

02-71-CD
PENN PARTS & SERVICE -vs- LJP TRUCKING et al

COMMONWEALTH OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
46th JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO.

02-71-C8

NOTICE OF APPEAL

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

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
LJF Trucking/Leo Frailey		46-3-03	
ADDRESS OF APPELLANT		STATE	
RD #1, Box 60F		PA	
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	ZIP CODE	
12-17-01	Penn Parts & Service	16656	
vs. LJF Trucking/Leo Frailey		(Defendant)	
CLAIM NO.		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT	
CV 19 0000260-01		F. Cat. Bn III	
LT 19			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>			
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Penn Parts & Service Co., appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 02-71-C8) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

F. Cat. Bn III
Signature of appellant or his attorney or agent

RULE: To Penn Parts & Service Co., appellee(s).
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

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

Date: Jan. 15, 2002

Signature of Prothonotary or Deputy

FILED

JAN 15 2002

Atty Bell
Pd. \$0.00

Copies to
William A. Shaw Atty Bell
Prothonotary

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

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served

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

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA
Address: **MOUNTAIN VIEW PLAZA**
P.O. BOX 210
KYLERTOWN, PA
Telephone: **(814) 345-6789**

16847-0000

ATTORNEY DEF PRIVATE :

F. C. BELL
231 E. MARKET ST.
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

PENN PARTS & SERVICE CO
RR1, BOX 790E
OSCEOLA MILLS, PA 16666

NAME and ADDRESS

DEFENDANT:

LJF TRUCKING/ LEO FRAILEY
R.D.1 BOX 60F
IRVONA, PA 16656

NAME and ADDRESS

Docket No.: **CV-0000260-01**
Date Filed: **10/18/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

Judgment was entered for: (Name) **PENN PARTS & SERVICE CO**

Judgment was entered against: (Name) **LJF TRUCKING/ LEO FRAILEY**

in the amount of \$ **5,836.40** on: (Date of Judgment) **12/17/01**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Levy is stayed for _____ days or generally stayed. _____

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

Amount of Judgment	\$ 5,738.90
Judgment Costs	\$ 97.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,836.40
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

12/17/01 Date M A RudeLLa, District Justice

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

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

COMMONWEALTH OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY
46th JUDICIAL DISTRICT

NOTICE OF APPEAL

FROM
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

02-71-C8

NOTICE OF APPEAL

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

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.		
LJF Trucking/Leo Frailey		46-3-03		
ADDRESS OF APPELLANT		CITY	STATE	ZIP CODE
RD #1, Box 60F		Irsvona	PA	16656
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)		(Defendant)	
12-17-01	Penn Parts & Service Co		vs. LJF Trucking/Leo Frailey	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT			
CV 19 0000260-01 LT 19	F. C. B. III			
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>Signature of Prothonotary or Deputy</p>				
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>				

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Penn Parts & Service Co., appellee(s), to file a complaint in this appeal
(Name of appellee(s))

(Common Pleas No. 02-71-C8) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

F. C. B. III

(Signature of appellant or his attorney or agent)

RULE: To Penn Parts & Service Co., appellee(s).
(Name of appellee(s))

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

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

Date: Jan. 15, 19²00

(Signature of Prothonotary or Deputy)

Willie Shaver

FILED

JAN 24 2002

M 11:30 AMCC
William A. Shaw
Prothonotary

02-71-CD

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

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 02-71-CD, upon the District Justice designated therein on
(date of service) January 22, 2002 by personal service by (certified) mail, sender's
receipt attached hereto, and upon the appellee, (name) Penn Parts & Service Co., on
January 22, 2002. by personal service by (certified) (registered) mail, sender's receipt attached hereto.
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on January 22, 2002 by personal service by (certified) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 24th DAY OF January, 2002

Nancy M. Smeal

Signature of affiant

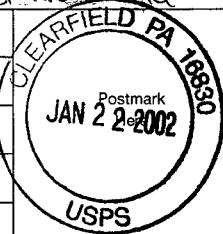
Nancy M. Smeal
Signature of official before whom affidavit was made

Title of official	NOTARIAL SEAL
NANCY M. SMEAL, Notary Public	
Graham Township, Clearfield Co., PA	
My Commission Expires May 4, 2002	

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

District Justice Michael Ruidellla

Postage	\$.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94



Recipient's Name (Please Print Clearly) (to be completed by mailer)

District Justice Michael Ruidellla
Street, Apt. No. or PO Box No.
Mt. Pleasant
P.O. Box 210
City, State, ZIP+4
Kylertown, PA 16847

Form 3800 February 2000

See Reverse for Instructions

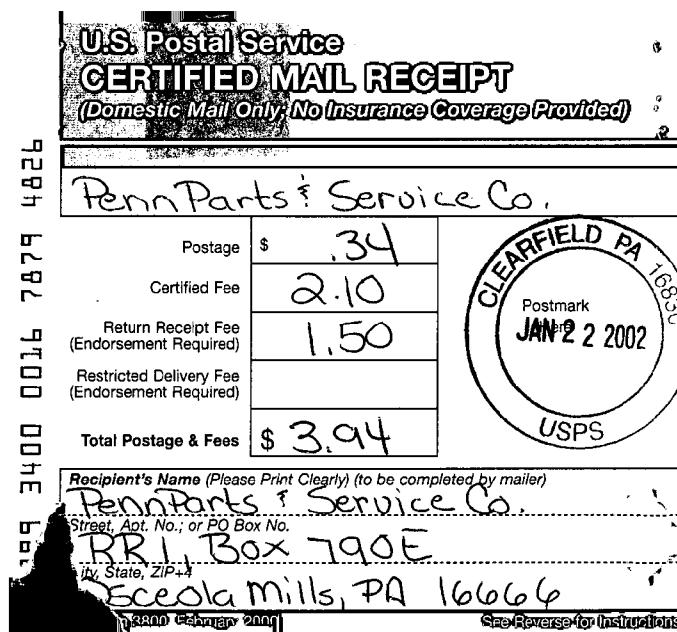
Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.



Certified Mail Provides:

- A mailing receipt
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- A signature upon delivery
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- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-03

DJ Name: Hon.

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

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

16847-0000

MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

PENN PARTS & SERVICE CO
RR1, BOX 790E
OSCEOLA MILLS, PA 16666

NAME and ADDRESS

DEFENDANT:

LJF TRUCKING/ LEO FRAILEY
R.D.1 BOX 60F
IRVONA, PA 16656

VS.

NAME and ADDRESS

Docket No.: **CV-0000260-01**
Date Filed: **10/18/01**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

02-71-00

Judgment was entered for: (Name) **PENN PARTS & SERVICE CO**

Judgment was entered against: (Name) **LJF TRUCKING/ LEO FRAILEY**

in the amount of \$ **5,836.40** on: (Date of Judgment) **12/17/01**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Levy is stayed for _____ days or generally stayed. _____

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

Amount of Judgment	\$ 5,738.90
Judgment Costs	\$ 97.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 5,836.40
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

FILED

m 19/30/02 *E*
JAN 30 2002 *E*

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION, YOU
MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

12/17/01 Date *M A Rudella*, District Justice

William A. Shaw
Prothonotary

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

1/23/02 Date *M A Rudella*, District Justice

My commission expires first Monday of January,

2006

SEAL

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

Penn Parts & Service Co INC

Plaintiff/Appellant

vs.

Leo Frailey D/B/A, L.J.F. Trucking

Defendant/Appellee

: District Justice Appeal
: CASE NO. 02-71-CO

CERTIFICATE OF SERVICE

I, Andrew Pollock Penn Parts & Service Co Inc, Plaintiff
above named, do hereby certify that on the 30th day
of January, 2002, I served a certified copy of the
Complaint on the Defendant above named, by regular US Mail
certified copy to the Defendant at RD # 1, Box 60F, Irvona, PA 16656.

FILED

JAN 30 2002

01113512cc Penn Parts
William A. Shaw
Prothonotary

GES

Andrew Pollock Pol

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

PENN PARTS & SERVICE CO. INC. : No. 02-71-CD
Plaintiff :
: Type of Case: Civil Action
vs. :
: Type of Pleading:
LEO FRAILEY D/B/A/ : Preliminary Objections to
LJF TRUCKING, : Plaintiffs' Complaint
: Defendant :
: Filed on Behalf of:
: Leo Frailey and LJF, Inc.,
: Defendant :
: Counsel of Record for this Party:
: F. Cortez Bell, III, Esquire
: I.D. #30183
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: Telephone: (814) 765-5537
:
:

Answered Copy

Filed

FILED

MAR 06 2002
011:45 AM
William A. Shaw
Prothonotary

4 Cents to Attm

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

PENN PARTS & SERVICE CO. INC. :
Plaintiff :
:
vs. : No. 02-71-CD
:
LEO FRAILEY D/B/A/
LJF TRUCKING, :
Defendant :
:

PRELIMINARY OBJECTIONS TO PLAINTIFFS' COMPLAINT

NOW comes the Defendant, Leo Frailey and LJF, Inc. by and through his and its attorney, F. Cortez Bell, III, Esquire, who for the Defendants' Preliminary Objections to the Plaintiffs' Complaint respectfully set forth and avers as follows:

1. That the Plaintiff, Penn Parts & Service Co. Inc., filed a Civil Complaint before the Court of Common Pleas of Clearfield County, Pennsylvania, on or about January 30, 2002.
2. That the Complaint was subsequently served on the Defendant, Leo Frailey / LJF Trucking by Certified Mail, Return Receipt Requested.
3. That the Complaint filed by the Plaintiff sets forth a cause of action alleging that a balance is due on a billing for services rendered in regard to the repair of a Caterpillar Bulldozer, Model D4H.
4. That the provisions of the Pennsylvania Rules of

Civil Procedure, Rule 1028(a)(3) allows the filing of Preliminary Objections to a complaint on the basis of the Plaintiff having provided insufficient specificity in a pleading.

MOTION FOR MORE SPECIFIC PLEADING

5. That with regard to the Plaintiffs' Complaint and the assertion contained therein in regard to the amount alleged to be due, the Plaintiff has attached various documents purporting to be an invoice as to time spent in repair of the Bulldozer.

6. That at the time of the hearing before the District Justice, the Plaintiff had available and presented various other documents evidencing parts involved in the repair and other documents evidencing work done on the Bulldozer. Said items were used at the hearing which resulted in the Judgment in favor of the Plaintiff at the District Justice level.

7. That without a more specific description of the work done and the parts used in the repair of the Bulldozer as was presented at the District Justice level by way of documentary evidence, the Defendant is unable to specifically respond to the averments set forth in the Complaint.

8. That the Defendant therefore pursuant to the Preliminary Objection contained herein raise a Motion for More Specific Pleading as set forth above.

WHEREFORE, it is respectfully requested that your

Honorable Court direct that the Plaintiff file a more specific pleading in response to the objection set forth above or in lieu thereof that your Honorable Court dismiss the Complaint filed by the Plaintiff.

Respectfully submitted,

BELL, SILBERBLATT & WOOD
By,

F. C. Bell III
F. Cortez Bell, III, Esquire
Attorney for Defendant

VERIFICATION

I, F. Cortez Bell, III, Esquire, verify that the statements made within the foregoing Preliminary Objections to Plaintiffs' Complaint are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date: 3-6-2002

F. Cortez Bell III
F. Cortez Bell, III, Esquire

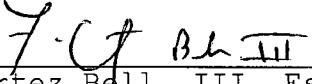
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PENN PARTS & SERVICE CO. INC. :
Plaintiff :
:
vs. : No. 02-71-CD
:
LEO FRAILEY D/B/A/ :
LJF TRUCKING, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing Preliminary Objections to Plaintiffs' Complaint upon the following person by delivering such copy via United States First Class Mail, postage prepaid, to:

Andrew Pollock, President
Penn Parts & Service Co., Inc.
RR #1, Box 790E
Osceola Mills, PA 16666


F. Cortez Bell, III, Esquire

Attorney for Defendant

Date: March 6, 2002

William A. Shaw
Prothonotary

Mar 0 2002

RECEIVED

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
No. 02-71-CD

PENN PARTS & SERVICE, CO., INC.,
Plaintiff

vs.

LEO FRATELY, d/b/a LJF TRUCKING,
Defendant

PRELIMINARY OBJECTIONS TO
PLAINTIFFS' COMPLAINT

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

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

Penn Parts & Service Co Inc
Plaintiff

No. _____, 2002

vs.
Leo Frailey D/B/A,
LJF Trucking

02-71-CO

Defendants

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

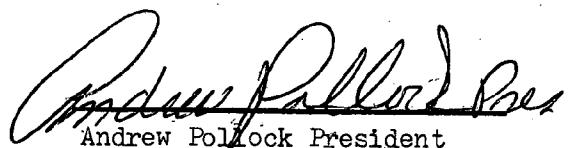
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator's Office
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

FILED

JAN 30 2002

William A. Shaw
Prothonotary


Andrew Pollock President

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

Penn Parts & Service Co., Inc., *
Plaintiff *
*
vs * Case No. _____, 2002
*
*
Leo Frailey D/B/A, * 02-71-CO
LJF Trucking *
Defendant *

COMPLAINT

1. The Plaintiff is Penn Parts & Service Co. Inc. Company at RR #1 Box 790E, Osceola Mills, PA 16666 and Registered to do business in the state of Pennsylvania.
2. The Defendant Leo Frailey, D/B/A LJF Trucking, RD #1, Box 60F, Irvona, PA 16656.
3. The Defendant is owner of a Caterpillar Bulldozer, Model D4H.
4. The Defendant contacted the Plaintiff at the end of May 2001 about problems with the D4H.
5. Plaintiff dispatched a mechanic to the site of the D4H to determine the problem.
6. During the trouble shooting process; it was discovered the oil in the transmission & filters were contaminated.
7. As per Defendants instructions the transmission was removed to Plaintiff's shop to disassemble and check for damage.
8. After the transmission was disassembled Plaintiff discovered the transmission was in need of being totally rebuilt.
9. At this time Plaintiff recommended the steering clutches and the final drives also be removed and inspected; since they are all in the same oil.
10. Defendant removed steering clutches and final drives and delivered them to our rebuild shop.

11. Plaintiff disassembled steering clutches and final drives and made necessary repairs.

12. As per Defendants instructions the necessary work was completed on Clutches and Finals. All parts were installed on machine and necessary adjustments were made to comply with manufacture's specifications.

13. Defendant agreed to pay bills totalling \$15,738.76 and copies are attached. Defendant paid \$10,000.00 leaving balance \$5,738.76.

14. As a result of the refusal of the Defendant to pay the total. The Plaintiff incurred the following expenses:

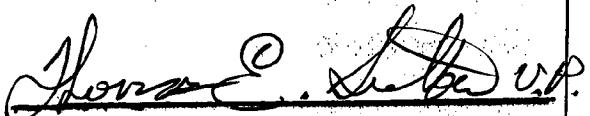
Unpaid Balance of Bill	\$ 5,738.90
Judgement Cost	97.50
Legal Fees	150.00
Interest from 5/31/01 8% @ 9 months	344.33
 TOTAL-----	\$ 6,330.76

WHEREFORE, Plaintiff demands judgement against the Defendant in the amount of \$6,330.76.

*Andrew Pollak Pres.
Penn Parts & Service Co. Inc*

AFFIDAVIT

On this, the 30 day of January, 2002, before me, a Notary Public, personally appeared Thomas Sutton, the Plaintiff herein and acknowledged the he has read the foregoing Complaint and that the statements made therein are true and correct to the best of his information and belief.

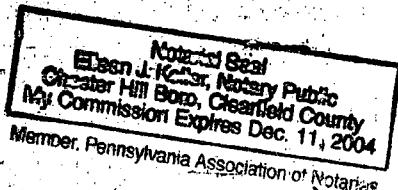
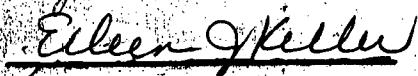


Thomas Sutton VP
Penn Parts & Service Co Inc.

SWORN to and SUBSCRIBED

before me this 30 day

of January, 2002





"For All Your Heavy Equipment Needs"

ENN PARTS

Quality New & Used Parts & Equipment Sales

Phone: 814-339-6380

Fax: 814-339-7640

R. R. 1, Box 790E

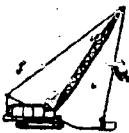
Osceola Mills, PA 16666

SOLD TO: LJE Trucking
RD 81, Box 607
Ivona, PA 16656

SHIP TO:

672-515

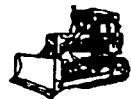
NO WARRANTY IMPLIED - SOLD AS IS WHERE IS.



May 31, 2001



PENN PARTS
Quality New & Used Parts & Equipment Sales



LJF Trucking

Ref: D4H Transmission

Following detailed description: Rebuild Trans/Torque/Pump
Bevel Gear Assy/Finals/Steering Clutch Assemblies.

May 1, 2001 6 hrs. Field Labor - Traveled to customers
job to trouble shoot transmission problem.
Found low pressures and contamination in
Transmission.

May 2, 2001 6.5 hrs. Field Labor - Returned to customers
job. Removed Transmission/Torque/Pump/Bevel
Gear Assy.

May 3, 2001 8 hrs. Shop Labor - Dismantling and Inspecting
parts from Transmission/Torque/Pump Bevel Gear
Assy.

May 4, 2001 4 hrs. Shop Labor - Continued to Dismantling
and Inspection of parts.

May 11, 2001 6 hrs. Shop Labor - Dismantled Steering
Clutches and inspect parts.

May 16, 2001 8 hrs. Shop Labor - Started Cleaning and
reassembling Transmission/Torque/Pump/Bevel
Gear Assy.

May 17, 2001 8 hrs. Shop Labor - Reassemble Transmission/
Torque/Pump/Bevel Gear Assy.

May 18, 2001 8 hrs. Shop Labor - Reassemble Transmission/
Torque/Pump/Bevel Gear Assy.

May 21, 2001 8 hrs. Shop Labor - Reassemble Transmission/
Torque/Pump/Bevel Gear Assy.

May 22, 2001 8 hrs. Shop Labor - Reassemble Transmission/
Torque/Pump/Bevel Gear Assy.

May 24, 2001 8 hrs. Shop Labor - Dismantled and inspected
(2) Finals, Steering Clutches.

May 25, 2001 8.5 hrs. Shop Labor - Continued Dismantling/
inspection of Finals & Steering Clutches.

May 29, 2001 8 hrs. Shop Labor - Finished inspection of
Finals and Steering Clutches.

May 30, 2001 9 Hrs. Field Labor - Reinstalling Components

May 31, 2001 7 Hrs. Field Labor - Reinstalling Components
Job Complete

"For All Your Heavy
Equipment Needs"

PENN PARTS

Quality New & Used Parts & Equipment Sales

Phone: 814-339-6380

Fax: 814-339-7640

R. R. 1, Box 790E

Osceola Mills, PA 16666

N^o 02227

SOLD TO: L J F Trucking
RD #1, Box 60F
Irving, PA 16656

SHIP TO:

DATE: <u>7/24/01</u>	MFG: <u>CAT</u>
P/O #: <u></u>	S/N: <u>D4H</u>
TERMS: <u>Net 30 days/1 1/2% over 30</u>	SOLD BY: <u>Ken</u>

QTY	P/N	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
3.5	06/29/01	Traveled to customer's job site D4H not shifting properly: Labor-checked all trans. pressures at filter housing pressures were low, ordered priority valve. Labor-Installed valve took pressures Raised pressures Approx. 20 Lbs.	42.50	\$ 148.75
XX 4.5	7/03/01	Labor-Installed valve took pressures Raised pressures Approx. 20 Lbs.	42.50	191.25
3	7/5/01	Machine worked fine Labor-Customer called said Trans. doing same thing; adjusted all shifting linkage, lubricated swivel joint. Trans. still did not work properly	42.50	127.50
4	7/06/01	Labor-Found parking brake assy. Partially engaged not allowing Trans. to work properly; adjusted lubricated linkage. Machine Worked Fine	42.50	170.00
			TOTAL INVOICE	637.50
			Labor	

NO WARRANTY IMPLIED - SOLD AS IS WHERE IS

CB 53:66
General Tractor 275
Freight 140



"For All Your Heavy
Equipment Needs"

PENN PARTS
Quality New & Used Parts & Equipment Sales

Phone: 814-339-6380
Fax: 814-339-7640
R. R. 1, Box 790E
Osceola Mills, PA 16666

No 02228

SOLD TO: L J F Trucking
RD #1, Box 60F
Irionia, PA 16656

SHIP TO:

DATE:	7/24/01		MFG:	CAT	
P/O #:			S/N:	D4H	
TERMS:	Net 30 days/1 1/2% over 30		SOLD BY:	Tom	
QTY	P/N	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	
		Parts to Repair D4H New Parts-CAT Good Used CatFilter Group		\$ 64.40 575.00	
				TOTAL INVOICE	\$ 639.40

NO WARRANTY IMPLIED - SOLD AS IS WHERE IS

FILED

JAN 30 2002

O/11:35/2cc
William A. Shaw
Prothonotary
get

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

PENN PARTS & SERVICE
CO., INC.,

Plaintiff

vs.

LEO FRAILEY, d/b/a
LJF TRUCKING,

Defendant

* No. 02-71-CD

* Type of Pleading:

* **AMENDED COMPLAINT**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

APR 01 2002

William A. Shaw
Prothonotary

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

PENN PARTS & SERVICE *
CO., INC., *
Plaintiff *
*
vs. * No. 02-71-CD
*
LEO FRAILEY, d/b/a *
LJF TRUCKING, *
Defendant *

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURT HOUSE
Market and Second Streets
Clearfield, PA 16830

(814) 765-2641

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

PENN PARTS & SERVICE	*
CO., INC.,	*
Plaintiff	*
*	*
vs.	No. 02-71-CD
*	*
LEO FRAILEY, d/b/a	*
LJF TRUCKING,	*
Defendant	*

AMENDED COMPLAINT

NOW COMES the Plaintiff, PENN PARTS & SERVICE CO., INC., and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That Plaintiff is Penn Parts & Service Co., Inc., with its principal place of business located at RR1 Box 790E, Osceola Mills, Pennsylvania 16666.
2. That Defendant is Leo Frailey d/b/a LJF Trucking, with its principal place of business located at RD1 Box 60F, Irvona, Pennsylvania 16656.
3. That the Defendant is owner of a Caterpillar Bulldozer, Model D4H.
4. That Defendant contacted the Plaintiff at the end of May 2001 about problems with the D4H.
5. That Plaintiff dispatched a mechanic to the site of the D4H to determine the problem.

6. That during the trouble shooting process, it was discovered that the oil in the transmission and filters were contaminated.

7. That as per Defendant's instructions, the transmission was removed to Plaintiff's shop to disassemble and check for damage.

8. That after the transmission was disassembled, Plaintiff discovered the transmission was in need of being totally rebuilt.

9. That at this time Plaintiff recommended the steering clutches and the final drives also be removed and inspected since they were all in the same oil.

10. That Defendant removed steering clutches and final drives and delivered them to our rebuild shop.

11. That Plaintiff disassembled steering clutches and final drives and made necessary repairs.

12. That Plaintiff expended 111 hours at its usual and regular rate of \$42.00 per hour to effect the repairs requested by Defendant for a total of \$4,662.00. A schedule of Plaintiff's hours is attached hereto as Exhibit "A".

13. That in addition to the labor charged by the Plaintiff for the purpose of effecting the repairs requested by Defendant, Plaintiff also installed parts at Plaintiff's usual

and regular charges valued at \$9,799.80. A parts list is attached hereto as Exhibit "B".

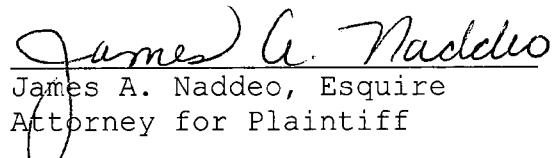
14. That Defendant was invoiced for all labor and parts provided by Plaintiff totaling \$15,738.76 as appears from the invoices attached to Plaintiff's Complaint, which invoices are incorporated herein by reference.

15. That Defendant has paid to Plaintiff \$10,000.00, leaving a balance due of \$5,738.76.

16. That Plaintiff has made demands upon Defendant to pay the balance of Plaintiff's bill for parts and labor, but Defendant has failed and/or refused to do so.

WHEREFORE, Plaintiff claims damage in the amount of \$5,738.76 with costs and interest as allowable by law.

Respectfully submitted,


James A. Naddeo, Esquire
Attorney for Plaintiff

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

PENN PARTS & SERVICE	*
CO., INC.,	*
Plaintiff	*
	*
vs.	*
	*
LEO FRAILEY, d/b/a	*
LJF TRUCKING,	*
Defendant	*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiff's Amended Complaint filed in the above-captioned action was served on the following person and in the following manner on the 1st day of April, 2002:

First-Class Mail, Postage Prepaid

F. Cortez Bell, III, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O. Box 670
Clearfield, PA 16830

James A. Naddeo
James A. Naddeo
Attorney for Defendant



PENN PARTS
Quality New & Used Parts & Equipment Sales



May 31, 2001

LJF Trucking

Ref: D4H Transmission

Following detailed description: Rebuild Trans/Torque/Pump
Bevel Gear Assy/Finals/Steering Clutch Assemblies.

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May 29, 2001 8 hrs. Shop Labor - Finished inspection of
Finals and Steering Clutches.

May 30, 2001 9 Hrs. Field Labor - Reinstalling Components

May 31, 2001 7 Hrs. Field Labor - Reinstalling Components
Job Complete

EXHIBIT "A"

RR #1, BOX 790B OSCEOLA MILLS, PA 16666
PHONE: 814-339-6380 FAX: 814-339-7640



PENN PARTS

Quality New & Used Parts & Equipment Sales



Shipper _____

Job # 0650

Quote _____

Cust. Acct. # _____

Cust. PO # _____

Ordered by _____

Date 5-4-01

Sold To: _____

Ship To: _____

Make CAT

Phone # _____

Model # D4H

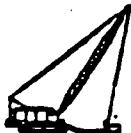
S/N _____

Component Trans + Bevel Gear

Ship Via _____

Sold By _____ Priced Packing List _____

Qty.	Part Number	Ref.	Loc.	Cost	Description	Sale	Ext
1	6V0389				Brg.		
2	458538				Brg.		
3	9G6743				Brg.		
4	9G7197				Brg.		
5	1T0043				Brg.		
6	9M1997				Brg.		
7	9M6937				Brg.		
8	7T8859				Cup		
9	7T8858				Cone		
10	6K8329				Cone		
11	6K8328				Cup		
12	2J6362				Race		
13	5P4921				RACE		
14	5P4920				Brs.		
15	6V0456				Brg.		
16	3T8528				Washer		
17	5H8853				Seal		
18							



RR #1, BOX 790E OSCEOLA MILLS, PA 16666
PHONE: 814-339-6380 FAX: 814-339-7640



PENN PARTS
Quality New & Used Parts & Equipment Sales



Shipper _____

Job # 0650

Quote _____

Cust. Acct. # _____

Cust. PO # _____

Ordered by _____

Date 5-4-01

Sold To: _____

Ship To: _____

Make CAT

Phone # _____

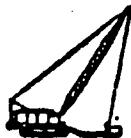
Model # D4H S/N _____

Component Trans & Bevel Gear

Ship Via _____

Sold By _____ Priced Packing List _____

Qty.	Part Number	Ref.	Loc.	Cost	Description	Sale	Ext.
1	2	6F6673			Seal		
2	4	1P8116			Seal		
3	4	8M8157			Seal		
4	4	8M4432			Seal		
5	3	3D2824			Seal		
6	1	8E2810			Resonator ASSY.		
7	1	IT1434			Shaft		
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							



RR #1, BOX 790E OSCEOLA MILLS, PA 16666
PHONE: 814-339-6380 FAX: 814-339-7640

PENN PARTS

Quality New & Used Parts & Equipment Sales



Shipper _____

Job # 0650

Quote _____

Cust. Acct. # _____

Cust. PO # _____

Ordered by _____

Date 5-4-01

Sold To: _____

Ship To: _____

Make CAT

Phone # _____

Model # D4H

S/N _____

Component Torque

Ship Via: _____

Sold By _____ Priced Packing List _____

Qty.	Part Number	Ref.	Loc.	Cost	Description	Sale	Ext.
1	2 5P7068				Brg		
2	1 IT0576				Brg		
3	1 IT0234				Ring		
4	1 8T7940				Kit		
5							
6	Pump						
7	1 8T7936				Kit		
8	1 8T7937				Kit		
9	4 9M4370				Brg		
10	2 1M3780				Brg		
11							
12							
13							
14							
15							
16							
17							
18							



RR #1, BOX 790E OSCEOLA MILLS, PA 16666
PHONE: 814-339-6380 FAX: 814-339-7640

PENN PARTS

Quality New & Used Parts & Equipment Sales



Shipper _____

Job # 0650

Quote _____

Cust. Acct. # _____

Cust. PO # _____

Ordered by _____

Date 5-4-01

Sold To: _____

Ship To: _____

Make CAT

Phone # _____

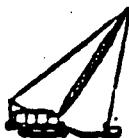
Model # D4H S/N _____

Component Trans

Ship Via _____

Sold By _____ Priced Packing List _____

Qty.	Part Number	Ref.	Loc.	Cost	Description	Sale	Ext.
1	5P6669				Brg.		
2	7T7772				Disc.		
3	6T3800				Plate		
4	7T8156				Brg.		
5	3P7019				Ring		
6	6F0156				Ring		
7	7T3136				Disc.		
8	9P7101				Plate		
9	1T0099				Pin		
10	7T3135				Disc		
11	7G0858				Plate		
12	9P7118				Ring		
13	6T8687				Disc.		
14	9P6903				Plate		
15	8T7938				Kit		
16	8T7935				Kit		
17	8T7939				Kit		
18							



RR #1, BOX 790E OSCEOLA MILLS, PA 16666
PHONE: 814-339-6380 FAX: 814-339-7640

PENN PARTS

Quality New & Used Parts & Equipment Sales



Shipper _____

Job # 0650

Quote _____

Cust. Acct. # _____

Cust. PO # _____

Ordered by _____

Date 5/11/01

Sold To: _____

Ship To: _____

Make FAT

Phone # _____

Model # D4H

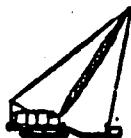
S/N _____

Component Final Steering

Ship Via _____

Sold By _____ Priced Packing List _____

Qty.	Part Number	Ref.	Loc.	Cost	Description	Sale	Ext.
1	3K0360				Seal		
2	8M4438				Seal		
3	8G2194				Seal		
4	3W0203				Seal		
5	7G9224				Seal		
6	8G2192				Seal		
7	3W4404				Seal		
8	455924				Seal		
9	2H3934				Seal		
10	8M4433				Seal		
11	2M3340				Seal		
12	5P9806				Seal		
13	8G4511				Plate		
14	3W4329				DISC		
15	8G3420				DISC		
16	8G6042				Hub		
17	8G6041				Housing		
18							



RR #1, BOX 790E OSCEOLA MILLS, PA 16666
PHONE: 814-339-6380 FAX: 814-339-7640

ENN PARTS

Quality New & Used Parts & Equipment Sales



Shipper _____

Job # 0650

Quote _____

Cust. Acct. # _____

Cust. PO # _____

Ordered by _____

Date 5-15-01

Sold To: _____

Ship To: _____

Make CAT

Phone # _____

Model # D4H S/N _____

Component FINAL DRIVE

Ship Via _____

Sold By _____ Priced Packing List _____

Qty.	Part Number	Ref.	Loc.	Cost	Description	Sale	Ext.
1	2 9X7672				Scal		
2	2 7M8485				Scal		
3	2 455924				Scal		
4	2 2H3934				Scal		
5	2 3K0360				Scal		
6	2 965343				Scal Group		
7							
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18							

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

PENN PARTS & SERVICE
CO., INC.,

Plaintiff

vs.

LEO FRAILEY, d/b/a
LJF TRUCKING,

Defendant

* No. 02-71-CD

* Type of Pleading:

* **AFFIDAVIT**

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

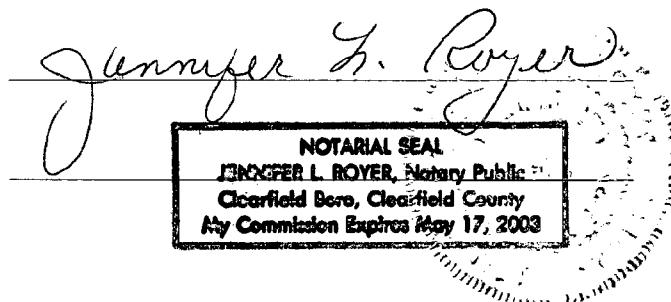
APR 22 2001
013521/catty/nad/00
William A. Shaw
Prothonotary

COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared ANDREW POLLOCK, who being duly sworn according to law, deposes and states that he is the President of Penn Parts & Service Co., Inc., and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Andrew Pollock
Andrew Pollock

SWORN and SUBSCRIBED before me this 1st day of April, 2002.



CLIFFFIELD, PENNSYLVANIA 16830
PO. BOX 552
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin

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

PENN PARTS & SERVICE
CO., INC.,

Plaintiff

vs.

LEO FRAILEY, d/b/a
LJF TRUCKING,

Defendant

* No. 02-71-CD

* Type of Pleading:

CERTIFICATE OF SERVICE

* Filed on behalf of:
* Defendant

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

JUN 11 2002

o 10:45 AM
William A. Shaw
Prothonotary

2 cent 70 Btu

WAS

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

PENN PARTS & SERVICE	*
CO., INC.,	*
Plaintiff	*
	*
vs.	*
	*
LEO FRAILEY, d/b/a	*
LJF TRUCKING,	*
Defendant	*

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Notice of Default in the above-captioned action was served on the following persons and in the following manner on the 11th day of June, 2002:

First-Class Mail, Postage Prepaid

F. Cortez Bell, III, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
Clearfield, PA 16830

Leo Frailey, d/b/a
Leo Frailey Trucking
RD1 Box 60F
Irvona, PA 16656

James A. Naddeo
James A. Naddeo

James A. Naddeo
Attorney for Plaintiff

CLERAFFIELD, PENNSYLVANIA 16830
PO. BOX 552
21 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED

JUN 11 2002

William A. Shaw
Prothonotary

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

PENN PARTS & SERVICE CO., INC.: No. 02-71-CD

Plaintiff :
: Type of Case: Civil Action

vs.
: Type of Pleading:
: Answer, New Matter and
: Counterclaim to Plaintiff's
: Amended Complaint

Defendants :
: Filed on Behalf of:
: Leo Frailey and L.J.F., Inc.,
: Defendants

:
: Counsel of Record for this Party:
: F. Cortez Bell, III, Esquire
: I.D. #30183

:
: Bell, Silberblatt & Wood
: 318 East Locust Street
: P.O. Box 670
: Clearfield, PA 16830
: Telephone: (814) 765-5537

:

FILED

JUN 19 2002

01320 Accatty Bell
William A. Shaw
Prothonotary

E
KJD

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

PENN PARTS & SERVICE CO. INC. :
Plaintiff :
:
vs. : No. 02-71-CD
:
LEO FRAILEY D/B/A/
LJF TRUCKING, :
Defendants :
:

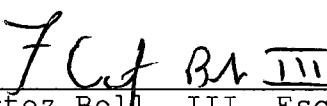
NOTICE TO PLEAD

TO THE WITHIN PLAINTIFF, PENN PARTS & SERVICE CO., INC.:

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

BELL, SILBERBLATT & WOOD

By,


F. Cortez Bell, III, Esquire

Attorney for Defendant

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

PENN PARTS & SERVICE CO. INC. :
Plaintiff :
:
vs. : No. 02-71-CD
:
LEO FRAILEY, D/B/A/
LJF TRUCKING, :
Defendants :
:

ANSWER, NEW MATTER AND COUNTERCLAIM TO
PLAINTIFF'S AMENDED COMPLAINT

NOW comes the Defendants, Leo Frailey and LJF, Inc., by and through his and its attorney, F. Cortez Bell, III, Esquire, who respectfully set forth the Defendants Answer, New Matter and Counterclaim to the Plaintiff's Amended Complaint as follows:

ANSWER

1. Paragraph 1 of Amended Complaint is admitted.
2. Paragraph 2 of the Amended Complaint would be denied as stated. It would be admitted that one of the named Defendants is Leo Frailey with a residence address of 1091 Parks Road, Irvona, Clearfield County, Pennsylvania, 16656. It would be further averred that the other Defendant is LJF, Inc., a Pennsylvania Corporation, with its principal place of business located at 1119 Parks Road, Irvona, Clearfield County, Pennsylvania, 16656.
3. Paragraph 3 of the Amended Complaint is admitted in

part and denied in part. It would be admitted that the Defendant, LJF, Inc., is the owner of a Caterpillar Bulldozer, Model D4H. It would be denied that Leo Frailey is an owner of a Caterpillar Bulldozer, Model D4H. Strict proof of the denied averment of Paragraph 3 of the Plaintiff's Amended Complaint would be demanded at time of trial or hearing in this matter.

4. Paragraph 4 of the Amended Complaint would be denied as stated. It would be admitted that the Defendant, Leo Frailey, as manager of LJF, Inc., contacted the Plaintiff at the end of May, 2001 about problems with the D4H Bulldozer owned and operated by LJF, Inc.

5. Paragraph 5 of the Amended Complaint would be admitted.

6. Paragraph 6 of the Amended Complaint would be admitted. It would be further averred that the Plaintiff indicated by and through its representative, the mechanic on site, that the problem with the D4H dozer apparently involved a transmission problem.

7. Paragraph 7 of the Amended Complaint would be admitted in part and denied in part. It would be admitted that the transmission was removed to the Plaintiff's shop for purpose of disassembly and checking for damage. It would be denied that removal of the same was done at the Defendants' instructions as the Defendants were relying upon the expressed representation of the

Plaintiff that they were experienced in the repair of said D4H dozers and it was the Plaintiff who indicated that the transmission must be removed in order to effect a proper repair. Strict proof of the denied averment of Paragraph 7 of the Plaintiff's Amended Complaint would be demanded at time of trial or hearing in this matter.

8. Paragraph 8 of the Amended Complaint can neither be admitted nor denied. The Defendants after reasonable investigation are without sufficient knowledge, information or belief to form an opinion as to whether following the transmission being disassembled that the transmission was in need of repair and being totally rebuilt or not. And as such the Defendants are without sufficient knowledge, information or belief in order to respond to this averment. To the extent that a response would be required, the Defendants would deny the averments of Paragraph 8 of the Plaintiff's Amended Complaint and demand strict proof thereof at time of trial or hearing in this matter.

9. Paragraph 9 of the Amended Complaint would be admitted.

10. Paragraph 10 of the Amended Complaint would be admitted. It would be further averred by the Defendants that the removal of the steering clutches and final drives and the delivery to the Plaintiff's shop was done at the insistence and request of the Plaintiff as part of their performance of an effective repair

to the D4H dozer and that the Plaintiff indicated that they could not guarantee a repair unless the same were done.

11. Paragraph 11 of the Amended Complaint can neither be admitted nor denied. The Defendants after reasonable investigation are without sufficient knowledge, information or belief to form an opinion as to whether the steering clutches and final drives needed repaired and whether necessary repairs were made. To the extent that a response would be required, the Defendants would deny the averments of Paragraph 11 and strict proof thereof would be demanded at time of trial or hearing in this matter.

12. Paragraph 12 of the Amended Complaint would be denied. It would be specifically denied that the Plaintiff expended 111 hours at its usual and regular rate of \$42.00 per hour to effect the repair requested by the Defendant for a total expenditure of \$4,662.00. The Defendants would aver that upon completion of the transmission, steering clutch and final drive work that the dozer still would not operate, that the original problem still existed and that the work, if any, done by the Plaintiffs was not effective in resolving the problem associated with the dozer for which the Plaintiff had been originally called. Strict proof of the denied averments of paragraph 12 of the Amended Complaint would be demanded at time of trial or hearing in this matter.

13. Paragraph 13 of the Amended Complaint would be

denied. It would be specifically denied that the Plaintiffs for the purpose of effecting the repairs requested by the Defendants installed parts at the Plaintiffs usual and regular charges valued at \$9,799.80. It would be averred by the Defendants that any parts, if any, that were installed by the Plaintiff in an attempt to affect a repair of the dozer were totally ineffective in that following installation of said parts the dozer operated in the same condition that it had prior to the Plaintiff having been called to effect a repair. Strict proof of the denied averments of Paragraph 13 of the Amended Complaint would be demanded at time of trial or hearing in this matter.

14. Paragraph 14 of the Amended Complaint would be admitted. It would be specifically admitted that the Defendants were invoiced for labor and parts provided by the Plaintiff totaling \$15,738.76 as appears from invoices attached to Plaintiff's Complaint.

15. Paragraph 15 of the Amended Complaint would be admitted in part and denied in part. It would be admitted that the Defendant, Ljf, Inc., paid to the Plaintiff the sum of \$10,000.00 It would be specifically denied that either of the Defendants owe a balance in the amount of \$5,738.76. The Defendants would further aver that the attempted repair by the Plaintiff was ineffective and that there is no balance due and owing as to any work done on the transmission, steering clutches and final drives. Strict proof of

the denied averments of Paragraph 15 of the Amended Complaint would be demanded at time of trial or hearing in this matter.

16. Paragraph 16 of the Amended Complaint would be admitted in part and denied in part. It would be admitted that the Plaintiff has made demands on the Defendants to pay the balance of Plaintiffs bill and that the Defendants have refused to do so. It would be specifically denied that the Defendants have failed to make payments of any amounts which are actually due and owing the Plaintiff and strict proof of the denied averment of Paragraph 16 of the Amended Complaint would be demanded at time of trial or hearing in this matter.

WHEREFORE, the Defendants respectfully request that your Honorable Court grant judgment in favor of the Defendants as to the Plaintiff's Amended Complaint and that your Honorable Court award the Defendants counsel fees, costs and expenses associated in regard to the defense of this litigation.

NEW MATTER

NOW comes the Defendants, Leo Frailey and LJF, Inc., by and through their attorney, F. Cortez Bell, III, Esquire, who respectfully sets forth the Defendants' New Matter to the Plaintiff's Amended Complaint and in support thereof avers as follows:

17. Paragraphs 1 through 16 of the Defendants' Answer to

Plaintiff's Amended Complaint would be incorporated herein by reference as if it were set forth fully herein at length.

18. That the problem for which the Plaintiff was originally requested to conduct a repair was that the D4H Bulldozer was operating properly in every regard except that there was difficulty when one attempted to change gears from forward to reverse. The Plaintiff was called in to correct this problem with the shifting of the gears. The Defendants, upon contacting the Plaintiff, inquired as to their expertise and experience in repair work as to D4H Bulldozers and were advised by the Plaintiff that they were fully experienced and had extensive knowledge as to that particular piece of equipment.

19. That the Defendants relied upon the representation of the Plaintiffs that they were fully experienced in the repair of D4H Bulldozers.

20. That upon arriving at the Defendants facility the mechanic, it was found, did not even have nor did he have access to a repair manual for the D4H Bulldozer and in fact had to borrow the repair manual of the Defendant, L.J.F., Inc.

21. That at no time did the Defendant, L.J.F., Inc., or the Defendant, Leo Frailey, seek or ask for the repair or rebuilding of the transmission, steering clutches, final drives or any other portion of the bulldozer and any work thereon was at the sole insistence and request of the Plaintiff in order to allow them to

provide a guaranteed repair job.

22. That following the work by the Plaintiff as to the transmission, steering clutches and the final drive and after all those items were purportedly repaired by the Plaintiff and reinstalled on the D4H Bulldozer, the Bulldozer continued to exhibit, display and in essence had the exact same problem which existed prior to any attempted repair by the Plaintiff.

23. That upon discovering that the bulldozer was not repaired, the Defendant, Leo Frailey, suggested that the mechanic and Mr. Frailey call Beckwith Machinery to attempt to determine if they could assist in locating the problem.

24. That the mechanic and/or one of the Defendants herein, Mr. Frailey, contacted Beckwith Machinery and explained the problem to them at which time Beckwith rendered the opinion that it was their belief that the parking brake on the D4H Bulldozer was partly engaged and that in order to effect a proper repair the parking brake simply needed to be loosened or repaired such that it was not partially engaged.

25. That as a result of the conference with Beckwith Machinery, the parking brake of the D4H Bulldozer was disengaged at which time the bulldozer began to operate properly.

26. That the rebuilding of the transmission, steering clutches and final drives did not effect a proper repair of the D4H Bulldozer.

27. That the parts installed by the Plaintiff on the D4H dozer and the labor expended therefore did not effect a proper repair of the D4H Bulldozer.

WHEREFORE, the Defendants respectfully request that your Honorable Court grant judgment for the Defendants in respect to the Plaintiff's Amended Complaint and that the Court award the Defendants counsel fees, costs and expenses associated with regard to the defense of the instant litigation.

COUNTERCLAIM

NOW comes the Defendants, Leo Frailey and L.J.F., Inc., by and through their attorney, F. Cortez Bell, III, Esquire, who respectfully sets forth the Defendants' Counterclaim to the Plaintiff's Amended Complaint and in support thereof avers as follows:

28. Paragraphs 1 through 27 of the Defendants' Answer and New Matter to Plaintiff's Amended Complaint would be incorporated herein by reference as if it were set forth fully herein at length.

29. That the Plaintiffs had represented upon arrival and in commencement of work on the D4H Bulldozer that it would take approximately one (1) week in order to effect a whole and complete repair.

30. That Plaintiff's Exhibit A attached to their Complaint represents that work on the D4H Bulldozer lasted from May

1, 2001 through May 31, 2001.

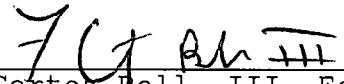
31. That the Defendant, Ljf, Inc., and the Defendant, Leo Frailey, had at the time of the original purchase of the D4H Bulldozer entered into agreement with various gas companies in order to use the same for the installation of gas wells with said installation resulting in a gross receipt to the Defendants in the amount of \$5,000.00 per week for each gas well installed.

32. That as a result of the downtime caused by the Plaintiffs alleged repair of the D4H Bulldozer the Defendants were not able to install any gas wells and as a result thereof lost the income of said installation in an amount of \$10,000.00.

33. That the Defendants further were unable to use the D4H Bulldozer for other purposes and did not have said bulldozer available such that other jobs could be taken on all of which led to the Defendants losing income in an unliquidated amount.

WHEREFORE, the Defendants would respectfully request that your Honorable Court grant judgment against the Plaintiffs as to the Defendants' Counterclaim set forth above and award the Defendants damages in the amount of \$10,000.00 with costs and interest as allowed by law.

Respectfully submitted,
BELL, SILBERBLATT & WOOD
By,


F. Cortez Bell, III, Esquire
Attorney for Defendants

VERIFICATION

I, Leo C. Fralley, verify that the statements made within the foregoing Answer, New Matter and Counterclaim are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa C.S.A., Section 4904, relating to unsworn falsifications to authorities.

Date: 6-19-02

Leo C. Fralley

Leo C. Fralley

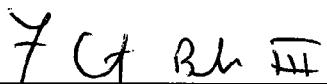
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

PENN PARTS & SERVICE CO. INC. :
Plaintiff :
:
vs. : No. 02-71-CD
:
LEO FRAILEY D/B/A/ :
LJF TRUCKING, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing Answer, New Matter and Counterclaim upon the following person by delivering such copy via United States First Class Mail, postage prepaid, to:

James A. Naddeo, Esquire
211½ East Locust Street
P.O. Box 552
Clearfield, PA 16630


F. Cortez Bell, III, Esquire

Attorney for Defendant

Date: June 19, 2002

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION
No. 02-71-CD

PENN PARTS & SERVICE CO., INC.,
Plaintiff

VS.

LEO FRATLEY, D/B/A LJF TRUCKING,
Defendants

ANSWER, NEW MATTER AND
COUNTERCLAIM TO PLAINTIFF'S
AMENDED COMPLAINT

BELL, SILBERBLATT & WOOD
ATTORNEYS AT LAW
318 EAST LOCUST STREET
P. O. BOX 670
CLEARFIELD, PA. 16830

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

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

PENN PARTS & SERVICE
CO., INC.,

Plaintiff

vs.

LEO FRAILEY, d/b/a
LJF TRUCKING,

Defendant

* No. 02-71-CD

* Type of Pleading:

* **ANSWER TO NEW MATTER
AND COUNTERCLAIM**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

JUL 02 2002

William A. Shaw
Prothonotary

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

PENN PARTS & SERVICE	*
CO., INC.,	*
Plaintiff	*
*	*
vs.	* No. 02-71-CD
*	*
LEO FRAILEY, d/b/a	*
LJF TRUCKING,	*
Defendant	*

ANSWER TO NEW MATTER
AND COUNTERCLAIM

NOW COMES the Plaintiff, PENN PARTS & SERVICE CO., INC., and by its attorney, James A. Naddeo, Esquire, sets forth the following Answer to New Matter and Counterclaim:

17. Denied. In further answer thereto, Plaintiff incorporates the allegations contained in Paragraphs 1 through 16 of its Complaint by reference and makes them a part hereof.

18. Admitted in so far as it states Plaintiff was requested to repair Defendant's bulldozer because of difficulty in changing gears from forward to reverse. Said allegation is denied, however, to the extent that it implies that the sole problem with the machine was in the transmission. To the contrary, it is alleged that the machine had damage to the transmission, torque converter, brake and steering clutch assemblies as well as the bull gear and final drive assembly. In further answer thereto, it is admitted that Plaintiff

represented to Defendant that it had expertise and experience in the repair of D4H Bulldozers.

19. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

20. Admitted in so far as it states that Plaintiff's mechanic did not have a repair manual for the D4H Bulldozer. It is denied, however, that Plaintiff did not have access to a manual but to the contrary routinely obtains repair manuals as needed to the extent that it does not have a repair manual for a particular make or model of machine on stock.

21. Denied. On the contrary, it is alleged that all repairs made by Plaintiff were necessary in order to correct the problem for which Defendant originally consulted Plaintiff.

22. Admitted as stated but in further answer thereto, it is alleged that subsequent to making the necessary repairs Plaintiff discovered that the emergency brake was also partially engaged and also had to be repaired.

23. Admitted.

24. Denied in so far as it states that Plaintiff was informed by Beckwith Machinery that the parking brake on the D4H Bulldozer was partially engaged. To the contrary, it is alleged that said problem was discovered by Plaintiff's mechanic after pressure testing the system.

25. Denied to the extent that it alleges that the parking brake was repaired as a result of a conference with Beckwith Machinery. In further answer thereto, Plaintiff incorporates its answer to Paragraph 24 of Defendant's New Matter by reference and makes it a part hereof. It is admitted, however, that the machine did operate properly after the parking brake was repaired.

26. States a conclusion to which no answer is required. To the extent that an answer may be required, it is denied that the repairs made to Defendant's machine did not effect a proper repair. To the contrary, it is alleged that all repairs made to Defendant's machine by Plaintiff were necessary because of the damage to those components created by the partially engaged emergency brake.

27. States a conclusion to which no answer is required. To the extent that an answer may be required, Plaintiff incorporates its answer to Paragraph 26 of Defendant's New Matter by reference and makes it a part hereof.

WHEREFORE, Plaintiff respectfully demands judgment as set forth in its Complaint.

ANSWER TO COUNTERCLAIM

28. Denied. On the contrary, Plaintiff incorporates its answers to Defendant's New Matter by reference and makes them a part hereof.

29. Denied. On the contrary, it is alleged that Plaintiff represented to Defendant that it would take approximately one week to ten days to repair the transmission on the D4H Bulldozer. In further answer thereto, it is alleged that upon dismantling the machine, Plaintiff encountered additional damage to various components which could not possibly be repaired within the timeframe represented by Plaintiff.

30. Admitted.

31. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

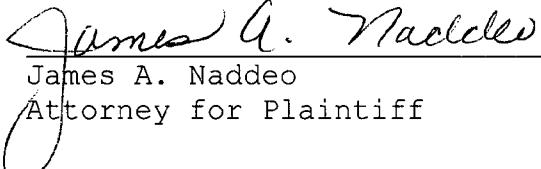
32. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

33. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

34. Denied. After reasonable investigation Plaintiff is without knowledge or information sufficient to form a belief as to the truth of said averment.

WHEREFORE, Plaintiff respectfully demands judgment as set forth in its Complaint.

Respectfully submitted,


James A. Naddeo
Attorney for Plaintiff

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

PENN PARTS & SERVICE *
CO., INC., *
Plaintiff *
*
vs. * No. 02-71-CD
*
LEO FRAILEY, d/b/a *
LJF TRUCKING, *
Defendant *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a certified copy of Plaintiff's Answer to New Matter and Counterclaim filed in the above-captioned action was served on the following person and in the following manner on the 2nd day of July, 2002:

First-Class Mail, Postage Prepaid

F. Cortez Bell, III, Esquire
BELL, SILBERBLATT & WOOD
318 East Locust Street
P.O.Box 670
Clearfield, PA 16830

James A. Naddeo
James A. Naddeo
Attorney for Plaintiff

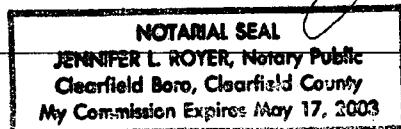
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared
THOMAS E. SUTTON, who being duly sworn according to law, deposes
and states that he is the Vice President of Penn Parts
& Service Co., Inc., and that as such officer he is authorized to
execute this Affidavit and further that the facts set forth in the
foregoing Answer to New Matter and Counterclaim are true and
correct to the best of his knowledge, information and belief.

Thomas E. Sutton
Thomas E. Sutton

SWORN and SUBSCRIBED before me this 26th day of June, 2002.

Jennifer L. Royer



CLIFFFIELD, PENNSYLVANIA 16830
PO. BOX 552
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

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FILED

JUL 02 2002
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William A. Shaw
Prothonotary
cc to ~~other~~
E/M

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

PENN PARTS & SERVICE
CO., INC.,

Plaintiff

vs.

LEO FRAILEY, d/b/a
LJF TRUCKING,

Defendant

* No. 02-71-CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 06820

* 211 1/2 E. Locust Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

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William A. Shaw
Prethonotary
21

IN THE COURT OF COMMON PLEAS OF CENTRE COUNTY, PENNSLVANIA
CIVIL DIVISION

PENN PARTS & SERVICE	*
CO., INC.,	*
Plaintiff	*
	*
vs.	* No. 02-71-CD
	*
LEO FRAILEY, d/b/a	*
LJF TRUCKING,	*
Defendant	*

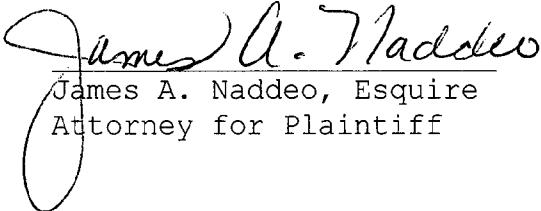
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, Attorney for Plaintiff, do hereby certify that a true and correct copy of Notice of Deposition of Leo Frailey, d/b/a LJF Trucking, in the above matter was served by first-class mail, postage prepaid, upon the following:

F. Cortez Bell, Esquire
318 East Locust Street
Clearfield, PA 16830

ASAP Court Reporting
PO Box 345
Ebensburg, PA 15931-0345

Said Notice of Deposition was mailed this 15th day of July, 2002.


James A. Naddeo, Esquire
Attorney for Plaintiff

CLIFFFIELD, PENNSYLVANIA 16830
PO. BOX 552
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

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OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

 COPY

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-0071-CD

Penn Parts & Service Co Inc vs. Leo Frailey, et al

Dear James A. Naddeo, Esq.:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before **November 17, 2005.**

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

By the Court,



FILED

David S. Meholic
Court Administrator

SEP 12 2005

William A. Shaw
Prothonotary/Clerk of Courts



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

SEPTEMBER 12, 2005

RE: 02-0071-CD
Penn Parts & Service Co Inc vs. Leo Frailey, et al

Dear F. Cortez Bell:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before **November 17, 2005.**

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

By the Court,


David S. Meholic
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Penn Parts & Service Co., Inc.

Vs.

02-0071-CD

Leo Frailey, et al

Termination of Inactive Case

This case is hereby terminated with prejudice
this 17th day of November, 2005, as per Rule 230.2.



William A. Shaw
Prothonotary

FILED

NOV 17 2005

William A. Shaw
Prothonotary/Clerk of Courts