is without sufficient knowledge or information to form a belief as to the truth or allegations contained in paragraph 47 of the complaint and therefore the allegations are denied, with strict proof thereof demanded at trial.

48.   Plaintiff is without sufficient knowledge or information to form a

belief as to the truth or allegations contained in paragraph 48 of the complaint and therefore the allegations are denied, with strict proof thereof demanded at trial.

49. Denied. Legal conclusion. To the extent that factual allegations are set forth, they are specifically denied.

50. Subsections (a)-(h) are hereby specifically denied. Moreover, to the extent that there is a legal conclusion pertaining to negligence and causation, these matters are denied as a legal conclusion. Strict proof of all allegations is required at trial.

51. Denied. Legal conclusion.

52. Denied. Legal conclusion.

53. Denied. Legal conclusion.

54. Denied. Legal conclusion. Moreover, to the extent that factual allegations are set forth, they are hereby specifically denied with strict proof of same required at trial.

55. Denied. Legal conclusion.

56. Denied. Legal conclusion.

57. Denied. Legal conclusion.

58. Denied. Legal conclusion. To the extent that the factual allegation is set forth, it is specifically denied and strict proof of same is required at trial.

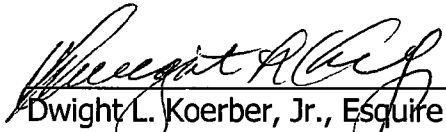
59. Denied. Legal conclusion. Moreover, to the extent that any parts or components were furnished to plaintiff as part of the repair work performed by Defendant, they constitute a sale for the purpose of embracing the provisions of the

Uniform Commercial Code.

60. Plaintiff is without sufficient knowledge or information to form a belief as to the truth or allegations contained in paragraph 60 of the complaint and therefore the allegations are denied, with strict proof thereof demanded at trial.

WHEREFORE, Plaintiff prays that the New Matter be denied and that judgment be entered in its favor.

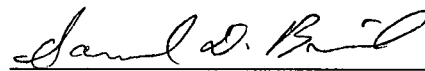
Respectfully Submitted,

  
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFF:  
Brink Transportation, Inc.



### VERIFICATION

I certify that the statements made in the foregoing document 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.

A handwritten signature in cursive script, appearing to read "Samuel D. Brink", is written over a horizontal line.

Samuel D. Brink

Date: February 22, 2002

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

BRINK TRANSPORTATION, INC.,                   \*  
Plaintiff

-vs-

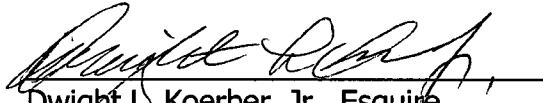
\*           Docket No. 01-454-CD

REIGHARD MACHINE, INC.,                   \*  
Defendant

CERTIFICATE OF SERVICE

This is to certify that on the 22nd day of February, 2002, the undersigned served a certified copy of the foregoing REPLY TO NEW MATTER in the above captioned matter upon counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

Tracey G. Benson, Esquire  
MILLER, KISTLER, CAMPBELL, MILLER  
WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823-1695

  
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFF:  
Brink Transportation, Inc.

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

REPLY TO NEW MATTER  
Docket No. 01-454-CD

*Law Office*

DWIGHT L. KOERBER, JR.  
ATTORNEY - AT-LAW  
110 NORTH SECOND STREET  
P. O. Box 1320  
CLEARFIELD, PENNSYLVANIA 16830

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

BRINK TRANSPORTATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	01-454-CD
REIGHARD MACHINE, INC.,	)	
	)	
Defendant.	)	

**MOTION TO COMPEL DISCOVERY  
RESPONSES FROM PLAINTIFF**

Defendant Reighard Machine, Inc. ("Reighard"), by its counsel Tracey G. Benson, Esquire and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., moves for an order compelling plaintiff Brink Transportation, Inc. to provide full and complete discovery responses to outstanding interrogatories and document requests, and states as follows in support thereof:

1. This property damage case was commenced with the filing of a Praecipe for Writ of Summons on or about April 2, 2001. A Complaint was subsequently filed on behalf of plaintiff, Brink Transportation, Inc., on or about May 17, 2001.

2. In the Complaint, plaintiff alleges that it sustained damage to a tractor trailer combination, as well as other consequential damages, when a hydraulic cylinder which was used to dump the trailer, failed. Plaintiff alleges that the hydraulic cylinder failure was the result of negligence on the part of defendant Reighard, which undertook to repair the cylinder unit prior to its failure on or about December 18, 2000.

**FILED**

MAR 17 2003

William A. Shaw  
Prothonotary

3. On May 31, 2001, plaintiff directed interrogatories and a request for production of documents to the defendant. Responses to these discovery requests were provided on or about July 19, 2001.

4. On January 30, 2002, defendant Reighard served on plaintiff a set of interrogatories, and a request for production of documents, seeking information pertaining to or otherwise supporting the claims set forth in plaintiff's Complaint. A copy of the interrogatories are attached hereto as Exhibit A, and a copy of the Request for Production of Documents is attached hereto as Exhibit B.

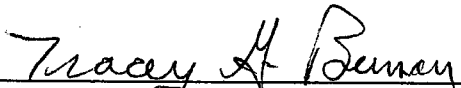
5. By letter of June 5, 2002, counsel for the defendant wrote to plaintiff's counsel to inquire as to when discovery responses would be provided. By letter of June 10, 2002, defense counsel was advised that counsel of record for plaintiff, Dwight L. Koerber, Jr., Esquire, had recently undergone unexpected surgery and would be out of the office. When no response to the discovery requests were received, a follow-up letter was sent to Mr. Koerber by date of September 18, 2002. In response, Mr. Koerber indicated in his letter of September 20, 2002, that he was back in the office, and that he would be able to provide discovery responses by November 1, 2002. Counsel for the defendant spoke with Mr. Koerber over the telephone, and agreed to his proposed timetable. Copies of the foregoing correspondence are attached hereto collectively as Exhibit C.

6. To-date, no discovery responses whatsoever have been received from plaintiff. The outstanding interrogatories remain unanswered; the outstanding document requests remain unanswered; and plaintiff has not produced any documents in

response to the outstanding discovery requests that were not otherwise attached to the Complaint.

7. Without full and complete discovery responses, counsel for the defendant cannot proceed with his discovery in order to evaluate the plaintiff's claims, and develop defenses thereto. Defense counsel believes, and therefore avers, that discovery will not be able to proceed unless an order is issued which compels plaintiff to answer the interrogatories, to respond to the document requests, and to produce documents requested therein.

WHEREFORE, defendant Reighard Machine, Inc. moves for an order compelling plaintiff, Brink Transportation, Inc., to provide full and complete responses to the outstanding interrogatories and request for production of documents within twenty (20) days of said order, or suffer sanctions as may be imposed by the Court.

  
Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
Telephone No. (814) 355-5474

Counsel for Defendant  
Reighard Machine, Inc.

Dated: March 14, 2003

# EXHIBIT A

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

BRINK TRANSPORTATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	01-454-CD
REIGHARD MACHINE, INC.,	)	
	)	
Defendant.	)	

**DEFENDANT'S FIRST SET OF INTERROGATORIES TO PLAINTIFF**

Defendant Reighard Machine, Inc., by its counsel, Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., hereby requests that Plaintiff Brink Transportation, Inc. answer the interrogatories listed below within thirty (30) days of service hereof under oath and in writing in accordance with Rule 4006 of the Pennsylvania Rules of Civil Procedure.

These interrogatories shall be deemed to be continuing in nature so as to require seasonal supplemental answers if plaintiff obtains further information subsequent to the time their answers are served and filed.



## **I. DEFINITIONS**

A. The word "person" means any entity and includes, but is not limited to, any natural person, joint owner, association, company, partnership, joint venture, corporation, trust or estate.

B. The word "document" means any written, printed, recorded or graphic matter, photographic, film or videotaped matter or sound reproductions, however produced or reproduced, pertaining in any manner to the subject matter indicated, including all copies thereof.

C. The words "identify," "identity," and "identification" when used with respect to a person means to state the full name and present or last known residence and business or permanent address of such person, and, if a natural person, his present or last known job title, and the name and address of his present or last known employer.

D. The words "identify," "identity," and "identification" when used with respect to a document means to describe the document by date, subject matter, the name of each person who wrote, signed, initialed, dictated or otherwise participated in the preparation of same, the name and address of each addressee (if any) and the name and address of each person who has possession, custody or control of such document.

E. The words "identify," "identity," and "identification" when used with respect to an act, occurrence, statement or conduct, including an alleged violation or breach (hereinafter collectively called an "act"), mean to: (1) describe the substance of

each event constituting such act and to state the date when such act occurred; (2) identify each person participating in such act; (3) identify each person present when such act occurred; (4) state whether the occurrence of such act was recorded or described in a document; (5) state whether such document, or a copy thereof, now exists; and (6) identify the person presently having possession, custody or control of each such document.

F. The words "you" or "your" or "plaintiff" means or refers to Brink Transportation, Inc., as appropriate, party herein, its employees, agents, representatives, accountants, and attorneys.

G. The word "Defendant" means or refers to Reighard Machine, Inc., as may be appropriate, party to this action, its employees, agents, representatives, accountants, and attorneys.

H. The word "incident" means and refers to the events described in the Complaint, on which this action is based relating to any damage to equipment owned by Brink Transportation as set forth in the Complaint filed in this matter.

## II. INTERROGATORIES

1. Please state whether plaintiff Brink Transportation, Inc. has ever been a party to any other litigation or legal proceeding, and, if so, please state the following:

- (a) The nature of the litigation or proceeding;
- (b) The date, court, tribunal, and place where the litigation or proceeding was filed or commenced;
- (c) The identity of all plaintiffs, defendants, other parties, and their attorneys;
- (d) The present status of each litigation or proceeding; and
- (e) If concluded, the result of each litigation or proceeding.

**ANSWER:**

2. With respect to the incident, please state the following:
- (a) A description of the precise location where it occurred;
  - (b) The identity of any persons in or near the location described in response to the preceding subpart;
  - (c) The identity of all persons witnessing events leading up to the incident;
  - (d) The identity of all persons who witnessed the incident; and
  - (e) The identity of all persons who witnessed events following the incident.

**ANSWER:**

3. Please identify each person who has or claims to have knowledge or information regarding any facts, circumstances, or issues involved in this lawsuit or this incident, and, with respect to each, please state the following:

(a) Whether each has given an oral or written statement and, if so, the identity of such statement;

(b) A brief summary of the knowledge which each has or claims to have; and

(c) The identity of any documents reflecting each's statement.

[If you will do so without a formal request for production of documents, please attach all such documents to your answers.]

**ANSWER:**

4. Please provide the following information concerning the identity of the persons identified in response to the preceding interrogatory:

- (a) Each's full and proper name;
- (b) Each's present or last known residence address;
- (c) Each's present or last known business address;
- (d) Each's present or last known job title;
- (e) Each's job title at the time of the incident;
- (f) Each's present or last known employer;
- (g) The address of each's present or last known employer; and
- (h) Each's employer at the present time.

**ANSWER:**

5. Please state whether you have a stenographic, mechanical, electrical, or other recording or transcript of any oral statement made by any person having any knowledge whatsoever concerning the above-captioned case or the incident.

**ANSWER:**

6. If your answer to the preceding interrogatory is anything but an unqualified negative, please state the following with respect to each such person making such statements:

- (a) Whether the statement is in question and answer form or in narrative form;
- (b) Whether the person giving the statement received a copy of the same;
- (c) The method by which the statement has been preserved;
- (d) The identity of the person by whom the statement was taken; and
- (e) The identity of the person presently having custody of the notes, recordings, transcripts, and so on of such statement.

[If you will do so without a request for production, please attach a copy of such statements hereto.]

**ANSWER:**



7. Please state whether any officers, employees, or contract drivers of Brink Transportation, Inc. have given any statement (as defined by the Rules of Civil Procedure) concerning this action or its subject matter. If so, please identify:

- (a) Each person to whom a statement was given;
- (b) When and where each statement was given;
- (c) Any person who has custody of any such statements that were reduced to writing or otherwise recorded; and
- (d) Whether you will attach a copy of each such statement to these answers to interrogatories without the necessity of filing a request for production of documents.

**ANSWER:**

8. Please identify each person who you expect to call as an expert witness at the trial of this case.

**ANSWER:**

9. Please identify each individual who you expect to call as an expert witness at the time of trial with regard to the following topics:

(a) Any allegation of negligence, breach of warranty, or liability on the part of Reighard Machine, Inc.;

**ANSWER:**

10. As to each person named in response to the preceding interrogatories please state:

- (a) The substance of each fact to which he or she is expected to testify;
- (b) The substance of each opinion to which he or she is to testify;
- (c) The grounds for each opinion; and
- (d) The background, training, experience and other qualifications of such expert.

**ANSWER:**

11. Please describe the specialty, if any, which each person identified in the answer to the preceding interrogatories possesses.

**ANSWER:**

12. Please state each and every respect in which each of the persons identified in response to the aforementioned interrogatories will contend that Reighard Machine, Inc. was negligent, or breached any warranty, in connection with maintenance or repair work performed on the 1990 Cobra Dump Trailer and/or any hydraulic hoist cylinder affixed as a component thereof, as identified in the Complaint.

**ANSWER:**

13. Please set forth each and every fact on which each contention listed in response to the preceding interrogatory is based, identifying the source of each such fact.

**ANSWER:**

14. Please state whether you or anyone acting on your behalf knows of the existence of any photographs, motion pictures, video recordings, maps, diagrams or models of the site of the incident, the parties, or any other subject matter involved in this action.

**ANSWER:**



15. Please state whether you or anyone on your behalf conducted any investigations of the incident which is the subject matter of the Complaint.

**ANSWER:**

16. If your answer to the preceding interrogatory is anything but an unqualified negative, please state with respect to any such investigations the following information:

(a) Each person, and the employer of each person, who conducted any investigations;

(b) The dates of the investigations; and

(c) All notes, reports or other documents prepared during or as a result of the investigations and the identity of the persons who have possession thereof.

**ANSWER:**

17. Please explain what you contend Reighard Machine, Inc. should have done to avoid the incident complained of in the Complaint.

**ANSWER:**

18. With respect to any damages incurred by Brink Transportation, Inc. as a result of this incident, please state the following:

- (a) A description of the damages incurred;
- (b) An itemization of each and every expense or outlay by you claimed as a result of any damages in this case including but not limited to the date incurred, the amount involved, the person to whom it was owed, the nature of the service performed, and the identity of the person paying it; and
- (c) The identity of any documents relating in any way to damages incurred by you as a result of the incident on which this action is brought.

**ANSWER:**

19. Please explain each and every way you contend that Reighard Machine, Inc. furnished defective work, parts or material in connection with its repair of the hydraulic hoist cylinder and/or the 1990 Cobra Dump Trailer identified in the Complaint.

**ANSWERS:**

20. Please specify the manner in which you contend that Reighard Machine, Inc. breached any applicable warranty with respect to its work in furnishing repair services and/or materials for the 1990 Cobra Dump Trailer and/or any hydraulic hoist cylinder forming a component part thereof, as identified in the Complaint. With respect to each such claimed warranty, provide the following:

- (a) A statement or summary of the warranty terms;
- (b) The identity of any individual or entity who made any such a warranty;
- (c) Whether each such warranty was written or verbal; and
- (d) Each manner in which you will contend that any such warranty was breached by Reighard Machine, Inc.

**ANSWER:**

21. Please itemize the nature and amount of all damages, whether special, consequential, or otherwise, for which Brink Transportation, Inc. seeks recovery in this case.

**ANSWER:**

22. Please identify the individual or individuals who drove the tractor/trailer combination on any trip or trips which resulted in damage to the hydraulic hoist cylinder that was repaired by Reighard Machine, Inc. as reflected in the invoice dated November 14, 2000 appended to the Complaint as Exhibit A. With regard to each such trip, provide the following:

- (a) The date;
- (b) A description of the material being hauled and the weight thereof;
- (c) The location where the load was picked up;
- (d) The location where the load was delivered; and
- (e) A description of the event which gave rise to damage to the hydraulic hoist cylinder and/or the trailer which prompted repairs as reflected in said invoices.

**ANSWER:**



23. With respect to the damage allegedly occurring on November 28, 2000 to the 1990 Cobra Dump Trailer and/or the hydraulic hoist cylinder comprising a component part thereof, please provide the following:

- (a) The identity of the driver;
- (b) The date;
- (c) A description of the material being hauled and the weight thereof;
- (d) The location where the load was picked up;
- (e) The location where the load was delivered; and
- (f) A description of the event which gave rise to damage to the hydraulic hoist cylinder and/or the trailer which prompted repairs as reflected in said invoices.

**ANSWER:**

24. With respect to the damage to the 1990 Cobra Dump Trailer and the hydraulic hoist cylinder comprising a component part thereof alleged to have occurred on December 18, 2000, provide the following:

- (a) The identity of the driver;
- (b) The date;
- (c) A description of the material being hauled and the weight thereof;
- (d) The location where the load was picked up;
- (e) The location where the load was delivered; and
- (f) A description of the event which gave rise to damage to the hydraulic hoist cylinder and/or the trailer which prompted repairs as reflected in said invoices.

**ANSWER:**

25. With regard to each and every instance in which the 1990 Cobra Dump Trailer and/or any hydraulic hoist cylinder comprising a component part thereof was tendered to Reighard Machine, Inc. for repair, please provide the following information:

- (a) Each date on which said equipment was tendered to Reighard Machine, Inc. for repair;
- (b) The condition for which repairs were sought;
- (c) The identity of the individual or individuals who tendered the equipment to Reighard Machine, Inc.;
- (d) The manner in which the equipment was provided to Reighard Machine, Inc. for repair;
- (e) The date on which the equipment was returned to Brink Transportation from Reighard Machine, Inc.;
- (f) The individual or individuals to whom the equipment was returned by Reighard Machine, Inc.; and
- (g) The manner in which the equipment was returned to Brink Transportation by Reighard Machine, Inc..

**ANSWER:**

26. With respect to any alleged dealings between Brink Transportation, Inc. and Reighard Machine, Inc., occurring at any time, please provide the following information:

- (a) The date of each such dealing;
- (b) The identity or any individuals actions on behalf of Brink Transportation, Inc. with respect to any such dealings;
- (c) The identity of any persons acting on behalf of Reighard Machine, Inc. in connection with any such dealings;
- (d) The substance of each such dealing, conversation, or contact; and
- (e) The purpose of each such dealing, conversation, or contact.

**ANSWER:**

27. Please state whether the tractor, trailer and/or any component parts thereof allegedly damaged on or about December 18, 2000, have been repaired. If so, provide the following information:

- (a) The date or dates of any such repairs;
- (b) The identity of any party or entity conducting such repairs;
- (c) The cost of such repairs;
- (d) Whether, prior to any such repairs, the damage was appraised;
- (e) The identity of any party appraising damage allegedly sustained to the equipment on or about December 18, 2000; and
- (f) The cost of all such repairs.

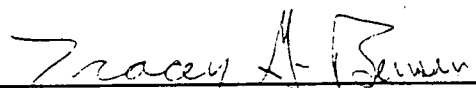
**ANSWER:**

28. Please state whether, as a result of this incident, you have received a notice of subrogation interest on behalf of any entity or third party provider in connection with payments or benefits received by you or made on your behalf. If so, please provide the following information with respect to each such notice of subrogation:

- (a) The name and address of each entity asserting a subrogation claim;
- (b) An itemized description of the payments, benefits, and amounts included in each claim for subrogation;
- (c) The date or dates, on which any payments or benefits were paid or made to you or on your behalf;
- (d) Whether you have received a written notice of subrogation and/or documentation supporting a subrogation claim.

[If you will do so without a formal request for production of documents, please attach copies of each subrogation notice, as well as copies of supporting documentation, to your answers to these interrogatories.]

**ANSWER:**

  
Tracey G. Benson, Esquire

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

Counsel for Defendant  
Reighard Machine, Inc.

Dated: January 30, 2002

# EXHIBIT B

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

BRINK TRANSPORTATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	01-454-CD
REIGHARD MACHINE, INC.,	)	
	)	
Defendant.	)	

**REQUEST FOR PRODUCTION OF  
DOCUMENTS DIRECTED TO PLAINTIFF**

Defendant Reighard Machine, Inc., by its counsel, Tracey G. Benson, Esquire, and Miller, Kistler, Campbell, Miller & Williams, Inc., hereby requests plaintiff Brink Transportation, Inc. to produce pursuant to Rule 4009 of the Pennsylvania Rules of Civil Procedure for inspection and/or photocopying at the offices of Miller, Kistler, Campbell, Miller & Williams, Inc., 124 North Allegheny Street, Bellefonte, Pennsylvania 16823, within thirty (30) days of the date of service hereof, the documents described below. In responding to this Request, you (as hereinafter defined) shall utilize the definitions and follow the instructions set forth below, each of which shall be deemed to be a material part of each request.



## DEFINITIONS

1. "You" or "your" shall mean Brink Transportation, Inc., as may be relevant or appropriate, as well as its agents, attorneys, accountants, consultants, independent contractors, and any other individual or entity associated or affiliated with you or purporting to act on your behalf with respect to the matter in question.
2. The word "document" as used herein shall be understood to mean all written, graphic, or otherwise recorded matter, however produced or reproduced, in the actual or constructive possession, custody, care or control of you, your officers, agents, employees and attorneys, or any of them, including but not limited to originals and all copies of correspondence, tapes, disks, photographs, telegrams, notes, sound recordings, minutes of meetings, memoranda, reports, and the like, whether made or received by you.
3. The singular of any word used herein shall be deemed to include the plural of such word and the plural shall include the singular.
4. The word "incident" shall mean the circumstances on which this action is based relating to any damage to equipment owned by Brink Transportation as set forth in the Complaint filed in this matter.

### REQUEST FOR PRODUCTION OF DOCUMENTS

1. Any and all documents reflecting, referring or relating in any way to the incident forming the basis for the allegations contained in the Complaint.
2. Any and all documents reflecting, referring or relating in any way to any investigation of the incident forming the basis for the allegations contained in the Complaint, whether conducted or undertaken by Brink Transportation, or others.
3. Any and all documents reflecting, referring or relating in any way to statements rendered by individuals in connection with this incident, whether written, oral, signed, transcribed, recorded, or otherwise contained in any documentary form.
4. Any and all documents reflecting, referring or relating in any way to individuals who witnessed the incident alleged in the Complaint, or any activities or occurrences prior or subsequent thereto which you contend support any of the allegations contained in the Complaint.
5. Any and all photographs, drawings, and/or diagrams reflecting, referring, depicting or relating in any way to the incident alleged in the Complaint.
6. Any expert, or investigation reports reflecting, referring or relating in any way to issues of liability and damages for the incident alleged in the Complaint.
7. Any and all documents reflecting, referring or relating in any way to damage to the 1990 Cobra Dump Trailer which gave rise to the request by Brink Transportation that Reighard Machine undertake repairs to the hydraulic hoist cylinder removed therefrom, on or about November 14, 2000.

8. Any and all documents reflecting, referring or relating in any way to repairs undertaken by Reighard Machine on or before November 14, 2000, in connection with Brink Transportation's 1990 Cobra Dump Trailer, or any components thereof including the hydraulic hoist cylinder.

9. Any and all documents reflecting, referring or relating in any way to damage sustained to the 1990 Cobra Dump Trailer which is alleged to have occurred on November 28, 2000.

10. Any and all documents reflecting, referring or relating in any way to repairs undertaken by Reighard Machine as encompassed by the invoice dated December 8, 2000, and attached as Exhibit B to plaintiff's Complaint.

11. Any and all documents reflecting, referring or relating in any way to damage allegedly sustained to a tractor, a 1990 Cobra Dump Trailer, or any components thereof, alleged to have occurred on or about December 18, 2000.

12. Any and all documents reflecting, referring or relating in any way to repairs undertaken by, and/or necessitated by, the incident alleged in the Complaint to have occurred on December 18, 2000.

13. Any and all documents reflecting, referring or relating in any way to costs allegedly sustained by Brink Transportation in connection with unloading or otherwise remediating the situation allegedly resulting in property damage to the tractor, trailer, or components thereof on or about December 18, 2000.

14. Any and all documents reflecting, referring or relating in any way to maintenance of the 1990 Cobra Dump Trailer identified in plaintiff's Complaint, during the period from January 1, 2000 to the present.

15. Any and all documents which reflect the identity of each driver who transported materials using the 1990 Cobra Dump Trailer identified in the Complaint, at any time between November 1, 2000 and December 31, 2000, as well as the date or dates for each such use.

16. Any and all documents upon which Brink Transportation intends to rely in support of its claim that it sustained a loss of \$300.00 per day in connection with any damage sustained by the 1990 Cobra Dump Trailer identified in the Complaint.

17. Any and all documents upon which Brink Transportation intends to rely in support of its claim for any and all damages or economic losses alleged in paragraph 37(a) through (h) of the Complaint.

18. Any and all documents upon which Brink Transportation intends to rely in support of its claim for breach of any warranty allegedly made by Reighard Machine with respect to any repair or maintenance work performed by Reighard Machine, Inc.

19. Any and all documents upon which Brink Transportation intends to rely in support of any allegation that Reighard Machine, Inc. used defective parts or material in connection with any of its repair work involving the 1990 Cobra Dump Trailer and/or any hydraulic hoist cylinder forming a component part thereof.

20. Any and all documents which identify any officers, employees, servants or agents of Brink Transportation who had contact with Reighard Machine, Inc. in connection

with any repairs to the 1990 Cobra Dump Trailer and/or the hydraulic hoist cylinder identified in the Complaint.

21. Any and all documents that you contend establish, either in whole, in part, or otherwise, any negligence or other liability on the part of Reighard Machine, Inc., or others which you contend resulted, in whole, in part, or otherwise, to the damages for which you seek recovery in this lawsuit.

22. Any and all documents that you intend to rely upon in support of any allegations contained in the Complaint, including any documents that you contend support any damages that you are claiming in this lawsuit.

23. Any and all documents, including but not limited to pleadings, correspondence, discovery, documents reflecting settlement or demands, pertaining to litigation or claims asserted by Brink Transportation against any other individuals or entities in connection with the incidents alleged in the Complaint.

24. Any and all documents reflecting, referring, or relating in any way to claims for subrogation asserted by any party, any entity or any individual with respect to payments or benefits received by Brink Transportation, Inc. pertaining to the property damage and other losses alleged in the Complaint.

25. Any and all documents reflecting, referring, or relating in any way to insurance coverage, or any denial thereof, for damage to the 1990 Cobra Dump Trailer and/or tractor trucks as alleged in the Complaint

---

Tracey G. Benson

MILLER, KISTLER, CAMPBELL,  
MILLER & WILLIAMS, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823  
(814) 355-5474

Counsel for Defendant  
Reighard Machine, Inc.

Dated: January 30, 2001

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

BRINK TRANSPORTATION, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	CIVIL ACTION NO.
	)	01-454-CD
REIGHARD MACHINE, INC.,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing **REQUESTED FOR PRODUCTION OF DOCUMENTS DIRECTED TO PLAINTIFF**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Dwight L. Koerber, Jr., Esquire  
Kriner, Koerber & Kirk, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830.

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON INC.

By: Tracey G. Benson  
Tracey G. Benson

Dated: January 30, 2002

# EXHIBIT C



LAW OFFICES OF  
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.  
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.  
RICHARD L. CAMPBELL  
JOHN R. MILLER, III  
TERRY J. WILLIAMS  
TRACEY G. BENSON  
SCOTT C. ETTER, Ph.D.  
ELIZABETH A. DUPUIS  
DAVID B. CONSIGLIO  
STACY R. PARKS  
JENNIFER P. BIERLY  
JULIA R. CRONIN

PLEASE REPLY TO:  
STATE COLLEGE OFFICE

June 5, 2002

720 SOUTH ATHERTON STREET  
STATE COLLEGE, PA. 16801-4628  
(814) 234-1500  
FAX (814) 234-1549  
AND  
124 NORTH ALLEGHENY STREET  
BELLEFONTE, PA. 16823-1625  
(814) 355-5474  
GENERAL FAX (814) 355-5340  
REAL ESTATE FAX (814) 357-0264

COUNSEL TO THE FIRM  
ROBERT K. KISTLER

Dwight L. Koerber, Jr., Esq.  
Kriner, Koerber & Kirk, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830

**RE: Brink Transportation, Inc. v. Reighard Machine, Inc.  
Civil Action No. 01-454-CD (Clearfield County, PA)  
Claim No. 7A102049**

Dear Mr. Koerber:

On January 30, 2002, I served you with interrogatories and a request for production of documents on behalf of the defendant, Reighard Machine, Inc. To-date, I have not received any responses from you to these discovery requests. Would you please provide the requested information and documents so that I may proceed with my discovery in connection with this case.

Very truly yours,

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By: /s/ TRACEY G. BENSON  
Tracey G. Benson

TGB/cfs

bcc: Bruce Haring  
(Claim No. 7A102049)  
Donald Sauter

**LAW OFFICES  
OF  
DWIGHT L. KOERBER, JR.**

**Attorneys at Law  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830**

*Dwight L. Koerber, Jr.  
Cynthia B. Stewart*

*Telephone (814) 765-9611  
Facsimile (814) 765-9503*

June 10, 2002

Tracey G. Benson, Esquire  
MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
720 South Atherton Street  
State College, PA 16801-4628

RE: BRINK TRANSPORTATION, INC v.  
REIGHARD MACHINE, INC.  
CIVIL ACTION NO. 01-454-CD

Dear Attorney Benson:

We are in receipt of your letter dated June 5, 2002 regarding the above captioned matter.

Attorney Koerber recently had unexpected bypass surgery and is out of the office recuperating at this time and would request additional time to respond to the interrogatories. We are certain that Attorney Koerber will give this matter his immediate attention upon his return.

We appreciate your courtesies and understanding during this time.

Sincerely,

*Cynthia B. Stewart*  
Cynthia B. Stewart

CBS/sw

cc: Brink Transportation, Inc.

6/17/02

LAW OFFICES OF  
**MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.**  
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.  
RICHARD L. CAMPBELL  
JOHN R. MILLER, III  
TERRY J. WILLIAMS  
TRACEY G. BENSON  
SCOTT C. ETTER, Ph.D.  
ELIZABETH A. DUPUIS  
DAVID B. CONSIGLIO  
STACY R. PARKS  
JENNIFER P. BIERLY  
JULIA R. CRONIN

PLEASE REPLY TO:  
BELLEFONTE OFFICE

September 18, 2002

124 NORTH ALLEGHENY STREET  
BELLEFONTE, PA. 16823-1695  
(814) 355-5474  
GENERAL FAX (814) 355-5340  
REAL ESTATE FAX (814) 357-0264  
AND  
720 SOUTH ATHERTON STREET  
STATE COLLEGE, PA. 16801-4628  
(814) 234-1500  
FAX (814) 234-1549

COUNSEL TO THE FIRM  
ROBERT K. KISTLER

Dwight L. Koerber, Jr., Esq.  
Kriner, Koerber & Kirk, P.C.  
110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830


**RE: Brink Transportation, Inc. v. Reighard Machine, Inc.**  
**Civil Action No. 01-454-CD (Clearfield County, PA)**  
**Claim No. 7A102049**

Dear Mr. Koerber:

I was advised by Attorney Stewart of your office on June 10, 2002, that you have recently undergone heart bypass surgery and that you would be out recuperating. I hope that things went well for you, and that your recovery is proceeding smoothly. Without any desire to increase your stress levels, I would appreciate some feedback regarding when we can expect responses to the outstanding discovery directed to Brink Transportation. Please give me a call or a letter advising of your anticipated timeframe for getting back up to speed in this case. In the meantime, I hope you are doing well.

Very truly yours,

MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.

By:  **TRACEY G. BENSON**  
Tracey G. Benson

TGB/cfs

bcc: Bruce Harding  
(Claim No. 7A-102049 TM)  
Don Sauter

**LAW OFFICES  
OF  
DWIGHT L. KOERBER, JR.**  
*Attorneys at Law*  
110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830

*Dwight L. Koerber, Jr.  
Cynthia B. Stewart*

*Telephone (814) 765-9611  
Facsimile (814) 765-9503*

September 20, 2002

Tracey G. Benson, Esquire  
MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
720 South Atherton Street  
State College, PA 16801-4628

RE: BRINK TRANSPORTATION, INC. v.  
REIGHARD MACHINE, INC.  
DOCKET NO. 01-454-CD

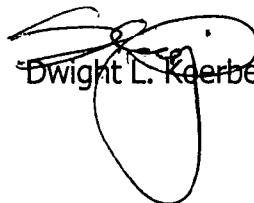
Dear Mr. Benson:

I am in receipt of your letter dated September 18, 2002. Thank you for your well wishes.

I am back in the office but am dealing with a serious backlog of work. I would propose that we agree that I get a reply to the answers to interrogatories by November 1, 2002.

Please let me know if this is an acceptable timetable.

Very truly yours,

  
Dwight L. Koerber, Jr.

DLK/sw

9/24/02



FILED

MAR 15 2003

1cc

Atty Benson

William A. Shaw  
Prothonotary

LA

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

BRINK TRANSPORTATION, INC.,

Plaintiff,

v.

REIGHARD MACHINE, INC.,

Defendant.

CIVIL ACTION NO.  
01-454-CD

**ORDER**

AND NOW, to-wit, this 20<sup>th</sup> day of March, 2003, upon consideration of the Motion to Compel Discovery Responses from Plaintiff as filed on behalf of Defendant Reighard Machine, Inc., and it appearing to the Court that Plaintiff has failed to answer the outstanding discovery in a timely manner, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that said Motion be, and the same hereby is, GRANTED.

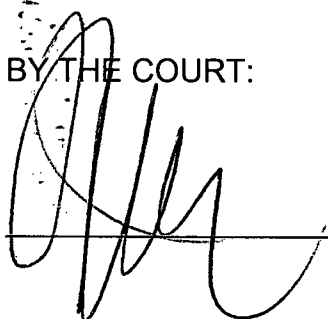
The Plaintiff hereby is directed to provide full and complete answers to the outstanding interrogatories, to the outstanding request for production of documents, and to produce documentation requested therein, within twenty (20) days of the date of this Order, or suffer sanctions, which may include dismissal of this action, upon application for same by the Defendant.

**FILED**

MAR 20 2003

William A. Shaw  
Prothonotary

BY THE COURT:



J.

FILED

0130 4084  
MAR 20 2003

William A. Shaw  
Prothonotary

Att. Benson



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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

\*  
\*  
\*  
\*  
\*

Docket No. 01-454-CD

Type of pleading:  
ANSWER TO MOTION TO  
COMPEL DISCOVERY

Filed on behalf of:  
PLAINTIFF, Brink  
Transportation, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**

0/2:54 AA 3cc to atty.  
APR 10 2003 *[Signature]*

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

\*

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Docket No. 01-454-CD

ANSWER TO MOTION TO COMPEL DISCOVERY

COMES NOW, Brink Transportation, Inc., by and through its attorney, Dwight L. Koerber, Jr., Esquire, and files the within Answer to the Motion to Compel Discovery filed by the defendant herein.

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

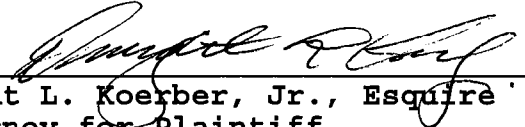
5. Admitted in substance, with the understanding that the delay encountered was in no way intended to prejudice the parties, but instead was a matter of administrative time in responding.

6. It is admitted that at the time the motion was filed, that discovery had not been responded to, but it has now been met. See Certificate of Service attached hereto.

7. These issues are now moot, as the response has been provided to the discovery request.

WHEREFORE, plaintiff prays that the Motion to Compel Discovery be dismissed, or withdrawn, as the responses have been presented.


Respectfully submitted,

By:   
Dwight L. Koerber, Jr., Esquire  
Attorney for Plaintiff,  
BRINK TRANSPORTATION, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of April, 2003, a copy of the foregoing pleading was served by United States First Class Mail upon counsel for defendant at the following name and address:

Tracey G. Benson, Esquire  
MILLER, KISTLER, CAMPBELL,  
WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823-1695

  
Dwight L. Koerber, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
Docket No. 01-454-CD

BRINK TRANSPORTATION, INC.,  
Plaintiff

-VS-

REIGHARD MACHINE, INC.,  
Defendant

ANSWER TO MOTION TO  
COMPEL DISCOVERY

*Law Office*

DWIGHT L. KOERBER, JR.  
ATTORNEY - AT - LAW  
110 NORTH SECOND STREET  
P. O. Box 1920  
CLEARFIELD, PENNSYLVANIA 16830

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

\*

\*

\*

\*

\*

Docket No. 01-454-CD

Type of pleading:  
CERTIFICATE OF SERVICE

Filed on behalf of:  
PLAINTIFF, Brink  
Transportation, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED**

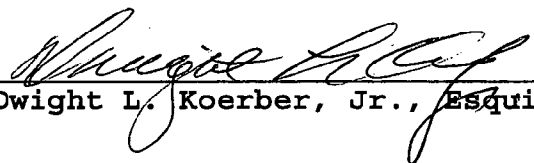
01/21/53 BA NO CC  
APR 10 2003  
E  
KED

William A. Shaw  
Prothonotary

**CERTIFICATE OF SERVICE**

I hereby certify that on this 10th day of April, 2003, a copy of the Answer to First Set of Interrogatories of Plaintiff and a copy of the Answer to Request for Production of Documents Directed to Plaintiff were served by United States First Class Mail upon counsel for defendant at the following name and address:

Tracey G. Benson, Esquire  
MILLER, KISTLER, CAMPBELL,  
WILLIAMS & BENSON, INC.  
124 North Allegheny Street  
Bellefonte, PA 16823-1695

  
Dwight L. Koerber, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
Docket No. 01-454-CD

BRINK TRANSPORTATION, INC.,  
Plaintiff

-vs-

REIGHARD MACHINE, INC.,  
Defendant

CERTIFICATE OF SERVICE

*Law Office*  
DWIGHT L. KOERBER, JR.  
ATTORNEY - AT - LAW  
110 NORTH SECOND STREET  
P. O. BOX 1320  
CLEARFIELD, PENNSYLVANIA 16830



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

BRINK TRANSPORTATION, INC.,  
Plaintiff

\*

-vs-

\*

Docket No. 01-454-CD

REIGHARD MACHINE, INC.,  
Defendant

\*

Type of Pleading:  
CERTIFICATE OF SERVICE

Filed on behalf of:  
PLAINTIFF:  
Brink Transportation, Inc.

Counsel of record for  
this party:

Dwight L. Koerber, Jr.  
PA I.D. No. 16332

110 North Second Street  
P. O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

FILED

APR 30 2003

William A. Shaw  
Prothonotary

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

\*

\*

-VS-

\*

Docket No. 01-454- CD

\*

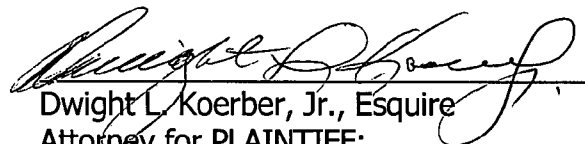
REIGHARD MACHINE, INC.,  
Defendant

\*

**CERTIFICATE OF SERVICE**

This is to certify that on the 29<sup>th</sup> day of April, 2003, the undersigned served an original and two copies of the foregoing Set II Interrogatories and Request for Production of Documents Directed to Defendant in the above-captioned matter upon counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

Tracey G. Benson, Esquire  
MILLER, KISTLER, CAMPBELL,  
MILLER, WILLIAMS & BENSON, INC.  
720 South Atherton Street  
State College, PA 16801-4628

  
Dwight L. Koerber, Jr., Esquire  
Attorney for PLAINTIFF:  
Brink Transportation, Inc.

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

-VS-

REIGHARD MACHINE, INC.,  
Defendant

CERTIFICATE OF SERVICE  
Docket No. 01-454-CD

WILLIAM A. SHAW  
Prothonotary

*Law Office*

DWIGHT L. KOERBER, JR.  
ATTORNEY-AT-LAW  
110 NORTH SECOND STREET  
P. O. BOX 1920  
CLEARFIELD, PENNSYLVANIA 16830

FILED  
APR 31 1984  
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Atty Koerber

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

BRINK TRANSPORTATION, INC.,  
Plaintiff

\*

\*

-VS-

\*

Docket No. 01-454- CD

\*

REIGHARD MACHINE, INC.,  
Defendant

\*

Type of Pleading:  
PRAECIPE TO DISCONTINUE

Filed on Behalf of:  
Plaintiff:  
Brink Transportation Inc.

Counsel of Record for  
This Party:

Dwight L. Koerber, Jr.,  
Esquire  
PA I.D. No. 16332

110 North Second Street  
P.O. Box 1320  
Clearfield, PA 16830  
(814) 765-9611

**FILED** 

FEB 09 2005

07:30 PM

William A. Shaw

Prothonotary/Clerk of Courts

NO COURT COPIES

CERTIFICATE TO ATTORNEY



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

BRINK TRANSPORTATION, INC.,  
Plaintiff

\*

\*

-VS-

\*

Docket No. 01-454- CD

\*

REIGHARD MACHINE, INC.,  
Defendant

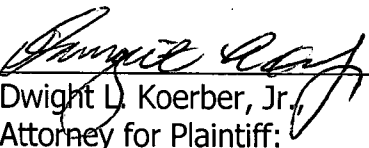
\*

PRAECIPE TO DISCONTINUE

TO: WILLIAM A. SHAW, PROTHONOTARY  
COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
1 North Second Street  
Clearfield, PA 16830

Please mark the docket in this proceeding as discontinued and settled with  
prejudice.

Respectfully submitted,

By:   
Dwight L. Koerber, Jr.  
Attorney for Plaintiff:  
Brink Transportation, Inc.

**FILED**

**FEB 09 2005**

William A. Sraw  
Prothonotary/Clerk of Courts

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

**CIVIL DIVISION**

**Brink Transport, Inc.**

**Vs.**

**No. 2001-00454-CD**

**Reighard Machine, Inc.**

**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 9, 2005, marked:

Discontinued and Settled with prejudice

Record costs in the sum of \$ have been paid in full by Atty. Koerber.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of February A.D. 2005.

---

William A. Shaw, Prothonotary