

03-562-CD
Maynard H. Gray vs. Douglas G. Yoder

18

Date: 01/19/2005
Time: 11:50 AM
Page 1 of 2

Clearfield County Court of Common Pleas

User: BANDERSON

ROA Report

Case: 2003-00562-CD

Current Judge: Paul E. Cherry

Maynard H. Gray vs. Douglas G. Yoder, Yoder's Classic Restorations

Civil Other

Date		Judge
04/15/2003	Filing: Civil Complaint Paid by: Naddeo, James A. (attorney for Gray, Maynard H.) Receipt number: 1858717 Dated: 04/15/2003 Amount: \$85.00 (Check)	No Judge <i>X</i>
05/12/2003	Preliminary Objections of Defendant to Plaintiff's Complaint, filed by s/Steven C. Courtney, Esq. Two CC Attorney	No Judge <i>X</i>
06/05/2003	Sheriff Returns: Now April 29, 2003, complaint served on defendant by deputizing Shff. of York County. \$27.97 Shff. Hawkins, Surcharge \$10.00, Shff. York Co. \$27.20, paid by Atty.	No Judge <i>X</i>
08/06/2003	ORDER, NOW, this 6th day of August, 2003, re: Objections are SUSTAINED to the extent that Plaintiff shall be given 20 days from the dater hereto to file an Amended Complaint to satisfy Defendant's allegation of legal insufficiency to Count II and lack of specificity to Count IV of Plaintiff's original Complaint. Defendant's Preliminary Objection to venue shall be and is hereby continued to give Defendant the opportunity to create a factual basis for the objection. by the Court, s/JKR,JR.,P.J. 1 cc Atty Naddeo, Courtney	John K. Reilly Jr. <i>X</i>
08/13/2003	Amended Complaint filed on behalf of Plaintiff by Atty. Naddeo. 1 CC to Atty.	John K. Reilly Jr. <i>X</i>
08/19/2003	Certificate of Service, Amended Complaint upon: Steven C. Courtney, Esquire. filed by s/James A. Naddeo, Esq. no cc	John K. Reilly Jr. <i>X</i>
10/21/2003	OPINION AND ORDER, NOW, this 21st day of October, 2003, following argument and Briefs into Defendant's Preliminary Objections seeking a change of venue, it is the ORDER of this Court that said Objections be and are hereby DISMISSED. by the Court, s/JKR,JR.,P.J. 1 cc Atty Courtney, Naddeo, and D. Mikesell	John K. Reilly Jr. <i>X</i>
10/30/2003	Certificate of Service of Notice of Default filed by Atty. Naddeo 1 cc to Atty.	John K. Reilly Jr. <i>X</i>
11/10/2003	Defendant's Answer To Plaintiff's Amended Complaint With New Matter. filed by, s/Steven C. Courtney, Esquire Verification s/Douglas Yoder Certificate of Service 2 cc Atty Courtney	John K. Reilly Jr. <i>X</i>
11/17/2003	Answer To New Matter. filed by s/James A. Naddeo, Esquire Certificate of Service Verification s/Maynard H. Gray 1 cc to Atty	John K. Reilly Jr. <i>X</i>
12/31/2003	Certificate of Service, Answer to Request for Production of Documents, Plaintiff's Answers to Defendant's Second Set of Interrogatories upon: STEVEN C. COURTNEY, ESQUIRE. filed by, s/James A. Naddeo, Esquire no cc	John K. Reilly Jr. <i>X</i>
	Certificate of Service, Request for Production of Documents Directed to Defendant and Plaintiff's First Set of Interrogatories Directed to Defendant upon: STEVEN C. COURTNEY, ESQUIRE. filed by, s/James A. Naddeo, Esquire no cc	John K. Reilly Jr. <i>X</i>
01/05/2004	Certificate of Service, Plaintiff's Second Set of Interrogatories Directed to Defendant and Notice of Taking Deposition upon: STEVEN C. COURTNEY, ESQUIRE. filed by, s/James A. Naddeo, Esquire no cc	John K. Reilly Jr. <i>X</i>
02/05/2004	Certificate of Service, Amended Notice of Taking Deposition upon Steven C. Courtney, Esq. filed by, s/James A. Naddeo, Esq. no cc	John K. Reilly Jr. <i>X</i>
05/13/2004	Certificate of Service, Request for Production of Documents Directed to Plaintiff upon Steven C. Courtney, Esq. filed by, s/James A. Naddeo, Esq. no cc	John K. Reilly Jr. <i>X</i>
06/23/2004	Motion to Compel Production of Documents Directed to Defendant, filed by Atty. Naddeo 1 Cert. to Atty.	John K. Reilly Jr.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Margaret A Korman, Guardian over
the person and estate of
Berneta Fontenoy, an alleged incapacitated
person
Plaintiff(s)

No.: 2004-00251-CD

Real Debt: \$

Atty's Comm: \$

Vs. Costs: \$

Int. From: \$

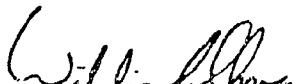
Clearfield Colonial Courtyard Entry: \$20.00
Defendant(s)

Instrument:

Date of Entry: January 18, 2005

Expires: January 18, 2010

Certified from the record this 18th day of January, 2005



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Date: 01/19/2005

Time: 11:50 AM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

Case: 2003-00562-CD

User: BANDERSON

Current Judge: Paul E. Cherry

Maynard H. Gray vs. Douglas G. Yoder, Yoder's Classic Restorations

Civil Other

Date		Judge
06/24/2004	Order, AND NOW, this 24 day of June, 2004, upon consideration of Plaintiff's Motion to Compel response to Plaintiff's Request for the Production of Documents directed to Defendant, served upon Defendant on May 13, 2004, which Documents have neither been answered nor has Defendant filed objections thereto, it is the Order of this Court that Defendant file full and complete responses to Plaintiff's Request for the Production of Documents within 10 days or suffer appropriate sanctions to be imposed upon further application to the Court. BY THE COURT: /s/John K. Reilly, Jr., Sr. Judge, Specially Presiding One CC Attorney Naddeo	John K. Reilly Jr. 
06/25/2004	Certificate of Service, filed Served copy of Motion to Compel and Order on Steven C. Courtney.	John K. Reilly Jr. 
10/15/2004	Praecipe To List for Trial. Filed on behalf of Plaintiff, by s/ James A. Naddeo, Esquire. No CC. Certificate of Service by 1st class mail, on Oct. 15, 2004, to E. Ralph Godfrey, Esquire.	John K. Reilly Jr. 
01/17/2005	Order, AND NOW, this 14th day of Jan., 2005, following Pre-Trial Conference, it is the ORDER of the Court as follows: Jury Selection in this matter is scheduled for Jan. 27, 2005 Trial in this matter is scheduled for May 9, 10, 2005, beginning at 9:00 a.m. in Courtroom No. 2 of the Clfd. Co. Courthouse. (See Original for further Details of Order) BY THE COURT: /s/ Paul E. Cherry, Judge. 1CC Attys: Naddeo, Courtney.	Paul E. Cherry 

1-28-05 Order, dated 1-27-05

2-10-05 Order, 2-9-05

2-11-05 Order, 2-11-05

4-22-05 Settle & discontinue.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Margaret A Korman, Guardian over
the person and estate of
Berneta Fontenoy, an alleged incapacitated
person
Plaintiff(s)

No.: 2004-00251-CD

Real Debt: \$

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Clearfield Colonial Courtyard
Defendant(s)

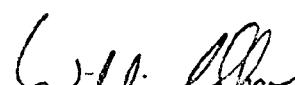
Entry: \$20.00

Instrument:

Date of Entry: January 18, 2005

Expires: January 18, 2010

Certified from the record this 18th day of January, 2005


William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt,
Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

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

MAYNARD H. GRAY,
an individual,
Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,
Defendant.

*
*
*
*
* No. 03 - 562 - CD
*
*

* Type of Pleading:

* COMPLAINT

* 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

APR 15 2003

William A. Shaw
Prothonotary

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

COMPLAINT

NOW COMES the Plaintiff, Maynard H. Gray, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

First Count

1. That the Plaintiff is Maynard H. Gray, an adult individual who resides at 5942 Morgan Run Road, West Decatur, Pennsylvania 16878.
2. That the Defendant is Douglas G. Yoder, an adult individual who resides at 515 Winterstown Road, Red Lion, Pennsylvania 17356.
3. That at all times referred to herein the Defendant, Douglas G. Yoder, represented himself to be an expert in the restoration of vintage Chevelles.
4. That sometime during the summer months of 2001, Plaintiff received a telephone call at his residence in Clearfield County, Pennsylvania, from the Defendant pertinent to

the sale of GM parts for which Plaintiff had advertised on the Internet.

5. That during the course of said conversation, Plaintiff informed Defendant that he was the owner of a 1967 Chevelle SuperSport and that he was seeking to obtain a frame off restoration of said vehicle.

6. That Defendant informed Plaintiff that he was a recognized expert in the restoration of Chevelles and acted as a national judge of those vehicles for the American Chevelle Enthusiasts Society.

7. That following his discussion with the Defendant, Plaintiff made a visit to Defendant's place of business located at 515 Winterstown Road, Red Lion, Pennsylvania, during the fall of 2001.

8. That during the course of Plaintiff's visit to Defendant's place of business the parties discussed the restoration of Plaintiff's 1967 Chevelle SS.

9. That the parties failed to reach an agreement concerning the restoration of Plaintiff's vehicle during the course of their personal meeting although Defendant did provide a "blind" estimate to perform a frame off restoration for the sum of Ten Thousand (\$10,000.00) Dollars.

10. that in January 2002, Plaintiff received an e-mail from Defendant at Plaintiff's residence located in

Clearfield County, Pennsylvania, informing Plaintiff that Defendant was both willing and available to complete a frame off restoration upon Plaintiff's 1967 Chevelle SS.

11. That in response to Defendant's e-mail, Plaintiff called Defendant from Plaintiff's residence in Clearfield County, Pennsylvania, at which time he accepted Defendant's offer to restore Plaintiff's 1967 Chevelle SS.

12. That during the course of the telephone discussion referred to in Paragraph 11 hereof, Plaintiff informed Defendant that he was seeking a show car restoration which Defendant agreed to provide.

13. That Plaintiff delivered his 1967 Chevelle SS to Defendant's place of business during the first week of February 2002.

14. That at the time Plaintiff delivered his vehicle to Defendant he anticipated that the approximate cost of the frame off restoration would be Ten Thousand (\$10,000.00) Dollars as previously estimated by the Defendant.

15. That the parties to the point in time when Plaintiff delivered his vehicle to Defendant's place of business did not discuss the actual charges to be made by Defendant.

16. That Plaintiff received Defendant's first bill for services on or about March 2, 2002 which bill reflected

time and materials billing with labor charged at \$34.00 per hour.

17. That Plaintiff accepted the terms of the Defendant's initial bill including the hourly rate of \$34.00 per hour and issued a check from his personal account to pay Defendant's initial bill for services.

18. That Defendant sent subsequent bills to Plaintiff for the months of March, April, May, June and July which bills including the initial bill for February reflected 865 hours for labor.

19. That in July Plaintiff contacted Defendant and instructed him to discontinue work on Plaintiff's vehicle in that Defendant's services through July 2002 were \$42,694.41.

20. That Plaintiff recovered his 1967 Chevelle SS from Defendant on or about August, 2002 at which time Defendant had completed nothing but the shell restoration.

21. That the charges rendered by Defendant to Plaintiff were unreasonable, excessive and wholly inconsistent with the work performed to the date Plaintiff recovered his vehicle from the Defendant.

22. That the reasonable cost of restoring Plaintiff's vehicle to the state that it was in when recovered from the Defendant is \$24,558.40 as appears from the estimate attached hereto as Exhibit "A".

23. That Plaintiff seeks recovery from Defendant to the extent that he was overcharged by Defendant for Defendant's services in the amount of \$18,136.

WHEREFORE, plaintiff claims damage from the Defendant in the amount of \$18,136 with interest from August 2002.

Second Count

24. That the Plaintiff incorporates Paragraphs 1 through 23 of the First Count of this Complaint by reference and makes them a part hereof.

25. That the restoration performed by Defendant was defective in numerous respects.

26. That the restoration performed by Defendant is wholly inconsistent with a restoration that would render Plaintiff's vehicle to be described as a "show car".

27. That the reasonable cost of the corrective work necessary to render Plaintiff's vehicle a show car as promised by Defendant is \$20,950.00 as appears from the estimate attached hereto as Exhibit "B".

WHEREFORE, Plaintiff claims damage from the Defendant in the amount of \$20,950.00 with interest as allowable by law.

Third Count

Breach of Express and Implied Warranties

28. That the Plaintiff incorporates Paragraphs 1 through 27 of this Complaint by reference and makes them a part hereof.

29. At the inception of the parties' oral agreement which was contracted by telephone in the County of Clearfield, Pennsylvania, Plaintiff informed Defendant that he was seeking a show quality restoration of his 1967 Chevelle SS.

30. That at the time of the inception of the parties' oral agreement which was contracted by telephone in the County of Clearfield, Pennsylvania, Defendant promised Plaintiff that he would render a show quality restoration of Plaintiff's vehicle.

31. That Defendant knew or had reason to know that Plaintiff was seeking a show quality restoration so that Plaintiff's vehicle could be displayed at national car shows including shows conducted by the American Chevelle Enthusiasts Society.

32. That Defendant breached the express and implied warranties made to Plaintiff by providing a shell restoration of Plaintiff's vehicle which does not conform to show quality.

33. That to restore Plaintiff's vehicle to show quality will require Plaintiff to expend the additional sum of

\$20,950.00 as appears from Exhibit "B" which is attached to this Complaint and made a part hereof.

WHEREFORE, Plaintiff claims damage from the Defendant in the amount of \$20,950.00.

Fourth Count

Negligence

34. That the Plaintiff incorporates Paragraphs 1 through 33 of this Complaint by reference and makes them a part hereof.

35. That Defendant owed a duty to Plaintiff to exercise due care in completing the show quality restoration contracted for by Plaintiff.

36. That Defendant breached its duty of due care to the Plaintiff by rendering a frame off shell restoration that was defective to the extent described in Exhibit "B" which is attached to this Complaint and incorporated herein by reference.

37. That Plaintiff will be required to expend the additional sum of \$20,950.00 to obtain the show quality frame off restoration for which he contracted with the Defendant.

WHEREFORE, Plaintiff claims damage from the Defendant

in the amount of \$20,950.00.


James A. Naddeo
Attorney for Plaintiff

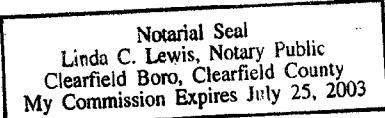
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared MAYNARD H. GRAY, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.


Maynard H. Gray

SWORN and SUBSCRIBED before me this 10th day of April, 2003.


Linda C. Lewis



04/02/2003 at 07:19 PM
30195

Job Number:

DIXON AUTO BODY

License #:144249 Federal ID #:251348443
DID YOU HELP SOMEONE TODAY
527 SOUTH CENTER ST
PHILIPSBURG, PA 16866
(814)342-0162 Fax: (814)342-3036

PRELIMINARY ESTIMATE

Written by: CHALMER DIXON #3000352
Adjuster:

Insured: MAYNARD H. GRAY	Claim #
Owner: MAYNARD H. GRAY	Policy #
Address:	Deductible:
Day:	Date of Loss:
Evening:	Type of Loss:
	Point of Impact: 12. Front

Inspect
Location:

Insurance
Company:

Days to Repair

1967 CHEV CHEVELLE 396 2D HDTP BLUE Int:

VIN: 138177B116026 **Lic:** PA **Prod Date:** **Odometer:** 84000
Clear Coat Paint 4 Speed Transmission

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#	R&I	DISASSEMBLE FRONT CLIP		2.0		
2#	R&I	MLDGS, WEATHER STRIPS, DASH, WIR		12.0		
		ING TRUNK WEATHERSTRIP,				
3#		SEATS CARPET SOUN	1			
		DEADNER, ALL THE GLASS				
4#		HEADLINER, E.BRAKE, VENTS, ETC.	1			
5#		STRIPED PAINT FROMRH QTR.	1	5.0		
		PANEL				

04/02/2003 at 07:19 PM
30195

Job Number:

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2D HDTP BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
6#		REPAIRED RUST R H QTR. INNER PANELS	1		12.0		
7#	Rpr	R H FLOOR PANS			5.0		
8#	Rpr	WELD HOLES FOR DRIVE SHAFT COVER			2.5		
9#	Repl	RUST CONVERTER ON FLOOR PAN	1		2.5	3.0	
10#	Repl	TRUNK FLOOR TRUNK EXT.	1		20.0	6.0	
11#	R&I	ALL SEALERS AND RESEAL			4.0		
12#	Repl	ACID. ETCH PRIMER	1	336.30	2.5	3.0	
13#	Repl	BUILD-UP PRIMER	1	<u>Incl.</u>			
14#	Repl	L H QTR. PANEL	1		12.5		
15#	Rpr	R H QTR.			4.0		
16#	Rpr	REAR BODY MOUNTS CUT BOLTS			4.5		
17#	Repl	W/H PANEL	1	120.00	2.0		
18#	Rpr	LEFT REAR W/H PANELS			5.0		
19#	Repl	REAR OUTER PACKING SHELF	1	80.00	3.0		
20#	Rpr	INNER PANELS L H QTR AND RAIN GUTTER			3.0		
21#	Repl	WINDSHIELD REPAIR PANEL	1	75.00	3.0		
22#	Repl	SHIFTER HUMP	1	38.00	1.0		
23#	Repl	REAR TAIL PANEL	1	150.00	3.0		
24#	Repl	CONSOLE CLOCK	1	175.00			
25#	Repl	AUTO BODY SEALANT	10	129.90			
26#	Repl	POLY FILLER	2	27.90			
27#	Repl	ETCH PRIMER	1	336.30			
28#	Repl	FILLER PRIMER	1	<u>Incl.</u>			
29#	Repl	SAND PAPER TAPE, PAPER	1	150.00			
30#	Repl	WELD SUPPLIES	1	25.00			
31#	Repl	POSTAGE	1	30.00			
32#	Rpr	TEST FIT TRUNK AND QTR . EXTS REF.			1.0		
33#	Rpr	FLOOR PAN FRONT			3.5		
34#	Rpr	BODY MOUNTS FRONT			4.0		
35#	R&I	SEAM SEALER			2.0		

04/02/2003 at 07:19 PM
30195

Job Number:

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2D HDTP BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
36#	Repl	SAND BLAST BODY PARTS	4	40.00	4.0		
37#	Rpr	ROOF AND ROCKER PANELS			6.0		
38#	Rpr	PRIME AND BLOCK SAND VEHICLE			20.0		
39#	R&I	BODY FROM FRAME			4.0		
40#	R&I	UNDERCOATING FROM FLOOR PAN			10.0		
41#	Repl	ETCH PRIMER ON FLOOR PAN	1		3.0		
42#	Refn	FLOOR PAN UNDERCARRIAGE					4.0
43#	R&I	R L DOORS			1.0		
44#	Rpr	HOOD, AND DECK LID, HINGES REF, SPRINGS			10.0	2.5	
45#	Repl	FIREWALL AND PAINT	1	15.20	6.0		
46#	Repl	BACK-UP SWITCH	1	98.00	0.5		
47#	Repl	REAR AXLE BUMPERS	1	26.50	0.3		
48#	Repl	CLUTCH ARM BOOT	1	7.00			
49#	Repl	L LOWER DOOR HINGE	1	46.00	0.5		
50#	Repl	R H GUTTER RAIL TRUNK	1	75.00	1.5		
51#		SHIPPING PARTS	1	225.00			
52#	Repl	REAR HOUSING	1	353.25	2.5	2.0	
53#	Repl	RAD SUPT., RERA HOUSING, DRIVE SHAFT.	1	44.15	3.5	2.0	
54#	Rpr	L, R, DOORS			3.0		
55#	Rpr	WELD SHOCK HOLES			1.0		
56#	Repl	REAR TRAILING ARMS & INSERTS	1	48.00	4.0	2.5	
57#	Repl	BRAKE SHOES AND LINES	1	10.20	1.0		
58#	Repl	ENGINE AND DRIVE TRAIN	1	1358.00	5.0		
59#	Repl	EXHAUST SYSTEM AND MANIFOLDS	1	689.00	4.0		
60#	Repl	DISASSEMBLED REAR BUMPER/ DRILLED HOLES	1		1.0		
61#	Rpr	FRONT SWAY BAR			1.0		
62#	Repl	BODY TO FRAME -BUSHINGS	1	24.00	4.0		
63#	Repl	FUEL TANK AND VENT	1	235.00	1.5		
64#	Repl	R.L FENDERS	2	600.00	5.0		
65#	Rpr	INNER FENDER			2.0		
66#	Repl	R H. INNER FENDER	1	125.00			

04/02/2003 at 07:19 PM
30195

Job Number:

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2D HDTP BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
67#	Rpr	COWL PANEL				2.0	1.0
68#	R&I	ALL BODY PARTS				3.0	
69#	Refn	DASH PANEL TWO-TONE					3.0
70#	Repl	RECHROME PARTS	1	1227.00			
71#	Repl	PARTS IN JUNE BILL	1	2261.00			
72#	Repl	PARTS IN JULY	1	170.60			
73#	Refn	COMPLETE VEHICLE BUFF&POLISH, INC.					30.0
74#	Refn	INT PARTS					2.0
75#	Repl	REMAINDER OF PARTS	1			12.0	
76#		PAINT AND MAT	1	1000.00			
Subtotals ==>				10351.30	241.3	61.0	

Parts		10351.30
Body Labor	241.3 hrs @ \$ 40.00/hr	9652.00
Paint Labor	61.0 hrs @ \$ 40.00/hr	2440.00
Paint Supplies		725.00
SUBTOTAL		\$23168.30
Sales Tax	\$23168.30 @ 6.0000%	1390.10
GRAND TOTAL		\$24558.40

ADJUSTMENTS:

Deductible	0.00
CUSTOMER PAY	\$ 0.00
INSURANCE PAY	\$24558.40

04/03/2003 at 03:45 PM
30195

Job Number: 642

DIXON AUTO BODY

License #:144249 Federal ID #:251348443
DID YOU HELP SOMEONE TODAY
527 SOUTH CENTER ST
PHILIPSBURG, PA 16866
(814)342-0162 Fax: (814)342-3036

PRELIMINARY ESTIMATE

Written by: CHALMER DIXON #3000352
Adjuster:

Insured: MAYNARD GRAY	Claim #
Owner: MAYNARD GRAY	Policy #
Address: PHILIPSBURG, PA 16866	Deductible:
Day:	Date of Loss:
Evening:	Type of Loss:
	Point of Impact: 12. Front

Inspect
Location:

Insurance
Company: Days to Repair

1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

VIN: 138177B116026	Lic:	PA Prod Date:	Odometer:
Clear Coat Paint	Metallic Paint	Custom Paint	
4 Speed Transmission			

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#	R&I	ALL INT PARTS				12.0
2#	R&I	BODY FROM FRAME				6.0
3#		DIP VEHICLE IN ACID	1	6000.00		
4#		TRANSPORT VEHICLE TO OHIO	1	500.00		
5#	Repl	TRUNK FLOOR PANELS	1	400.00	10.0	
6#	Repl	RIGHT QTR. PANEL	1	490.00	12.5	
7#	Rpr	LEFT QTR. PANEL				9.0

04/03/2003 at 03:45 PM
30195

Job Number: 642

PRELIMINARY ESTIMATE
1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
8#	Rpr	R&L DOORS			8.0		
9#	Rpr	FLOOR PAN INSIDE BODY			12.0		
10#	Repl	PANEL UNDER WINDSHIELD	1		8.0		
11#	Rpr	COMPLETE VEHICLE AND REF.			90.0		
12#		PAINT AND MATERIALS	1	2500.00			
13#	Repl	REPLACE HEADLINER	1	175.00	6.0		
14#	Repl	DASH AND REF. INC.	1		4.0		
15#	Rpr	R.L FENDERS			4.0		
16#		FIRE WALL AND REF.	1		4.0		
17#	Rpr	DSASSEMBLE FRAME AND REF			20.0	8.0	
18#	Rpr	steering column			5.0		
19#	Rpr	CENTER LOCK SUPT. REAR			3.5		
20#	Rpr	FRONT BUMPER EXT.			3.0		
21#	Rpr	HEATER CORE COVER			2.5		
22#	Rpr	REPLACE FACTORY PAINT MARKINGS			2.0		
23#	Rpr	AIR CLEANER RECHROMED			5.0		
24#	R&I	TRANSMISSION AND RECHECK			4.0		

Subtotals ==> 10065.00 230.5 8.0

Parts 10065.00

Body Labor 230.5 hrs @ \$ 40.00/hr 9220.00

Paint Labor 8.0 hrs @ \$ 40.00/hr 320.00

Paint Supplies 8.0 hrs @ \$ 20.00/hr 160.00

SUBTOTAL \$19765.00

Sales Tax \$19765.00 @ 6.0000% 1185.90

GRAND TOTAL \$20950.90

ADJUSTMENTS:

Deductible 0.00

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

CUSTOMER PAY	\$ 0.00
INSURANCE PAY	\$20950.90

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_#=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT MAY BE AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

04/03/2003 at 03:45 PM
30195

Job Number: 642

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

Pathways - A product of CCC Information Services Inc.

Godfrey & Courtney, P.C.
BY: Steven C. Courtney, Esquire
Attorney I.D. No. 74669
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900

Attorney for Defendant

MAYNARD H. GRAY, Plaintiff : IN THE COURT OF COMMON
vs. : PLEAS, CLEARFIELD COUNTY,
DOUGLAS G. YODER, t/d/b/a YODER'S : PENNSYLVANIA
CLASSIC RESTORATION, Defendant : NO. 03-562-CD
: CIVIL ACTION -LAW
:

NOTICE TO PLEAD

FILED

To: Maynard H. Gray
C/o James A. Naddeo, Esquire
211 ½ E. Locust Street
P.O. Box 16830
Clearfield, PA 16830

MAY 12 2003

William A. Shaw
Prothonotary

You are hereby notified to file a written response to the enclosed Preliminary Objections within twenty (20) days of the date of service hereof or a default judgment may be entered against you.

GODFREY & COURTNEY, P.C.

By _____

Steven C. Courtney, Esquire
Attorney I.D. No. 74669
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900
Attorney for Defendant

Dated: 5/7/03

Godfrey & Courtney, P.C.
BY: Steven C. Courtney, Esquire
Attorney I.D. No. 74669
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900

Attorney for Defendant

MAYNARD H. GRAY, Plaintiff : **IN THE COURT OF COMMON
vs. PLEAS, CLEARFIELD COUNTY,
DOUGLAS G. YODER, t/d/b/a YODER'S PENNSYLVANIA**
CLASSIC RESTORATION, Defendant : **NO. 03-562-CD**
Defendant : **CIVIL ACTION -LAW**
:

PRELIMINARY OBJECTIONS OF DEFENDANT TO PLAINTIFF'S COMPLAINT

AND NOW COMES, Defendant, Douglas G. Yoder t/d/b/a Yoder's Classic Restoration, by and through his counsel, Steven C. Courtney, Esquire, and files the within Preliminary Objections, as follows:

IMPROPER VENUE

1. Plaintiff alleges that venue for this civil action is in Clearfield County, Pennsylvania.
2. As stated in paragraph 2 of the Complaint, Defendant is a resident of Red Lion, York County, Pennsylvania.
3. Defendant's place of business is located in Red Lion, York County, Pennsylvania.
4. Plaintiff and Defendant had some discussions regarding some restoration work to be performed by Defendant on Plaintiff's 1967 Chevelle SS.
5. During the fall of 2001, Plaintiff made a trip to York County, Pennsylvania to inspect Defendant's place of business.
6. Plaintiff retained the services of Defendant to perform some restoration work on

his 1967 Chevelle SS.

7. Plaintiff arranged for his 1967 Chevelle SS to be transported to Defendant's place of business located in York County, Pennsylvania.

8. All of the work that was performed on Plaintiff's 1967 Chevelle SS was done in York County, Pennsylvania.

9. All of the invoices for payment relative to the services performed by Defendant on Plaintiff's 1967 Chevelle SS were mailed from York County, Pennsylvania.

10. Defendant was served with the Complaint in York County by the York County Sheriff.

11. Rule 1006 of the Pennsylvania Rules of Civil Procedure provides that "an action against an individual may be brought in and only in a county in which the individual may be served or in which the cause of action arose or where a transaction or occurrence took place out of which the cause of action arose."

12. The cause of action alleged in Plaintiff's Complaint arose in York County, Pennsylvania and the Defendant was served with the Complaint in York County.

13. All transaction or occurrences out of which Plaintiff's cause of action arose took place in York County, Pennsylvania.

14. Based on the aforesaid, Defendant alleges that York County, Pennsylvania is the proper venue for Plaintiff's cause of action.

15. Defendant alleges that this Honorable Court should enter an Order directing Plaintiff to have this cause of action transferred to York County, Pennsylvania.

WHEREFORE, Defendant respectfully request that an Order be entered directing the Plaintiff to have this cause of action transferred to York County, Pennsylvania.

DEMURRER – LEGAL INSUFFICIENCY OF COUNT II

16. The averments of paragraphs 1-15 are incorporated herein by reference.
17. Count II of Plaintiff's Complaint fails to state a valid cause of action.
18. Plaintiff has failed to allege sufficient facts to set forth a valid cause of action.
19. In Count II, Plaintiff avers that Defendant work was defective.
20. Plaintiff has not properly pled or stated a cause of action in Count II of the Complaint.

21. Accordingly, Count II of Plaintiff's Complaint must be dismissed.

WHEREFORE, Defendant respectfully request that an Order be entered dismissing Count II of Plaintiff's Complaint.

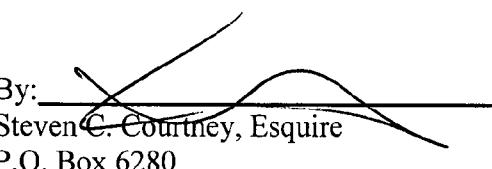
LACK OF SPECIFICITY

22. The averments of paragraphs 1-21 are incorporated herein by reference.
23. Count IV of Plaintiff's Complaint alleges negligence on behalf of the Defendant.
24. Plaintiff has failed to set forth what specific acts or omission constituted the alleged negligence.

WHEREFORE, Defendant respectfully request that an Order be entered requiring the Plaintiff to allege more specific facts regarding Count IV of Plaintiff's Complaint.

Respectfully submitted,

GODFREY & COURTNEY, P.C.

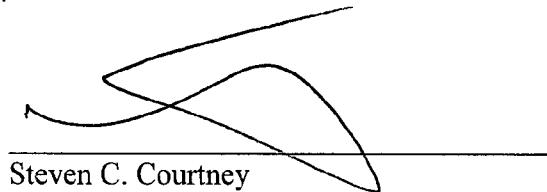
By: 
Steven C. Courtney, Esquire
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900
I.D. # 74669
Attorney for Plaintiff

Dated: 5/7/03

VERIFICATION

I, Steven C. Courtney, Esquire, hereby certify that the following is correct:

The facts set forth in the foregoing Preliminary Objections are based upon information which I have been furnished by my client as well as upon information which has been gathered by me and/or others acting on my behalf in this matter. I have read the Preliminary Objections and to the extent that it is based upon information which I was given by my client, it is true and correct to the best of my knowledge, information, and belief. I hereby acknowledge that the facts set forth in the aforesaid Preliminary Objections are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



Steven C. Courtney

Date: 5/7/03

CERTIFICATE OF SERVICE

AND NOW, this 2 day of May, 2003, I, Steven C. Courtney, Esq., of Godfrey & Courtney, P.C., attorney for defendant, hereby certify that I served the foregoing Preliminary Objections this day by depositing the same in the United States mail, postage prepaid, in Harrisburg, Pennsylvania, addressed to:

Maynard H. Gray
C/o James A. Naddeo, Esquire
211 ½ E. Locust Street
P.O. Box 16830
Clearfield, PA 16830

~~Steven C. Courtney, Esquire~~

FILED *cc*

MAY 12 2003

AMY

cc
William A. Shaw
Presbyterian

In The Court of Common Pleas of Clearfield County, Pennsylvania

GRAY, MAYNARD H.

VS.

YODER, DOUGLAS G. t/d/b/a YODER'S CLASSIC RESTORATION

COMPLAINT

Sheriff Docket # 13940

03-562-CD

SHERIFF RETURNS

NOW APRIL 16, 2003, WILLIAM HOSE, SHERIFF OF YORK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON DOUGLAS G. YODER t/d/b/a YODER'S CLASSIC RESTORATION, DEFENDANT.

NOW APRIL 29, 2003 SERVED THE WITHIN COMPLAINT ON DOUGLAS G. YODER t/d/b/a YODER'S CLASSIC RESTORATION, DEFENDANT BY DEPUTIZING THE SHERIFF OF YORK COUNTY. THE RETURN OF SHERIFF HOSE IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED DOUGLAS YODER.

Return Costs

Cost	Description
27.97	SHERIFF HAWKINS PAID BY: ATTY CK# 8669
10.00	SURCHARGE PAID BY: ATTY CK# 8670
27.20	YORK CO. SHFF. PAID BY: ATTY

Sworn to Before Me This

5th Day Of JUNE 2003



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

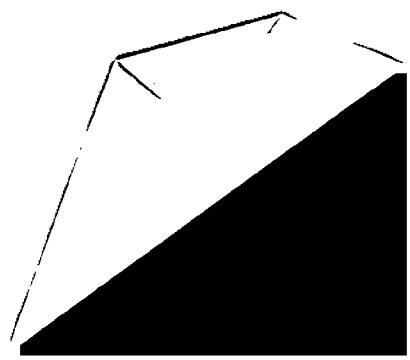
So Answers,

*Chester Hawkins
by Maynard Hump*

Chester A. Hawkins
Sheriff

FILED

*✓ JUN 05 2003
0/10/2003
William A. Shaw
Prothonotary/Clerk of Courts*



COUNTY OF YORK
OFFICE OF THE SHERIFF

28 EAST MARKET ST., YORK, PA 17401

SERVICE CALL
(717) 771-9601

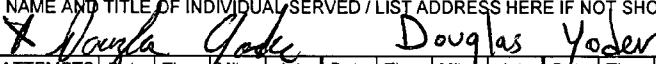
**SHERIFF SERVICE
PROCESS RECEIPT and AFFIDAVIT OF RETURN**

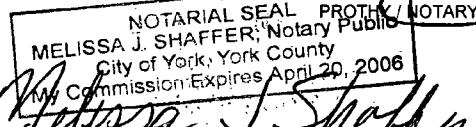
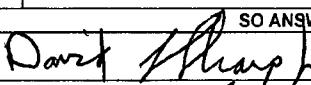
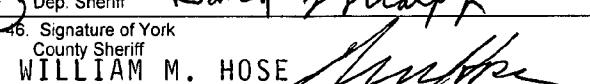
**INSTRUCTIONS
PLEASE TYPE ONLY LINE 1 THRU 12
DO NOT DETACH ANY COPIES**

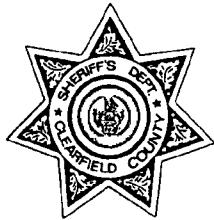
1. PLAINTIFF/S/ MAYNARD H. GRAY	2. COURT NUMBER 03-562-CD
3. DEFENDANT/S/ DOUGLAS G. YODER t/d/b/a YODER'S CLASSIC RESTORATIONS	4. TYPE OF WRIT OR COMPLAINT COMP
SERVE  AT { 5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED, OR SOLD. DOUGLAS G. YODER t/d/b/a YODER'S CLASSIC RESTORATION	
6. ADDRESS (STREET OR RFO WITH BOX NUMBER, APT. NO., CITY, BORO, TWP., STATE AND ZIP CODE) 515 WINTERSTOWN RD. RED LION, PA	
7. INDICATE SERVICE: <input type="checkbox"/> PERSONAL <input type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> 1ST CLASS MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER	
NOW _____, 20____ I, SHERIFF OF YORK COUNTY, PA, do hereby deputize the sheriff of _____ COUNTY to execute this Writ and make return thereof according to law. This deputization being made at the request and risk of the plaintiff. _____	
SHERIFF OF YORK COUNTY	
8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE: OUT OF COUNTY CLEARFILED	

ADVANCED FEE PAID BY ATTY

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction, or removal of any property before sheriff's sale thereof.

9. TYPE NAME and ADDRESS of ATTORNEY/ ORIGINATOR and SIGNATURE JAMES A. NADDEO 211 1/2 E. LOCUST ST. PO BOX 552 CLEARFIELD, PA 16830	10. TELEPHONE NUMBER 814-765-1601	11. DATE FILED 4-15-03
12. SEND NOTICE OF SERVICE COPY TO NAME AND ADDRESS BELOW: (This area must be completed if notice is to be mailed). CLEARFIELD CO SHERIFF		
SPACE BELOW FOR USE OF THE SHERIFF - DO NOT WRITE BELOW THIS LINE		
13. I acknowledge receipt of the writ or complaint as indicated above. R. AHRENS		14. DATE RECEIVED 4-21-03
15. Expiration/Hearing Date 5-15-03		
16. HOW SERVED: PERSONAL <input checked="" type="checkbox"/> RESIDENCE <input checked="" type="checkbox"/> POSTED () POE <input checked="" type="checkbox"/> SHERIFF'S OFFICE () OTHER () SEE REMARKS BELOW		
17. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, etc. named above. (See remarks below.)		
18. NAME AND TITLE OF INDIVIDUAL SERVED / LIST ADDRESS HERE IF NOT SHOWN ABOVE (Relationship to Defendant) 		19. Date of Service 4/29/03
		20. Time of Service 118 pm
21. ATTEMPTS Date Time Miles Int.		
22. REMARKS: <i>mid 167</i>		

23. Advance Costs 40.00	24. Service Costs 18.00	25. N/F	26. Mileage 7.20	27. Postage	28. Sub Total 25.20	29. Pound	30. Notary 2.00	31. Surchg.	32. Tot. Costs 27.20	33. Costs Due or Refund 12.80	Check No. 160012
34. Foreign County Costs		35. Advance Costs	36. Service Costs	37. Notary Cert.	38. Mileage/Postage/Not Found			39. Total Costs	40. Costs Due or Refund		
41. AFFIRMED and subscribed to before me this 42. day of <u>MAY</u> <u>20</u> <u>03</u> <u>43.</u>		12	SO ANSWERS							45. DATE <u>4/29/03</u>	
		44. Signature of Dep. Sheriff 								47. DATE <u>4/29/03</u>	
		46. Signature of York County Sheriff 								49. DATE <u>5-12-03</u>	
48. Signature of Foreign County Sheriff											
50. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED ISSUING AUTHORITY AND TITLE										51. DATE RECEIVED	



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

COURTHOUSE
1 NORTH SECOND STREET, SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

ROBERT SNYDER
CHIEF DEPUTY
CYNTHIA AUGHENBAUGH
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Pg. 13940

MAYNARD H. GRAY

TERM & NO. 03-562-CD

VS

DOCUMENT TO BE SERVED:

DOUGLAS G. YODER t/d/b/a YODER'S
CLASSIC RESTORATION

COMPLAINT

SERVE BY: 05/15/2003

MAKE REFUND PAYABLE TO:

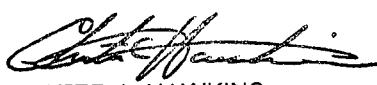
JAMES A. NADDEO, ATTORNEY

SERVE: DOUGLAS G. YODER t/d/b/a YODER'S CLASSIC RESTORATION

ADDRESS: 515 WINTERSTOWN ROAD, RED LION, PA. 17356

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby depose the SHERIFF OF YORK COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 16th Day of APRIL 2003

Respectfully,


CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

RECEIVED
OFFICE OF SHERIFF
YORK, PA
03 APR 21 PM 1 48

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

MAYNARD H. GRAY :

-vs- : No. 03 - 562 - CD

DOUGLAS G. YODER, t/d/b/a YODER'S :

CLASSIC RESTORATIONS :

ORDER

NOW, this 6th day of August, 2003, following argument and briefs into Preliminary Objections filed on behalf of Defendant above-named, it is the ORDER of this Court that said Objections be and are hereby sustained to the extent that Plaintiff shall be given twenty (20) days from date hereto to file an Amended Complaint to satisfy Defendant's allegation of legal insufficiency to Count II and lack of specificity to Count IV of Plaintiff's original Complaint. Defendant's Preliminary Objection to venue shall be and is hereby continued to give Defendant the opportunity to create a factual basis for the objection.

By the Court,

President Judge

FILED

AUG 06 2003

William A. Shaw
Prothonotary/Clerk of Courts

FILED
1cc 4th Nodde
of 3:18-cv-
AUG 06 2003
1cc 4th Court
William A. Shaw
Prothonotary/Clerk of Courts
EJL
Courtney

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

MAYNARD H. GRAY,
an individual,

Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,

Defendant.

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* NO. 03 - 562 - CD

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* Type of Pleading:
*
* AMENDED COMPLAINT
*
* 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

AUG 13 2003

William A. Shaw
Prothonotary

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
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, ext. 5982

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

AMENDED COMPLAINT

NOW COMES the Plaintiff, Maynard H. Gray, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

First Count

1. That the Plaintiff is Maynard H. Gray, an adult individual who resides at 5942 Morgan Run Road, West Decatur, Pennsylvania 16878.

2. That the Defendant is Douglas G. Yoder, an adult individual who resides at 515 Winterstown Road, Red Lion, Pennsylvania 17356.

3. That at all times referred to herein the Defendant, Douglas G. Yoder, represented himself to be an expert in the restoration of vintage Chevelles.

4. That sometime during the summer months of 2001, Plaintiff received a telephone call at his residence in

Clearfield County, Pennsylvania, from the Defendant pertinent to the sale of GM parts for which Plaintiff had advertised on the Internet.

5. That during the course of said conversation, Plaintiff informed Defendant that he was the owner of a 1967 Chevelle SuperSport and that he was seeking to obtain a frame off restoration of said vehicle.

6. That Defendant informed Plaintiff that he was a recognized expert in the restoration of Chevelles and acted as a national judge of those vehicles for the American Chevelle Enthusiasts Society.

7. That following his discussion with the Defendant, Plaintiff made a visit to Defendant's place of business located at 515 Winterstown Road, Red Lion, Pennsylvania, during the fall of 2001.

8. That during the course of Plaintiff's visit to Defendant's place of business the parties discussed the restoration of Plaintiff's 1967 Chevelle SS.

9. That the parties failed to reach an agreement concerning the restoration of Plaintiff's vehicle during the course of their personal meeting although Defendant did provide a "blind" estimate to perform a frame off restoration for the sum of Ten Thousand (\$10,000.00) Dollars.

10. That in January 2002, Plaintiff received an e-mail from Defendant at Plaintiff's residence located in Clearfield County, Pennsylvania, informing Plaintiff that Defendant was both willing and available to complete a frame off restoration upon Plaintiff's 1967 Chevelle SS.

11. That in response to Defendant's e-mail, Plaintiff called Defendant from Plaintiff's residence in Clearfield County, Pennsylvania, at which time he accepted Defendant's offer to restore Plaintiff's 1967 Chevelle SS.

12. That during the course of the telephone discussion referred to in Paragraph 11 hereof, Plaintiff informed Defendant that he was seeking a show car restoration which Defendant agreed to provide.

13. That Plaintiff delivered his 1967 Chevelle SS to Defendant's place of business during the first week of February 2002.

14. That at the time Plaintiff delivered his vehicle to Defendant he anticipated that the approximate cost of the frame off restoration would be Ten Thousand (\$10,000.00) Dollars as previously estimated by the Defendant.

15. That the parties to the point in time when Plaintiff delivered his vehicle to Defendant's place of business did not discuss the actual charges to be made by Defendant.

16. That Plaintiff received Defendant's first bill for services on or about March 2, 2002 which bill reflected time and materials billing with labor charged at \$34.00 per hour.

17. That Plaintiff accepted the terms of the Defendant's initial bill including the hourly rate of \$34.00 per hour and issued a check from his personal account to pay Defendant's initial bill for services.

18. That Defendant sent subsequent bills to Plaintiff for the months of March, April, May, June and July which bills including the initial bill for February reflected 865 hours for labor.

19. That in July Plaintiff contacted Defendant and instructed him to discontinue work on Plaintiff's vehicle in that Defendant's services through July 2002 were \$42,694.41.

20. That Plaintiff recovered his 1967 Chevelle SS from Defendant on or about August, 2002 at which time Defendant had completed nothing but the shell restoration.

21. That the charges rendered by Defendant to Plaintiff were unreasonable, excessive and wholly inconsistent with the work performed to the date Plaintiff recovered his vehicle from the Defendant.

22. That the reasonable cost of restoring Plaintiff's vehicle to the state that it was in when recovered from the

Defendant is \$24,558.40 as appears from the estimate attached hereto as Exhibit "A".

23. That Plaintiff seeks recovery from Defendant to the extent that he was overcharged by Defendant for Defendant's services in the amount of \$18,136.

WHEREFORE, plaintiff claims damage from the Defendant in the amount of \$18,136 with interest from August 2002.

Second Count

24. That the Plaintiff incorporates Paragraphs 1 through 23 of the First Count of this Complaint by reference and makes them a part hereof.

25. That the restoration performed by Defendant was defective in numerous respects as more fully set forth on the list attached hereto as Exhibit "B".

26. That the restoration performed by Defendant is wholly inconsistent with a restoration that would render Plaintiff's vehicle to be described as a "show car" by virtue of the defects referred to in Paragraph 25 hereof, which defects are incorporated herein by reference.

27. That the reasonable cost of the corrective work necessary to render Plaintiff's vehicle a show car as promised by Defendant is \$20,950.00 as appears from the estimate attached hereto as Exhibit "C".

WHEREFORE, Plaintiff claims damage from the Defendant in the amount of \$20,950.00 with interest as allowable by law.

Third Count

Breach of Express and Implied Warranties

28. That the Plaintiff incorporates Paragraphs 1 through 27 of this Complaint by reference and makes them a part hereof.

29. At the inception of the parties' oral agreement which was contracted by telephone in the County of Clearfield, Pennsylvania, Plaintiff informed Defendant that he was seeking a show quality restoration of his 1967 Chevelle SS.

30. That at the time of the inception of the parties' oral agreement which was contracted by telephone in the County of Clearfield, Pennsylvania, Defendant promised Plaintiff that he would render a show quality restoration of Plaintiff's vehicle.

31. That Defendant knew or had reason to know that Plaintiff was seeking a show quality restoration so that Plaintiff's vehicle could be displayed at national car shows including shows conducted by the American Chevelle Enthusiasts Society.

32. That Defendant breached the express and implied warranties made to Plaintiff by providing a shell restoration of Plaintiff's vehicle which does not conform to show quality.

33. That to restore Plaintiff's vehicle to show quality will require Plaintiff to expend the additional sum of \$20,950.00 as appears from Exhibit "C" which is attached to this Complaint and made a part hereof.

WHEREFORE, Plaintiff claims damage from the Defendant in the amount of \$20,950.00.

Fourth Count

Negligence

34. That the Plaintiff incorporates Paragraphs 1 through 33 of this Complaint by reference and makes them a part hereof.

35. That Defendant owed a duty to Plaintiff to exercise due care in completing the show quality restoration contracted for by Plaintiff.

36. That Defendant was guilty of the following negligence, recklessness and carelessness which were the proximate cause of the defects described in Exhibit "B" attached hereto and incorporated herein by reference:

A. Defendant failed to use due care in preparing the exterior of the vehicle to be painted in that dirt was left on the surface and then painted over.

B. Defendant failed to use due care in applying body filler beneath the paint in that the filler is cracked on the right quarter panel of the vehicle.

C. Defendant failed to use due care when painting the vehicle so as to avoid sand scratches.

D. Defendant failed to use due care in matching paint in areas where touchup was required.

E. Defendant failed to use due care in aligning the door edge with the quarter panel of the vehicle.

F. Defendant failed to use due care in contouring the right wheel quarter panel to the right door of the vehicle.

G. Defendant failed to use due care under all the circumstances of this case.

H. Defendant failed to use due care in preparing the rocker panel seam on right hand door in that he prepared the jam/rocker panel seam but failed to leave a seam as in the original body style.

I. Defendant failed to use due care in sanding the body filler, portions of which remain unfinished.

J. Defendant failed to use due care by failing to paint portions of the vehicle including left hand and right hand lower edges of the dashboard.

K. Defendant failed to use due care in completing paint work in that areas of the left and right rocker panels were left unpainted.

L. Defendant failed to use due care in painting Plaintiff's vehicle by failing to use sufficient paint on the bottom edges of the bottom quarter panels and fenders.

M. Defendant failed to use due care in painting Plaintiff's vehicle by leaving a finger print under the paint.

N. Defendant failed to use due care in painting Plaintiff's vehicle by leaving runs in the clear coat.

37. That the cost of repairing the work negligently performed by Defendant as described in Paragraph 36 hereof which is incorporated herein by reference is \$20,950.00 as appears from the estimate attached hereto as Exhibit "C".

WHEREFORE, Plaintiff claims damage from the Defendant in the amount of \$20,950.00.


James A. Naddeo

James A. Naddeo, Esquire
Attorney for Plaintiff

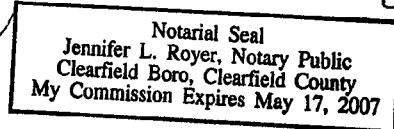
COMMONWEALTH OF PENNSYLVANIA)
SS.
COUNTY OF CLEARFIELD)

Before me, the undersigned officer, personally appeared
MAYNARD H. GRAY, who being duly sworn according to law, deposes
and states that the facts set forth in the foregoing Amended
Complaint are true and correct to the best of his knowledge,
information and belief.

Maynard H. Gray

SWORN and SUBSCRIBED before me this 13th day of August, 2003.

James L. Roger



04/02/2003 at 07:19 PM
30195

Job Number:

DIXON AUTO BODY

License #:144249 Federal ID #:251348443

DID YOU HELP SOMEONE TODAY

527 SOUTH CENTER ST

PHILIPSBURG, PA 16866

(814)342-0162 Fax: (814)342-3036

PRELIMINARY ESTIMATE

Written by: CHALMER DIXON #3000352

Adjuster:

Insured: MAYNARD H. GRAY

Claim #

Owner: MAYNARD H. GRAY

Policy #

Address:

Deductible:

Day:

Date of Loss:

Evening:

Type of Loss:

Point of Impact: 12. Front

Inspect

Location:

Insurance

Company:

Days to Repair

1967 CHEV CHEVELLE 396 2D HDTP BLUE Int:

VIN: 138177B116026 **Lic:** **PA Prod Date:** **Odometer:** 84000

Clear Coat Paint 4 Speed Transmission

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#	R&I	DISASSEMBLE FRONT CLIP		2.0		
2#	R&I	MLDGS, WEATHER STRIPS, DASH, WIR		12.0		
		ING TRUNK WEATHERSTRIP,				
3#		SEATS CARPET SOUN	1			
		DEADNER, ALL THE GLASS				
4#		HEADLINER, E.BRAKE, VENTS, ETC.	1			
5#		STRIPED PAINT FROMRH QTR.	1	5.0		
		PANEL				

04/02/2003 at 07:19 PM
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Job Number:

PRELIMINARY ESTIMATE
1967 CHEV CHEVELLE 396 2D HDTB BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
6#		REPAIRED RUST R H QTR. INNER PANELS	1		12.0		
7#	Rpr	R H FLOOR PANS			5.0		
8#	Rpr	WELD HOLES FOR DRIVE SHAFT COVER			2.5		
9#	Repl	RUST CONVERTER ON FLOOR PAN	1		2.5	3.0	
10#	Repl	TRUNK FLOOR TRUNK EXT.	1		20.0	6.0	
11#	R&I	ALL SEALERS AND RESEAL			4.0		
12#	Repl	ACID. ETCH PRIMER	1	336.30	2.5	3.0	
13#	Repl	BUILD-UP PRIMER	1	<u>Incl.</u>			
14#	Repl	L H QTR. PANEL	1		12.5		
15#	Rpr	R H QTR.			4.0		
16#	Rpr	REAR BODY MOUNTS CUT BOLTS			4.5		
17#	Repl	W/H PANEL	1	120.00	2.0		
18#	Rpr	LEFT REAR W/H PANELS			5.0		
19#	Repl	REAR OUTER PACKING SHELF	1	80.00	3.0		
20#	Rpr	INNER PANELS L H QTR AND RAIN GUTTER			3.0		
21#	Repl	WINDSHIELD REPAIR PANEL	1	75.00	3.0		
22#	Repl	SHIFTER HUMP	1	38.00	1.0		
23#	Repl	REAR TAIL PANEL	1	150.00	3.0		
24#	Repl	CONSOLE CLOCK	1	175.00			
25#	Repl	AUTO BODY SEALANT	10	129.90			
26#	Repl	POLY FILLER	2	27.90			
27#	Repl	ETCH PRIMER	1	336.30			
28#	Repl	FILLER PRIMER	1	<u>Incl.</u>			
29#	Repl	SAND PAPER TAPE, PAPER	1	150.00			
30#	Repl	WELD SUPPLIES	1	25.00			
31#	Repl	POSTAGE	1	30.00			
32#	Rpr	TEST FIT TRUNK AND QTR . EXTS REF.			1.0		
33#	Rpr	FLOOR PAN FRONT			3.5		
34#	Rpr	BODY MOUNTS FRONT			4.0		
35#	R&I	SEAM SEALER			2.0		

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Job Number:

PRELIMINARY ESTIMATE
1967 CHEV CHEVELLE 396 2D HDTP BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
36#	Repl	SAND BLAST BODY PARTS	4	40.00	4.0	
37#	Rpr	ROOF AND ROCKER PANELS			6.0	
38#	Rpr	PRIME AND BLOCK SAND VEHICLE			20.0	
39#	R&I	BODY FROM FRAME			4.0	
40#	R&I	UNDERCOATING FROM FLOOR PAN			10.0	
41#	Repl	ETCH PRIMER ON FLOOR PAN	1		3.0	
42#	Refn	FLOOR PAN UNDERCARRIAGE				4.0
43#	R&I	R L DOORS			1.0	
44#	Rpr	HOOD, AND DECK LID, HINGES REF, SPRINGS			10.0	2.5
45#	Repl	FIREWALL AND PAINT	1	15.20	6.0	
46#	Repl	BACK-UP SWITCH	1	98.00	0.5	
47#	Repl	REAR AXLE BUMPERS	1	26.50	0.3	
48#	Repl	CLUTCH ARM BOOT	1	7.00		
49#	Repl	L LOWER DOOR HINGE	1	46.00	0.5	
50#	Repl	R H GUTTER RAIL TRUNK	1	75.00	1.5	
51#		SHIPPING PARTS	1	225.00		
52#	Repl	REAR HOUSING	1	353.25	2.5	2.0
53#	Repl	RAD SUPT., RERA HOUSING, DRIVE SHAFT.	1	44.15	3.5	2.0
54#	Rpr	L,R, DOORS			3.0	
55#	Rpr	WELD SHOCK HOLES			1.0	
56#	Repl	REAR TRAILING ARMS & INSERTS	1	48.00	4.0	2.5
57#	Repl	BRAKE SHOES AND LINES	1	10.20	1.0	
58#	Repl	ENGINE AND DRIVE TRAIN	1	1358.00	5.0	
59#	Repl	EXHAUST SYSTEM AND MANIFOLDS	1	689.00	4.0	
60#	Repl	DISASSEMBLED REAR BUMPER/ DRILLED HOLES	1		1.0	
61#	Rpr	FRONT SWAY BAR			1.0	
62#	Repl	BODY TO FRAME -BUSHINGS	1	24.00	4.0	
63#	Repl	FUEL TANK AND VENT	1	235.00	1.5	
64#	Repl	R.L FENDERS	2	600.00	5.0	
65#	Rpr	INNER FENDER			2.0	
66#	Repl	R H. INNER FENDER	1	125.00		

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Job Number:

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2D HDTP BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
67#	Rpr	COWL PANEL			2.0		1.0
68#	R&I	ALL BODY PARTS			3.0		
69#	Refn	DASH PANEL TWO-TONE					3.0
70#	Repl	RECHROME PARTS	1	1227.00			
71#	Repl	PARTS IN JUNE BILL	1	2261.00			
72#	Repl	PARTS IN JULY	1	170.60			
73#	Refn	COMPLETE VEHICLE BUFF&POLISH, INC.					30.0
74#	Refn	INT PARTS					2.0
75#	Repl	REMAINDER OF PARTS	1		12.0		
76#		PAINT AND MAT	1	1000.00			

Subtotals ==> 10351.30 241.3 61.0

Parts	10351.30
Body Labor	241.3 hrs @ \$ 40.00/hr 9652.00
Paint Labor	61.0 hrs @ \$ 40.00/hr 2440.00
Paint Supplies	725.00
 SUBTOTAL	 \$23168.30
Sales Tax	\$23168.30 @ 6.0000% 1390.10
 GRAND TOTAL	 \$24558.40

ADJUSTMENTS:

Deductible	0.00
 CUSTOMER PAY	 \$ 0.00
INSURANCE PAY	\$24558.40

EXHIBIT "B" DEFECTS

1. Paint: Extreme dirt problem in paint on exterior of car. Dirt, Dust, and lint found throughout all areas of paint on exterior.
2. Right-Hand Quarter Panel: Center of right hand quarter panel sail panel has 3 inch crack in body filler beneath paint.
3. Sand Scratches: Sand scratches along entire right side of lower body line.
4. Paint: Paint along lower right hand door appears to have been touched up. Paint does not match.
5. Passenger Door: Right hand corner of passenger door (where patch was put in), door edge body line does not contour with quarter panel body line.
6. Right-Hand Quarter: Patch panel on right hand quarter from wheel well to door does not match contour of original body style. (Sharp body line, body line not straight very wavy, bottom edge not rounded, patch panel is straight and not contoured like body style should be.)
7. Right-Hand Door Jam: Right hand door jam/rocker panel seam (where repair was made) does not reflect a quarter panel seam as original body style.
8. Un-sanded Body Edges: Un-sanded edges of body filler (Unfinished, not rounded to contour of original body)
 - a. R/H quarter to rocker seam.
 - b. R/H wheel well (Rubs against frame)
 - c. L/H driver's side door edges (all edges)
 - d. R/H passenger side door edges (front and rear edges)
 - e. R/H quarter lower rear.
 - f. R/H pillar post bottom edge.
 - g. Heater Core Box – 4 large dents and unfinished body filler.
 - h. Quarter panel to trunk seam near tail lamp extensions.
 - i. Edges of trunk lid (left side has large bump of body filler)
 - j. Lower wheel well molding area
 - k. R/F corner of hood lip not straight (wavy body filler)

9. Paint Imperfections: Problem Areas with paint refinish.
 - a. Extreme dirt problem in exterior paint on car.
 - b. paint/primer did not adhere to underside, interior floor, firewall, and trunk areas of car. (Paint is cracking and peeling off in large chunks)
 - c. Sand scratches and not properly buffed on numerous areas of car: examples:
 1. Wheel well areas of body exterior
 2. R/H quarter front edge and R/H door seam.
 3. R/H lower body seam and quarter.
 4. R/H and L/H Door Jams.
 5. R/H and L/H pillar posts.
 6. Inside of trunk lid not sanded, buffed properly and has an extremely rough finish. Trunk lid was only sprayed from one direction. One side is smooth the other is rough.
 7. Entire edges of trunk lid refinish had rough finish.
 8. Sand scratches in hood lip edge area.
 9. L/H front fender
 - d. L/H and R/H lower edges of dash not painted.
 - e. Dash and interior paint has rough finish as if it has dirt in it.
 - f. Scratches in dash paint where glove box trim was installed.
 - g. Lower bottom areas of L/H and R/H rocker panels were not painted.
 - h. No paint or insufficient paint/clear on bottom edges of quarters and fenders.
 - i. Finish on L/H door has a round mark on it that resembles a fingerprint under the paint.
 - j. Numerous areas of paint have runs in clear.
10. Doors: Right hand and Left Hand doors not properly adjusted to fit body contour. Body lines are off over 3/8 inch and large gaps are between vent windows and pillar posts.
11. Welds: Spot welds on quarter panel extensions do not have factory appearances. (Large globs of weld) Welds need ground down and re welded.
12. Trunk Pan: 7 piece trunk pan set not properly installed. The "ribbed areas" of the trunk pans do not line up with the existing "ribbed areas" of the car's floor pans. Additionally, the new trunk floor pans were installed so they overlap the existing body floor pans instead of flushly meeting the existing floor pans. The overlap has left approximately a 1/4 inch space between the trunk floor pans to the existing body. It does not reflect a factory" appearance; the entire 7 piece trunk floor pan set will need to be removed and a "new" set installed properly.

13. Tail Section: The center brace on the tail section that is immediately behind the trunk lock assembly was installed improperly. The lock assembly catches on the brace and will not turn freely to open the trunk. The brace needs removed and reinstalled approximately $\frac{1}{4}$ inch over.
14. Trunk Seal Rail: The right-hand trunk seal rail is bent and banged up next to the tail section. This is the piece that Yoder purchased, charged me 75.00 for and installed it on my car. This trunk seal rail needs straightened and repainted to give factory appearance.
15. Windshield repair Panel: The new windshield repair panel was not properly installed. It does not match the contour of the cowl assembly. The cowl panel touches the windshield repair panel on both sides and has a $\frac{1}{4}$ to $\frac{3}{8}$ inch gap in center. The repair panel needs cut back out and a new panel purchased and reinstalled. Yoder charged 75.00 for repair panel plus shipping.
16. Frame Rail: The frame assembly was painted and detailed when it was delivered to Yoder. There were no scratches in the frame rails upon delivery. When the car was received from Yoder, the driver's side frame rails beneath the driver's door had large scrapes in them down into the primer. There was also a gray paint overspray in the rear section of the frame where Yoder had apparently tried to repair/hide the pealing paint on the underside of the floor pans. Repair involves a complete disassemble of the drive train and suspension, the frame sanded, repainted, and then reassembled.
17. Air Cleaner lid: I was charged \$175.00 plus shipping to have my engine air cleaner lid re-chromed. There are dark blemishes in the chrome and it needs to be re-chromed again. It has never been installed.
18. Upper right hand mounting nut in the pillar post for the passenger side front fender was not repaired. It was broken when he disassembled the car. It was held in place by a machine screw. The pillar post area around the mounting nut is swelled out and has pry marks around it. It was painted over in this condition.
19. Steering Column: The collar on the steering column was broken during its restoration. The collar is to be stationary and it now turns. The column did not move previously, it needs disassembled and repaired.
20. Headliner: The new headliner, rear view mirror, sun visors, and dome light wiring harness will need to removed from vehicle when it is repaired. Additionally, the new headliner will need replaced when it is installed. I paid \$150.00 to have the items installed in the vehicle plus the cost of the new headliner will be \$87.50 plus shipping.

21. Missing Parts: Gm or original equipment parts supplied to Yoder that were not installed on the car and were not returned to me. Refer to the enclosed list and replacement cost. The total replacement cost is \$154.20.

- a. Original authentic 1967 Chevelle jack hook, embossed with the words "1967 Chevelle" (\$50.00)
- b. Original authentic "Delco Remy" voltage regulator cap (30.00)
- c. Rear Antenna Radio Coax galvanized steel floor pan cover (\$50.00)
- d. Two new GM "NOS" Door jam switches (\$12.20)
- e. Two new quarter panel extension seals (\$7.00)
- f. Exhaust manifold stud w/nut (\$3.00)
- g. Power steering bushing for above stud (\$2.00)

22. Damaged Parts: A new GM "NOS" rear panel SS396 emblem was given to Yoder for restoration. It was used by Yoder to drill holes in tail section for same. When I received the emblem back it had a mounting bolt broken off. (Replacement cost \$50.00)

23. Front Bumper Extension: The grill to front bumper extension was restored by

22. Damaged Parts: A new GM "NOS" rear panel SS396 emblem was given to Yoder for restoration. It was used by Yoder to drill holes in tail section for same. When I received the emblem back it had a mounting bolt broken off. (Replacement cost \$50.00)

23. Front Bumper Extension: The grill to front bumper extension was restored by Yoder. It has two large cracks in the metal and was painted over. The extension needs stripped, cracks welded, and refinished.

04/03/2003 at 03:45 PM
30195

Job Number: 642

DIXON AUTO BODY

License #:144249 Federal ID #:251348443
DID YOU HELP SOMEONE TODAY
527 SOUTH CENTER ST
PHILIPSBURG, PA 16866
(814)342-0162 Fax: (814)342-3036

PRELIMINARY ESTIMATE

Written by: CHALMER DIXON #3000352
Adjuster:

Insured: MAYNARD GRAY	Claim #
Owner: MAYNARD GRAY	Policy #
Address: PHILIPSBURG, PA 16866	Deductible:
Day:	Date of Loss:
Evening:	Type of Loss:
	Point of Impact: 12. Front

Inspect
Location:

Insurance
Company: Days to Repair

1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

VIN: 138177B116026	Lic:	PA Prod Date:	Odometer:
Clear Coat Paint	Metallic Paint	Custom Paint	
4 Speed Transmission			

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1#	R&I	ALL INT PARTS				12.0
2#	R&I	BODY FROM FRAME				6.0
3#		DIP VEHICLE IN ACID	1	6000.00		
4#		TRANSPORPT VEHICLE TO OHIO	1	500.00		
5#	Repl	TRUNK FLOOR PANELS	1	400.00	10.0	
6#	Repl	RIGHT QTR. PANEL	1	490.00	12.5	
7#	Rpr	LEFT QTR. PANEL				9.0

04/03/2003 at 03:45 PM
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Job Number: 642

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
8#	Rpr	R&L DOORS			8.0		
9#	Rpr	FLOOR PAN INSIDE BODY			12.0		
10#	Repl	PANEL UNDER WINDSHIELD	1		8.0		
11#	Rpr	COMPLETE VEHICLE AND REF.			90.0		
12#		PAINT AND MATERIALS	1	2500.00			
13#	Repl	REPLACE HEADLINER	1	175.00	6.0		
14#	Repl	DASH AND REF. INC.	1		4.0		
15#	Rpr	R.L FENDERS			4.0		
16#		FIRE WALL AND REF.	1		4.0		
17#	Rpr	DSASSEMBLE FRAME AND REF			20.0	8.0	
18#	Rpr	steering column			5.0		
19#	Rpr	CENTER LOCK SUPT. REAR			3.5		
20#	Rpr	FRONT BUMPER EXT.			3.0		
21#	Rpr	HEATER CORE COVER			2.5		
22#	Rpr	REPLACE FACTORY PAINT MARKINGS			2.0		
23#	Rpr	AIR CLEANER RECHROMED			5.0		
24#	R&I	TRANSMISSION AND RECHECK			4.0		

Subtotals ==> 10065.00 230.5 8.0

Parts 10065.00

Body Labor 230.5 hrs @ \$ 40.00/hr 9220.00

Paint Labor 8.0 hrs @ \$ 40.00/hr 320.00

Paint Supplies 8.0 hrs @ \$ 20.00/hr 160.00

SUBTOTAL \$19765.00

Sales Tax \$19765.00 @ 6.0000% 1185.90

GRAND TOTAL \$20950.90

ADJUSTMENTS:

Deductible 0.00

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

CUSTOMER PAY	\$ 0.00
INSURANCE PAY	\$20950.90

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED: D=DISCONTINUED PART A=APPROXIMATE PRICE B=BODY LABOR D=DIAGNOSTIC E=ELECTRICAL F=FRAME G=GLASS M=MECHANICAL P=PAINT LABOR S=STRUCTURAL T=TAXED MISCELLANEOUS X=NON TAXED MISCELLANEOUS ADJ=ADJACENT ALGN=ALIGN A/M=AFTERMARKET BLND=BLEND CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION D&R=DISCONNECT AND RECONNECT EST=ESTIMATE EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY INCL=INCLUDED MISC=MISCELLANEOUS NON-ADJ=NON ADJACENT O/H=OVERHAUL OP=OPERATION NO=LINE NUMBER QTY=QUANTITY QUAL RECY=QUALITY RECYCLED PART QUAL REPL=QUALITY REPLACEMENT PART RECOND=RECONDITION REFN=REFINISH REPL=REPLACE R&I=REMOVE AND INSTALL R&R=REMOVE AND REPLACE RPR=REPAIR RT=RIGHT SECT=SECTION SUBL=SUBLET LT=LEFT W/O=WITHOUT W/_=WITH/_ #=MANUAL LINE ENTRY *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED]. **=DATABASE LINE WITH AFTERMARKET N=NOTES ATTACHED TO LINE NAGS=NATIONAL AUTO GLASS SPECIFICATIONS.

THE ATTACHED ESTIMATE REPRESENTS AN APPRAISAL OF THE COST OF REPAIR FOR THE VISIBLE DAMAGE TO THE VEHICLE NOTED AT THE TIME OF INSPECTION NECESSARY TO RETURN THE VEHICLE TO ITS PREDAMAGED CONDITION. COSTS ABOVE THE APPRAISED AMOUNT MAY BE THE RESPONSIBILITY OF THE VEHICLE OWNER. THERE IS NO REQUIREMENT THAT THE VEHICLE OWNER USE ANY SPECIFIED REPAIR SHOP. INFORMATION REGARDING REPAIR FACILITIES WHICH WILL BE ABLE TO REPAIR THE VEHICLE FOR THE APPRAISED AMOUNT MAY BE AVAILABLE FROM THE INSURANCE COMPANY. IF USED PARTS ARE SPECIFIED, THEY ARE REQUIRED TO BE OF LIKE KIND AND QUALITY TO THOSE BEING REPLACED. INCIDENTAL CHARGES SUCH AS TOWING, PROTECTIVE CARE, CUSTODY, STORAGE, DEPRECIATION, BATTERY AND TIRE REPLACEMENT ARE NOTED WHEN APPLICABLE.

04/03/2003 at 03:45 PM
30195

Job Number: 642

PRELIMINARY ESTIMATE

1967 CHEV CHEVELLE 396 2DR. HDTP 396 2D BLUE Int:

Pathways - A product of CCC Information Services Inc.

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *
*
*
* 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

AUG 18 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

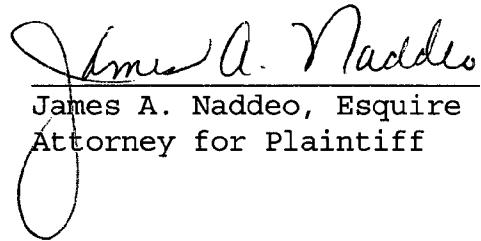
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Amended Complaint filed in the above-captioned action was served on the following person and in the following manner on the 13th day of August, 2003:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280


James A. Naddeo, Esquire
Attorney for Plaintiff

CLERKFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211½ EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED NO. 10:40-04
AUG 18 2003
cc
FBI
William A. Shaw
Prothonotary/Clerk of Courts

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

MAYNARD H. GRAY,
an individual

-vs-

No. 03 - 562 - CD

DOUGLAS G. YODER, t/d/b/a
YODER'S CLASSIC RESTORATIONS

OPINION AND ORDER

Defendant above-named has filed Preliminary Objections to Plaintiff's Complaint primarily raising the issue of whether Clearfield County is a proper venue for this proceeding. From the record it is clear that the Defendant who contracted with the Plaintiff to do some restoration work on his car, is a resident of York County wherein he has his place of business and where the alleged restoration work was performed. Defendant therefore claims York County as the proper venue for further proceedings. Plaintiff alleges that the contract resulted from a telephone call between Plaintiff in Clearfield County and Defendant in York County and that Plaintiff's acceptance of the contract occurred during the course of said telephone call.

Rule 1006 of the Pennsylvania Rules of Civil Procedure provides that "an action against an individual may be brought in and only in a county in which the individual may be served or in which the cause of action arose or where a transaction or occurrence took place out of which the cause of action arose." Pa. R.C.P. 1006(a).

A plaintiff's choice of forum is given great weight and the defendant has the burden in raising a challenge to said venue. Masel v. Glassman, 456 Pa. Super. 41, 689 A.2d 314, 316 (1997).

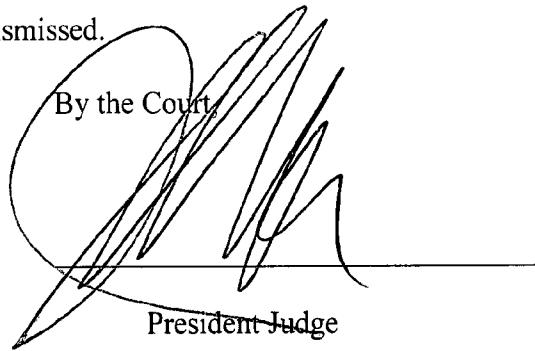
In light of this, this Court is satisfied that Defendant has not carried his burden and accepts, for purpose of this issue, Plaintiff's testimony that the contract was accepted by him in Clearfield County and therefore will deny Defendant's Preliminary Objection in this regard.

Defendant's two remaining Preliminary Objections demur to Count II of Plaintiff's Complaint and in the alternative requests a more specific pleading to Count IV thereof. Since the filing of said Objections, Plaintiff has filed an Amended Complaint, which in this Court's opinion cures the allegation of these final two Objections and therefore they will not be addressed.

WHEREFORE, the Court enters the following:

ORDER

NOW, this 21st day of October, 2003, following argument and briefs into Defendant's Preliminary Objections seeking a change of venue, it is the ORDER of this Court that said Objections be and are hereby dismissed.



A handwritten signature consisting of a large circle on the left containing the text "By the Court", followed by several diagonal, sweeping strokes to the right. Below the signature, the text "President Judge" is written.

FILED

OCT 21 2003

William A. Shaw
Prothonotary

FILED

O 3:06 PM

OCT 21 2003

cc atty Courtney
cc atty Maddeo
cc atty Duhewell

E
KCH

William A. Shaw
Prothonotary

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

MAYNARD H. GRAY,
an individual,

Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,

Defendant.

*

*

*

*

*

NO. 03 - 562 - CD

*

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*

*

*

*

*

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

OCT 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

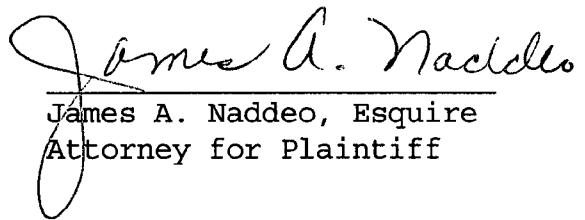
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * NO. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

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 person and in the following manner on the 30th day of October, 2003:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280



James A. Naddeo, Esquire
Attorney for Plaintiff

CLERAFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211½ EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin

cc
Any addressee
FILED
Oct 30 2003
William A. Shaw
Prothonotary/Clerk of Courts

FILED

NOV 10 2003

**Godfrey & Courtney, P.C.
BY: Steven C. Courtney, Esquire
Attorney I.D. No. 74669
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900**

Attorney for Defendant

William A. Shaw
Prothonotary/Clerk of Courts

MAYNARD H. GRAY,	:	IN THE COURT OF COMMON
	:	PLEAS, CLEARFIELD COUNTY,
vs.	:	PENNSYLVANIA
	:	
DOUGLAS G. YODER, t/d/b/a YODER'S	:	NO. 03-562-CD
CLASSIC RESTORATION,	:	
Defendant	:	CIVIL ACTION -LAW
	:	

NOTICE TO PLEAD

To: Maynard H. Gray
C/o James A. Naddeo, Esquire
211 ½ E. Locust Street
P.O. Box 16830
Clearfield, PA 16830

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

Respectfully submitted,

GODFREY & COURTNEY, P.C.

By: _____
Steven C. Courtney, Esquire
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900
I.D. # 74669
Attorney for Plaintiff

Dated: 11/10/07

Godfrey & Courtney, P.C.
BY: Steven C. Courtney, Esquire
Attorney I.D. No. 74669
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900

Attorney for Defendant

MAYNARD H. GRAY, Plaintiff : **IN THE COURT OF COMMON
vs. : PLEAS, CLEARFIELD COUNTY,
DOUGLAS G. YODER, t/d/b/a YODER'S : PENNSYLVANIA**
CLASSIC RESTORATION, Defendant : **NO. 03-562-CD**
Defendant : **CIVIL ACTION -LAW**
:

DEFENDANT'S ANSWER TO PLAINTIFF'S AMENDED COMPLAINT WITH NEW

MATTER.

AND NOW COMES, Defendant, Douglas G. Yoder t/d/b/a Yoder's Classic Restoration, by and through his counsel, Steven C. Courtney, Esquire, and files the within Answer with New Matter and avers as follows:

FIRST COUNT

1. Admitted.
2. Admitted.
3. Denied. While Defendant has been in the business of restoring vehicles for approximately fifteen (15) years, Defendant never held himself out to the Plaintiff as an expert in the restoration of vintage Chevelles.
4. Admitted in part and denied in part. While it is admitted that Defendant contacted Plaintiff relative to some GM part that he had for sale on the Internet, it is denied that said telephone conversation took place in the summer months of 2001. To the contrary, said discussion relative to the sale of the GM parts took place in January of 2001.

5. Admitted.

6. Admitted in part and denied in part. Defendant admits that he was an occasional "judge" for the American Chevelle Enthusiasts Society. However, all participants at CHEVELL-abration events received a voting ballot whereby all members had the option of being a car show judge. Defendant denies that he represented himself to Plaintiff as an expert in the restoration of Chevelles.

7. Admitted in part and denied in part. While it is admitted that Plaintiff made a visit to Defendant's place of business after his repeated telephone calls and e-mails with the Defendant, it is denied that said visit took place during the fall of 2001. To the contrary, Plaintiff made his first visit to Defendant's place of business on or about the spring of 2001. Plaintiff made several subsequent visits to Defendant's place of business after the aforesaid date.

8. Admitted with clarification. It is admitted that during Plaintiff's repeated visits to Defendant's place of business discussions took place relative to the restoration of Plaintiff's 1967 Chevelle SS. By way of further answer, said discussions between the parties were commenced prior to Plaintiff's arrival at Defendant's place of business.

9. Denied. Defendant denies that the parties failed to reach an agreement regarding the restoration work to be performed on Plaintiff's vehicle. During Plaintiff's visits to Defendant's place of business, Plaintiff had several opportunities to inspect Defendant's work product. Plaintiff was impressed with the quality of Defendant's work product and requested that Defendant perform the restorative work on his 1967 Chevelle SS. Defendant informed

Plaintiff that he would be added to the wait list and that he would give Plaintiff a telephone call if he had an earlier opening to commence the restorative work on the Chevelle.

Defendant adamantly denies that he told Plaintiff that the “blind” estimate for the restoration of the 1967 Chevelle SS would be \$10,000.00. To the contrary, Defendant told Plaintiff that his hourly rate was \$34.00 and the work would be billed at that rate plus parts and materials. A specific quote as to the job price was never given to Plaintiff. Lastly, Defendant could not have given a “blind” estimate because he had never personally inspected the vehicle.

Additionally, Plaintiff made a visit to Defendant’s place of business during the second week of May whereby he inspected Defendant’s restored 1966 Chevelle. Defendant stated that he had spent over 1500 hours in restoring the car plus parts and materials. Plaintiff told Defendant that he did not want the car to be restored to “show” car quality. Plaintiff told Defendant that he wanted the car to be restored to “driver” quality because of the expense that would be involved in the restoration.

10. Admitted in part and denied in part. While Defendant admits that he contacted Plaintiff to inform him that he had an earlier opening for the commencement of the restoration work, it is denied that said conversation took place in January of 2002. Plaintiff dropped off the 1967 Chevelle SS at Defendant’s place of business on or about the first week of January of 2002. Any implication or inference that the parties had not previously entered into a binding contract is denied.

11. Admitted in part and denied in part. While Defendant admits that he received a telephone call from Plaintiff, Defendant denies that Plaintiff accepted his offer to have the work performed. To the contrary, the parties had already entered into an agreement to have the work

performed by Defendant at the rate of \$34.00 per hour plus parts and materials. Said contact was entered into during a meeting held at Defendant's place of business. Plaintiff merely contacted Defendant to inform him that he would be dropping off the vehicle so the restorative work could commence. Any implication or inference that the parties had not previously entered into a binding contract is denied.

12. Denied. Plaintiff never represented to Defendant that he was looking for "show" car restoration work. To the contrary, Plaintiff advised Defendant that he wanted only "driver" quality restoration work to be performed on the 1967 Chevelle SS. Furthermore, Defendant would never had patched the quarter panel doors, used the existing old wiring harness, reinstalled the rusty gauges back in the dash and used other old parts if the car was to be restored to "show" car quality.

13. Denied. Defendant received delivery of Plaintiff's 1967 Chevelle SS during the first week of January 2002.

14. Denied. Defendant denies that he ever told Plaintiff that the cost of the restoration work would be approximately \$10,000.00. To the contrary, Defendant told Plaintiff that his hourly rate was \$34.00 and the work would be billed at that rate plus parts and materials. As to the remaining averments contained in Paragraph 14, Defendant is without sufficient information or knowledge to form a belief as to the matters averred and the same are therefore denied.

15. Denied. Defendant told Plaintiff that his hourly rate was \$34.00 and the work would be billed at that rate plus parts and materials. Furthermore, a specific quote as to the job price was never given to Plaintiff. Due to the nature of Defendant's business, Defendant does

not give estimates because it is impossible to speculate as to the extent of the restoration work that must be performed and each restoration job is unique.

16. Admitted. By way of further answer, Defendant informed Plaintiff of his hourly rate during their several prior discussions regarding the restoration of the 1967 Chevelle SS.

17. Admitted with clarification. Plaintiff had already agreed to the terms of the contact regarding payment whereby he would pay Defendant the hourly rate of \$34.00 plus parts and materials prior to his remittance of his first payment.

18. Admitted. Defendant admits that he provided monthly invoices and/or statements as to the nature and extent of the work which was performed on Plaintiff's 1967 Chevelle SS. By way of further answer, Plaintiff never objected to any of these statements nor objected to the nature of the work which was being performed by Defendant.

19. Admitted with clarification. Defendant admits that the price charged for the labor was \$29,410.00 and the sum of \$13,284.68 was charged for the parts and materials. By way of further answer, Defendant was contacted by Plaintiff in May of 2002 to stop the restoration of the Chevelle parts and was directed to get the car painted. Plaintiff told Defendant that he would do the part's restoration. Plaintiff contacted Defendant in June of 2002 to do the dash work and install the steering column.

20. Denied. Defendant denies that the only work performed on the 1967 Chevelle SS was shell work. To the contrary, Defendant performed extensive work on the vehicle. A true and correct copy of the partial work performed and/or parts/materials installed on the vehicle is attached hereto as Exhibit "A". By way of further answer, Plaintiff never objected to

any of these statements nor objected to the nature of the work which was being performed by Defendant. Lastly, Plaintiff picked up the 1967 Chevelle on July 26, 2002.

21. Denied. Defendant denies that the charges for the services provided and/or materials used in the restoration work are unreasonable, excessive and wholly inconsistent with the work performed by Defendant.

22. Denied. Defendant denies that the sum of \$24,558.40 represents the value of the reasonable costs of restoring Plaintiff's vehicle to the state that it was in when Plaintiff recovered it from Defendant. Said estimate is neither representational nor accurate of the work and time that was actually spent by Defendant in restoring the vehicle. Furthermore, there is no way to determine the accuracy of the alleged hours of time that would be required to perform the job since the work was never completed by Dixon Auto Body.

23. Denied. Defendant denies that he over charged Plaintiff by the sum of \$18,136.00. By way of further answer, the work that was performed by Defendant was the work that was agreed to by the parties. Plaintiff made numerous trips to Defendant's place of business to inspect the work that was being performed by Defendant. Plaintiff never objected to the completed work nor the prices charged for the work and materials.

WHEREFORE, Defendant, Douglas G. Yoder t/d/b/a Yoder's Classic Restoration, avers that he is not liable to the Plaintiff in any amount whatsoever and prays that the Amended Complaint be dismissed and that it be awarded costs of defense, including attorney fees, and such other and further relief as may be just and appropriate.

SECOND COUNT

24. This is an incorporation paragraph to which no response is necessary. To the

extent that a response to required, the same is denied.

25. Denied. Paragraph 25 is denied as a conclusion of law to which no responsive pleading is required. To the extent that a further response may still be required, this paragraph is denied pursuant to Pa.R.C.P. 1029(e). Strict proof thereof is demanded at the time of trial. By way of further answer, Defendant denies that the work performed by Defendant was defective.

26. Denied. Defendant was hired by Plaintiff to perform “driver” quality restoration work on the 1967 Chevelle SS. Defendant was never hired to perform “show” car restoration work.

27. Denied. Defendant denies that the sum of \$20,950.00 as appears from the estimate attached as Exhibit “C” to Plaintiff’s Amended Complaint is the reasonable cost of performing the corrective work to render Plaintiff’s car to “show” car quality. By way of further answer, Defendant was never hired to perform “show car” restoration work.

WHEREFORE, Defendant, Douglas G. Yoder t/d/b/a Yoder’s Classic Restoration, avers that he is not liable to the Plaintiff in any amount whatsoever and prays that the Amended Complaint be dismissed and that it be awarded costs of defense, including attorney fees, and such other and further relief as may be just and appropriate.

THIRD COUNT

28. This is an incorporation paragraph to which no response is necessary. To the extent that a response to required, the same is denied.

29. Denied. Plaintiff never represented to Defendant that he was looking only for "show" car restoration work. To the contrary, Plaintiff advised Defendant that he wanted only "driver" quality restoration work to be performed on the 1967 Chevelle SS.

30. Denied. Plaintiff never represented to Defendant that he was looking only for "show" car restoration work. To the contrary, Plaintiff advised Defendant that he wanted only "driver" quality restoration work to be performed on the 1967 Chevelle SS.

31. Denied. Plaintiff never represented to Defendant that he was looking only for "show" car restoration work. To the contrary, Plaintiff advised Defendant that he wanted only "driver" quality restoration work to be performed on the 1967 Chevelle SS.

32. Denied. Paragraph 32 is denied as a conclusion of law to which no responsive pleading is required. To the extent that a further response may still be required, this paragraph is denied pursuant to Pa.R.C.P. 1029(e). Strict proof thereof is demanded at the time of trial.

33. Defendant denies that the sum of \$20,950.00 as appears from the estimate attached as Exhibit "C" to Plaintiff's Amended Complaint is the reasonable cost of performing the corrective work to render Plaintiff's car to "show" car quality. By way of further answer, Defendant was never hired to perform "show car" restoration work.

WHEREFORE, Defendant, Douglas G. Yoder t/d/b/a Yoder's Classic Restoration, avers that he is not liable to the Plaintiff in any amount whatsoever and prays that the Amended Complaint be dismissed and that it be awarded costs of defense, including attorney fees, and such other and further relief as may be just and appropriate.

FOURTH COUNT

34. This is an incorporation paragraph to which no response is necessary. To the

extent that a response is required, the same is denied.

35. Denied. Paragraph 35 is denied as a conclusion of law to which no responsive pleading is required. To the extent that a further response may still be required, this paragraph is denied pursuant to Pa.R.C.P. 1029(e). Strict proof thereof is demanded at the time of trial.

36. Denied. Paragraph 36 is denied as a conclusion of law to which no responsive pleading is required. To the extent that a further response may still be required, this paragraph is denied pursuant to Pa.R.C.P. 1029(e). Strict proof thereof is demanded at the time of trial.

37. Defendant denies that the sum of \$20,950.00 as appears from the estimate attached as Exhibit "C" to Plaintiff's Amended Complaint is the reasonable cost of performing the corrective work to render Plaintiff's car to "show" car quality. By way of further answer, Defendant was never hired to perform "show car" restoration work.

WHEREFORE, Defendant, Douglas G. Yoder t/d/b/a Yoder's Classic Restoration, avers that he is not liable to the Plaintiff in any amount whatsoever and prays that the Amended Complaint be dismissed and that it be awarded costs of defense, including attorney fees, and such other and further relief as may be just and appropriate.

NEW MATTER

By way of further answer and defense, Defendant avers the following New Matter in accordance with Pennsylvania Rule of Civil Procedure 1030:

38. Paragraphs 1 through 37 of Defendant's Reply are incorporated herein by reference as if set forth more fully at length.

39. Plaintiff entered into a contract with Defendant for the restoration of a 1967 Chevelle SS.

40. Plaintiff agreed to pay Defendant his hourly rate of \$34.00 plus parts and materials for the restoration work which was to be performed on the 1967 Chevelle SS.

41. Plaintiff hired Defendant to restore his 1967 Chevelle SS to "driver" quality.

42. Plaintiff made periodic visits to Defendant's place of business as well as communicated with Defendant via telephone and e-mails relative to the status of the restorative work on the 1967 Chevelle SS.

42. Defendant provided to Plaintiff monthly detailed invoices relative to the work that was performed on the 1967 Chevelle SS.

43. At all times relevant hereto, Plaintiff never objected to any of the invoices nor did he ever complain about the nature or quality of the restorative work which was being performed on the 1967 Chevelle SS.

44. Defendant first learned of Plaintiff's dissatisfaction with the restorative work when he was served with the instant Complaint.

45. Plaintiff never contacted Defendant relative to his dissatisfaction with the restorative work performed on the 1967 Chevelle SS.

46. Plaintiff's cause of action is barred by the applicable statute of limitations.

47. Some or all of Plaintiff's claims are barred or limited by the Economic Loss Doctrine.

48. Defendant hereby asserts and evokes each and every defense and/or exclusion and/or limitation available to it under the Contract of the parties at issue herein.

49. Plaintiff did not incur the losses complained of in his Claim.

50. Plaintiff 's claims and/or causes of actions are barred by the applicable doctrine of waiver and/or collateral estoppel.

51. Some or all of the damages complained of in Plaintiff s Claim are not recoverable under applicable law.

52. Plaintiff 's claims fail to state a claim upon which relief can be granted.

53. Plaintiff 's claims are barred by the doctrine of Accord and Satisfaction.

54. Plaintiff 's claims are barred by Statute of Fraud.

55. Plaintiff has failed to mitigate his damages.

WHEREFORE, Defendant, Douglas G. Yoder t/d/b/a Yoder's Classic Restoration, avers that he is not liable to the Plaintiff in any amount whatsoever and prays that the Amended Complaint be dismissed and that it be awarded costs of defense, including attorney fees, and such other and further relief as may be just and appropriate.

Respectfully submitted,

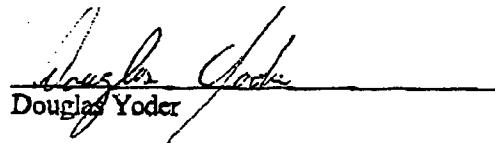
GODFREY & COURTNEY, P.C.

By: _____
Steven C. Courtney, Esquire
P.O. Box 6280
Harrisburg, PA 17112
(717) 540-3900
I.D. # 74669
Attorney for Plaintiff

Dated: 10/7/01

VERIFICATION

I, Douglas Yoder, hereby certify that the facts set forth in the foregoing Reply of Plaintiff are based upon information which I have furnished to counsel, as well as upon information which has been gathered by counsel and/or others acting on my behalf in this matter. The language of the Reply is that of counsel and not my own. I have read the Reply and to the extent that it is based upon information which I have given to counsel, it is true and correct to the best of my knowledge, information, and belief. To the extent that the content of the Reply is that of counsel, I have relied upon such counsel in making this Verification. I hereby acknowledge that the facts set forth in the aforesaid Reply are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.



Douglas Yoder
Douglas Yoder

Date: 11-6-03

rcb

CPT

1967 CHEVELLE SS

DISASSEMBLED FRONT CHASSIS
REMOVED WINDSHIELD MOLDINGS, TRUNK WEATHERSTRIP, TAILLIGHTS, REAR WIRING, AND REMOVED THE DASH AND ALL WIRING
REMOVED SEATS, CARPET, GLODND DEADNER, AND WINDSHIELD
PULLED REAR WINDOW, HEADLIGHT MOLDINGS, E. BRAKES, VENTS, AND
WEATHERSTRIPPING
REMOVED ALL SIDE GLASS
STRIPPED PAINT FROM RH QUARTER PANEL
CUT OUT RUST IN RH QUARTER AND TRUNK FENDER
WELDED IN NEW PANELS AND SMOOTHED OUT
EMB RUST OUT OF RH DOOR JAMB AND REPAIRED
CUT RUST OUT OF RH CHASSIS PANS AND WELDED NEW METAL IN
WELDED HOLES IN FLOOR FOR OXYFUMAFLY LOOPS
COATED SURFACE RUST IN PANS WITH RUST CONVERTER
CUT OUT TRUNK FLOOR RH SIDE
WELDED IN RH FLOOR FLLOOR AND RH TRUNK EXTENSION
CLEANED OUT ALL OLD BODY SEALER ON RH SIDE AND RESEALED
INSTALLED RH TRUNK BRACE
REMOVED RH QUARTER, WHEELWELL, AND RH SIDE OF TRUNK WITH ACID
ETCHING PRIMER
SPRAYED SAME WITH BUILD-UP PRIMER
REMOVED AND STRIPPED RH QUARTER
CUT 20% OF THE LH QUARTER OUT
CUT REMAINDER OF THE LH TRUNK FLOOR OUT
CUT REAR BODY MOUNTS OUT TO REMOVE BOLTS
WELDED MOUNT SHIMS
CUT OUT LH OUTER WHEELWELL
CUT PAINTED AREAS OF LH INNER WHEELWELL MADE PATCHES AND
REPAIRED
INSTALLED THE REMAINDER OF THE TRUNK FLOOR AND LH BRACE
SMOOTHED ALL METAL IN THE TRUNK FLOOR
SPRAYED WITH ACID ETCHING AND BUILD-UP PRIMER
REMOVED REMAINDER OF LH QUARTER PANEL
WELDED IN THE LH OUTER WHEELWELL
REMOVED LH TRUNK FLOOR
REMOVED REAR WHEELS TO TRUNK PAN
FITTED QUARTER PAN, AND TRUNK PAN
FABRICATED PARTS AND REBUILT LH ROOF PILLAR AND PAINT CUTTER

March
copy

REMOVED TAIL PANEL
WELDED PEEP HOLE IN THE PANELS AND CLEANED UP WELDS
INSTALLED TAIL PANEL
TEST FITTED TRUNKLID AND QUARTER EXTENSIONS
WOT THEM AND AC DIA IN
CUT FLOOR SECTIONS OUT
FABRICATED FLOOR SECTIONS AND WELDED IN
REMOVED KNOTTED HUMP
CUT CUT TOP OF BODY MOUNTS REMOVED OLD RUSTED OFF BOLTS AND
INSTALLED NEW BOLTS
REMOVED OLD SEAM SEALER
REMOVED HEADLINE
SANDBLASTED BODY
STRIPPED DOOR AND ROCKERS
WELDED TAIL PANEL BRACES IN
CUT RUSTED DASH SECTION AND DOWL RETAINING BRACE AND
REPLACED
SPRAYED PRIMER AND STRATIFIED BODY TO WGD GRIT
INSTALLED NEW TRIM PTNS AROUND REAR WINDOW
INSTALLED NEW TRIM PTNS AROUND WINDSHIELD
DRILLED TRIM HOLES IN TAIL PANEL
DRILLED SUPER SPORT EMBLEMS INTO LH QUARTER
PULLED THE STOCK OUT THE FRAME
REMOVED THE UNDERCOATING FROM FLOOR PANS
CLEANED UP WELDS
PRIMED AND FILLED FLOOR CANIS
SANDED FLOORS
SEALED ALL SEAMS
PAINTED FLOORS
DISMANTLED VENT ASSEMBLIES
GOT REAR READY TO PAINT
DROPPED BODY FROM THE ROTISSEUR
REPAIRED REAR BODY MOUNTS
LIFTED BODY BACK UP
DISMANTLED DOORS
PLASTIC AND STRIPPED HOOD
REPAIRED AND STRIPPED TRUNKLID
PAINTED FIREWALL
SANDBLASTED DOOR EDGES
REPAIRED RUST HOLES IN THE TRUNKLID
PRIMED AND PULLED DENTS
PRIMED INSIDE OF THE HOOD

1
copy

7 CHEVELLE SS

BLOCKED HOOD AND TRUNK LID
FILLED AND BLOCKED HOOD AND TRUNK LID
RESPRAYED HOOD AND TRUNK LID
Sanded the bottom of hood
REMOVED REAR FROM OLD FRAME
SANDBLASTED THE REAR, FRONT SPLASH PAN, DRIVE SHAFT
SANDBLASTED RAD. SUPPORT, AND DOOR EDGES
DRY STRIPPED DOORS
DRATINED REAR, AND SANDBLASTED REAR COVER
REPLACED REAR COVER AND REFILED WITH OIL
WELDED EXTRA SHOCK HOLES SHUT
PAINTED REAR
INSTALLED REAR IN FRAME
BLASTED AND WELDED REAR SUPPORTS
BOXED AND DRILLED REAR CONTROL ARMS AND INSTALLED
INSTALLED BRAKE LINES
REBUILT REAR BRAKES
INSTALLED ENGINE, FLYWHEEL, CLUTCH, AND TRANS
INSTALLED NEW U-JOINTS, PAINTED AND ADDED DETAIL MARKINGS
DISASSEMBLED REAR BUMPER AND DRILLED FOR BUMPER GUARDS
PACKED AND SHIPPED BUMPERS FOR RECHROMING
INSTALLED EXHAUST MANIFOLDS
INSTALLED DRIVESHAFT
INSTALLED EXHAUST SYSTEM
REPAIRED FRONT SWAYBAR
INSTALLED TRANS LINKAGE
INSTALLED CLUTCH LINKAGE AND OIL FILTER
SET BODY ON FRAME
GROUNDED OUT BODY MOUNT HOLES IN FRAME TO LINE UP
BOLTED BODY TO FRAME

May
Copy

67 CHEVELLE SS

REMOVED UNDERCOATING FROM LH INNER FENDER
REPAIRED DOORS, INNER FENDER, AND RADIATOR SUPPORT
ACID ETCHED AND PRIMED ALL DOORS
FILLED AND BLOCKED DOORS, COOL PANEL, AND FRONT SPLASH PAN
REPRIMED AND BLOCKED TO 220 GRIT
REPRIMED AND BLOCKED TO 400 GRIT
REPRIMED AND BLOCKED TO 500 GRIT
SPRAYED COOL DRY-INT
CLEANED DOWN FRONT FENDERS AND ACID ETCHED AND PRIMED
FILLED AND BLOCKED FRONT FENDERS
REPRIMED AND BLOCKED TO 220 GRIT
REPRIMED AND BLOCKED TO 400 GRIT
INSTALLED CORE SUPPORT TO FRAME
ACID ETCHED AND PRIMED TAIL LIGHT EXTENSIONS
BLOCKED AND RESPRAYED
GLASS BEADED HOOD HINGES AND SPRAYED, INSTALLED NEW SPRINGS
ASSEMBLED DOORS AND ALIGNED
INSTALLED TAIL LIGHT EXTENSIONS
FITTED HOOD AND TRUNKLID
INSTALLED FENDER, HOOD, TRUNKLID, AND TAIL LIGHT
EXTENSIONS
BLOCKED ENTIRE BODY TO 500 GRIT
BLOCKED TOP OF HOOD AND TRUNKLID TO 500 GRIT

Done
Copy

1967 CHEVY IIIC 3/4

BLOCKED UNDERSIDE OF HOOD
PAINTED UNDERSIDE OF TRUNKLID
PAINTED UNDERSIDE OF HOOD
MASK BODY
PAINTED TOP OF DASH
MASK OFF INTERIOR
MASK OFF UNDERSIDE OF HOOD
MASK OFF UNDERSIDE OF TRUNKLID
MASK OFF TOP OF DASH
MASK OFF INTERIOR AND PAINTED LIGHT BLUE PARTS
MASK OFF INTERIOR COMPLETELY
CLEANED BODY AND PREPARED FOR PAINT
SEALED BODY
COLORED BODY
CLEARED BODY
WET SANDING BODY
RECLEARED BODY
MOVED BODY FROM SPRAY BOOTH
PREPARED HOOD, TRUNKLID, FENDERs, TAIL EXT., COWLING, AND
SPLASH PAN
SEALED ALL OF THE ABOVE
COLORED
CLEARED
WET SANDING
RECLEARED
DISMANTLED DASH HOUSING
STRIPPED HOUSING AND PAINTED
REPAIRED AND CLEANED DASH WIRING HARNESS
DISMANTLED FRONT AND REAR SEATS
BLOCKED BODY 800-1000-1200 GRIT
BUFFED BODY WITH DIAMOND CUT
PUNCHED BODY WITH HEAVY NUT

July 99

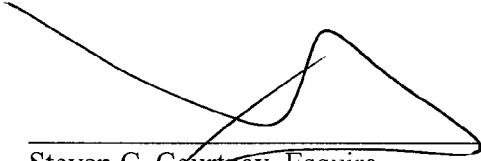
A. TIGERLINE 85

BUFFED BODY HEAVY COMPOUND
BUFFED BODY WITH HOOD AND COWL ISH
BLOCKED HOOD AND TRUNK TO 3-GRITS
BUFFED HOOD AND COWL TO ALL 3-COMPOUND
BLOCKED FRONT FENDERS 3-GRITS
BUFFED FRONT FENDERS 2-COMPOUNDS
DISMANTLED GAUGES CLEANED AND REASSEMBLED
CHECKED RADIO
PREPARED REAR PANEL AND SPRAYED BLACK
BANDED AND BUFFED TAILLIGHT EXTENSIONS AND COOL PANEL
MASKED AND RESILVERED TAILLIGHT EXTENSIONS
ASSEMBLED TAILLIGHTS
SPRAYED SPLATTER PAINT IN TRUNK
DISMANTLED HEATER BOX
CLEARED SPLATTER IN TRUNK
REFURBISHED HEATER BOX
REFURBISHED HEATER CONTROL
INSTALLED FIREWALL INSULATION AND HEATER BOX
REFURBISHED STEERING COLUMN
CLEANED AND BLASTED AND REFURBISHED DOOR LATCHES
INSTALLED NEW DOOR HANDLES AND INSTALLED DOOR LATCHES
INSTALLED RUBBER PLUGS
ASSEMBLED DASH AND WIRING
INSTALLED STEERING COLUMN
INSTALLED OIL LINES
REASSEMBLED SIDE GLASS AND REASSEMBLED WITH NEW GLASS
INSTALLED ALL SIDE GLASS
ASSEMBLED WING WINDOWS AND INSTALLED
FAIRFOAMED NEW BOLTS FOR WINGS
REFURBISHED TRUNK LATCH AND HOOD AND INSTALLED
APPLIED FACTORY MARKINGS TO FIREWALL AND UNDERCARRIAGE
INSTALLED GAS TANK
INSTALLED TRUNK LID
INSTALLED REAR FENDER SUPPORTS

CERTIFICATE OF SERVICE

AND NOW, this 7 day of November, 2003, I, Steven C. Courtney, Esq., of Godfrey & Courtney, P.C., attorney for defendant, hereby certify that I served the foregoing Preliminary Objections this day by depositing the same in the United States mail, postage prepaid, in Harrisburg, Pennsylvania, addressed to:

Maynard H. Gray
C/o James A. Naddeo, Esquire
211 ½ E. Locust Street
P.O. Box 16830
Clearfield, PA 16830



Steven C. Courtney, Esquire

FILED 2cc
M) 11/27/03 Atty Court
NOV 10 2003 C. KED
William A. Shaw

Prothonotary/Clerk of Courts

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

MAYNARD H. GRAY,
an individual,

Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,

Defendant.

* No. 03 - 562 - CD

* Type of Pleading:

* **ANSWER TO NEW MATTER**

* 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

NOV 17 2003

William A. Shaw
Prothonotary

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

ANSWER TO NEW MATTER

NOW COMES the Plaintiff, Maynard H. Gray, and by his attorney, James A. Naddeo, Esquire, sets forth the following:

38. No answer required. To the extent that an answer may be required, Plaintiff incorporates the allegations made in Paragraphs 1 through 37 of his Amended Complaint and incorporates them herein by reference.

39. Admitted.

40. Admitted in so far as it states that Plaintiff agreed to pay Defendant for the parts and materials required to restore Plaintiff's 1967 Chevelle SS. It is denied, however, that Defendant quoted Plaintiff an hourly rate of \$34.00 per hour, and to the contrary it is alleged that Plaintiff was not aware of Defendant's hourly rate until he was billed by Defendant.

41. Denied. On the contrary it is alleged that Defendant was to restore Plaintiff's 1967 Chevelle SS to show quality.

42. Admitted.

43. Denied. On the contrary it is alleged that Plaintiff objected to the length of time the restoration was taking as well as the expense that Plaintiff was incurring. In further answer thereto, it is alleged that Plaintiff complained as to the quality of Defendant's work as soon as he was able to inspect the vehicle personally.

44. Denied. On the contrary it is alleged that Plaintiff expressed his dissatisfaction with the restorative work performed by Defendant on the day that he took delivery of said vehicle. In further answer thereto, it is alleged that Defendant at that time misrepresented to Plaintiff the reason for the dark spots in the paint which he represented to be pigmentation but in fact was dirt.

45. Denied. In further answer thereto, Plaintiff incorporates his answer to Paragraph 44 herein by reference and makes it a part hereof.

46. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

47. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

48. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

49. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

50. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

51. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

52. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

53. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

54. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

55. States a conclusion to which no answer is required. To the extent that an answer may be required, said allegation is generally denied.

Respectfully submitted,

James A. Naddeo

James A. Naddeo, Esquire
Attorney for Plaintiff

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

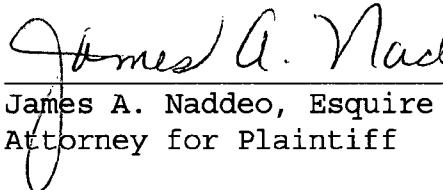
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Answer to New Matter filed in the above-captioned action was served on the following person and in the following manner on the 17th day of November, 2003:

First-Class Mail, Postage Prepaid

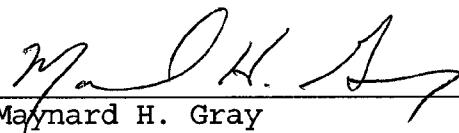
Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280



James A. Naddeo, Esquire
Attorney for Plaintiff

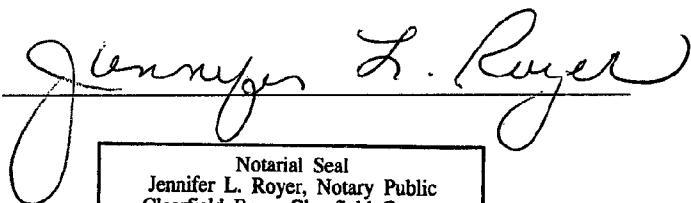
COMMONWEALTH OF PENNSYLVANIA)
ss.
COUNTY OF CLEARFIELD)

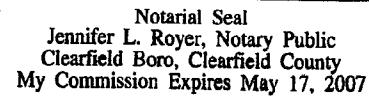
Before me, the undersigned officer, personally appeared MAYNARD H. GRAY, who being duly sworn according to law, deposes and states that the facts set forth in the foregoing Answer to New Matter are true and correct to the best of his knowledge, information and belief.



Maynard H. Gray

SWORN and SUBSCRIBED before me this 14th day of November, 2003.





CLERAFFIELD, PENNSYLVANIA 16830
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
P.O. BOX 552
JAMES A. NADDEO

Lap over margin

FILED

NOV 17 2003

O/10-46 a-m
William A. Shaw
Prothonotary

1 -- to Greg C
Ked

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

MAYNARD H. GRAY,
an individual,

Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,

Defendant.

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

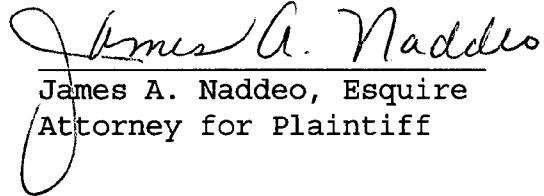
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * NO. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that true and certified copies of Answer to Request for Production of Documents, Plaintiff's Answers to Defendant's First Set of Interrogatories and Plaintiff's Answers to Defendant's Second Set of Interrogatories in the above-captioned action were served on the following person and in the following manner on the 31st day Dec. ³ of January, 2004:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280



James A. Naddeo, Esquire
Attorney for Plaintiff

CLERAFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211 1/2 EAST JOURNAL STREET
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

177-116
013-3984 AC
DEC 31 2003
Ed
William A. Graw
Prothonotary Clerk of Courts

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

MAYNARD H. GRAY,
an individual,
Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,
Defendant.

* No. 03 - 562 - CD

* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

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

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

FILED

DEC 31 2003

William A. Shaw
Prothonotary/Clerk of Courts

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that true and certified copies of Request for Production of Documents Directed to Defendant and Plaintiff's First Set of Interrogatories Directed to Defendant in the above-captioned action were served on the following person and in the following manner on the 31st day of Dec, 2004:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280

James A. Naddeo

James A. Naddeo, Esquire
Attorney for Plaintiff

CLEARFIELD, PENNSYLVANIA 16830
P.O. BOX 552
211 1/2 EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin

177-1073-39-84
DEC 3 2003
WILLIAM S. NADDEO
Prothonotary Clerk of Courts

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

MAYNARD H. GRAY,
an individual,
Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,
Defendant.

* No. 03 - 562 - 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

JAN 05 2009

William A. Shaw
Prothonotary

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

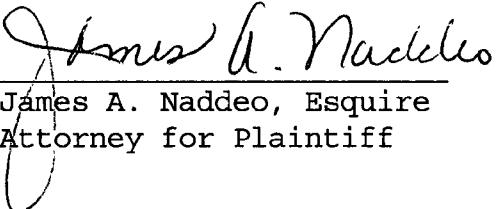
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that true and correct copies of Plaintiff's Second Set of Interrogatories Directed to Defendant and Notice of Taking Deposition in the above-captioned action were served on the following person and in the following manner on the 5th day of January, 2004:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280



James A. Naddeo, Esquire
Attorney for Plaintiff

CLEARFIELD, PENNSYLVANIA 16830
PO. BOX 552
211½ EAST LOCUST STREET
ATTORNEY AT LAW
JAMES A. NADDEO

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FILED

JAN 05 2004

01/30/04 P.M.

William A. Shaw
Prothonotary

No cc G. H.

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *
*
*
* 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

FEB 04 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

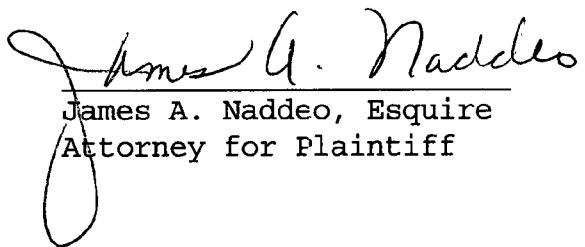
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * NO. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Amended Notice of Taking Deposition in the above-captioned action were served on the following person and in the following manner on the 4th day of February, 2004:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280


James A. Naddeo, Esquire
Attorney for Plaintiff

CLERARFIELD, PENNSYLVANIA 16830
P.O. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

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FILED NO
01 3:35 PM
FEB 04 2004
cc
William A. Shaw
Prothonotary/Clerk of Courts
WAS

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

MAYNARD H. GRAY,
an individual,

Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,

Defendant.

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No. 03 - 562 - CD

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*

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

*

* 207 East Market Street

* P.O. Box 552

* Clearfield, PA 16830

* (814) 765-1601

FILED

MAY 13 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

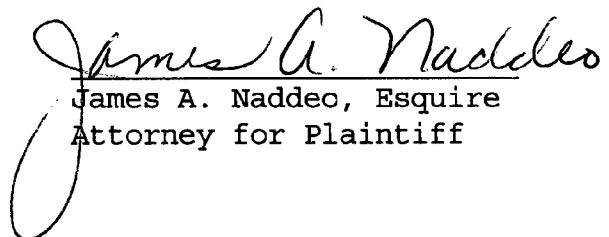
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * NO. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Request for Production of Documents Directed to Plaintiff in the above-captioned action was served on the following person and in the following manner on the 13th day of May, 2004:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280


James A. Naddeo, Esquire
Attorney for Plaintiff

CLIFFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

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FILED
OCT 3 2004
MAY 13 2004
NO CC
CAB
William A. Shaw
Prothonotary/Clerk of Courts

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

MAYNARD H. GRAY,
an individual,
Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,
Defendant.

*
*
*
*
*
* No. 03 - 562 - CD
*

* Type of Pleading:

* **MOTION TO COMPEL
PRODUCTION
OF DOCUMENTS DIRECTED TO
DEFENDANT**
*

* Filed on behalf of:
* Plaintiff
*

* Counsel of Record for
* this party:
*

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

* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED

JUN 23 2004
0101401
William A. Shaw
Prothonotary
1 CENT TO FILE,

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

**MOTION TO COMPEL AGAINST DEFENDANT
FOR FAILURE TO ANSWER PLAINTIFF'S
REQUEST FOR PRODUCTION OF DOCUMENTS**

TO THE HONORABLE JUDGE OF THE COURT:

Plaintiff, by his undersigned counsel, James A. Naddeo, Esquire respectfully requests that the Court enter the attached Order pursuant to Pa. R.C.P. No. 4019(a)(1)(vii) directing Defendant to respond to Plaintiff's Request for the Production of Documents or suffer sanctions, and in support thereof avers as follows:

1. The above-captioned matter was commenced on or about April 15, 2003. As part of the Plaintiff's discovery and in order to properly develop his claim against the Defendant, Plaintiff's Request for the Production of Documents Directed to Defendant was served upon Defendant on or about May 13, 2004. A copy of Plaintiff's Request for the Production of Documents

Directed to Defendant is attached hereto and marked as Exhibit "A".

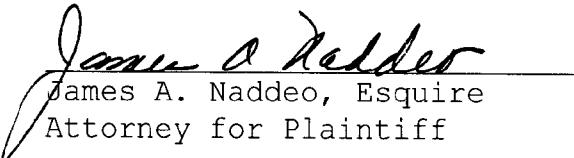
2. Pursuant to Pa.R.C.P. No. 4009(b) (2), Defendant's Response and objections, if any, were due on or before June 14, 2004.

3. No objections to Plaintiff's Request for the Production of Documents were filed by Defendant.

4. The information requested by Plaintiff is necessary to the proper development and presentation of Plaintiff's case.

5. For the foregoing reasons, Plaintiff believes and avers that Defendant will not fully and completely answer Plaintiff's Request for the Production of Documents absent a Court Order pursuant to Pa. R.C.P. No. 4019(a)(1)(vii).

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order directing the Defendant to file a full and complete response to Plaintiff's Request for the Production of Documents within ten (10) days or suffer appropriate sanctions to be imposed upon further application to the Court.


James A. Naddeo, Esquire
Attorney for Plaintiff

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

REQUEST FOR PRODUCTION OF
DOCUMENTS DIRECTED TO THE DEFENDANT

This Request is deemed to be continuing insofar as if any of the requested documents and/or items are secured subsequent to the date herein for the production of same, said documents and/or items are to be provided to Plaintiff's counsel immediately upon receipt of same.

The term "document" for the purposes of this Request shall mean any written, printed or other graphic matter of any kind or nature however produced or reproduced, whether sent or received or neither, including drafts and copies bearing notations or marks not found on the original, and including, but not limited to: all contracts, agreements, representations, warranties, certificates and opinions; and all letters or other form of correspondence or communication; all memoranda, reports,

EXHIBIT "A"

notes, transcripts, tabulations, studies, evaluations, projections, work papers and compilations.

You are hereby requested to produce in accordance with Rule 4009 of the Pennsylvania Rules of Civil Procedure the below listed documents and/or items. These documents can be photocopies and forwarded without any inconvenience or hardship to the parties hereto. The below listed documents and/or items are to be forwarded to the office of James A. Naddeo, Esquire, 207 East Market, P.O. Box 552, Clearfield, Pennsylvania, 16830, within thirty (30) days of the date herein:

1. Federal and State Tax Returns from 1990 to the present.

ANSWER:

2. Sales Tax Returns from 1990 to the present.

ANSWER:

James A. Naddeo, Esquire
Attorney for Plaintiff

CLERARFIELD, PENNSYLVANIA 16830
P.O. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

Lap over margin

FILED

JUN 23 2004

William A. Shaw
Prothonotary

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

03-562-CJ

O R D E R

AND NOW, this 24 day of June, 2004, upon consideration of Plaintiff's Motion to Compel response to Plaintiff's Request for the Production of Documents Directed to Defendant served upon Defendant on May 13, 2004, which Documents have neither been answered nor has Defendant filed objections thereto, it is the ORDER of this Court that Defendant file full and complete responses to Plaintiff's Request for the Production of Documents within ten (10) days or suffer appropriate sanctions to be imposed upon further application to the Court.

BY THE COURT

Judge

FILED

JUN 24 2004

William A. Shaw
Prothonotary/Clerk of Courts

James A. Nadeo

CLEARFIELD, PENNSYLVANIA 16830

PO. BOX 552

ATTORNEY AT LAW

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FILED
JUN 24 2004
100
Atty Nadeo

W.A. Shaw
Prothonotary/Clerk of Courts

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

MAYNARD H. GRAY,
an individual,
Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,
Defendant.

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* No. 03 - 562 - CD
*
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* Type of Pleading:

* **CERTIFICATE OF SERVICE**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

* James A. Naddeo, Esq.
* Pa I.D. 0682C

* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED 

JUN 25 2004

William A. Shaw
Prothonotary/Clerk of Courts

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

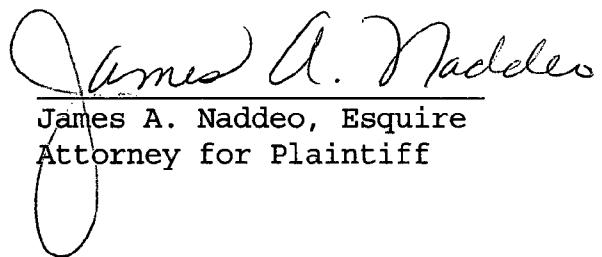
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and certified copy of Motion to Compel and Order filed in the above-captioned action was served on the following person and in the following manner on the 24th day of June, 2004:

First-Class Mail, Postage Prepaid

Steven C. Courtney, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280


James A. Naddeo, Esquire
Attorney for Plaintiff

CLIFFFIELD, PENNSYLVANIA 16830
P.O. BOX 552
ATTORNEY AT LAW
JAMES A. NADDEO

— Lap over margin —

FILED
OCT 2 2004
JUN 25 2004
No
cc

William A. Shaw
Prothonotary/Clerk of Courts

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

MAYNARD H. GRAY,
an individual,

Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,

Defendant.

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FILED E6K
OCT 15 2004

William A. Shaw
Prothonotary

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

PRAECIPE TO LIST FOR TRIAL

TO THE PROTHONOTARY:

Please place the above-captioned matter on the next list for trial. In support thereof I certify the following:

1. There are no Motions outstanding.
2. Discovery has been completed and the case is ready for trial.
3. The case is to be heard by jury.
4. Notice of the Praecipe has been given to opposing counsel.
5. The time for trial is estimated at two (2) days.



James A. Naddeo, Esquire
Attorney for Plaintiff

Date: October 15, 2004

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

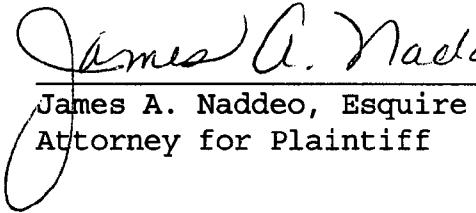
MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Praeclipe to List for Trial filed in the above-captioned action was served on the following person and in the following manner on the 15th day of October, 2004:

First-Class Mail, Postage Prepaid

E. Ralph Godfrey, Esquire
GODGREY & COURTNEY, P.C.
2215 Forest Hills Drive, Suite 36
P.O. Box 6280
Harrisburg, PA 17112-0280



James A. Naddeo, Esquire
Attorney for Plaintiff

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

MAYNARD H. GRAY, an individual : NO. 03-562-CD
: :
V. : :
: :
DOUGLAS G. YODER, t/d/b/a :
YODER'S CLASSIC RESTORATIONS :
: :

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6K 01/10/2005 A.M.
JAN 17 2005 Noddy
Courtney
William A. Shaw
Prothonotary/Clerk of Courts

ORDER

AND NOW, this 14th day of January, 2005, following Pre-Trial Conference, it is
the ORDER of the Court as follows:

1. Jury Selection in this matter is scheduled for January 27, 2005,
beginning at 9:00 o'clock A.M. in Courtroom No. 2 of the
Clearfield County Courthouse, Clearfield, Pennsylvania.
2. Trial in this matter is scheduled for May 9, 10, 2005, beginning at 9:00
o'clock A.M. in Courtroom No. 2 of the Clearfield County Courthouse,
Clearfield, Pennsylvania.
3. The deadline for providing any and all outstanding discovery shall be by
and no later than thirty (30) days prior to the commencement of trial.
4. The deadline for submitting any and all Motions shall be by and no later
than thirty (30) days prior to the commencement of trial.
5. Points for Charge shall be submitted to the Court by and no later than
fifteen (15) days prior to the commencement of trial.

6. Proposed Verdict Slip shall be submitted to the Court by and no later than fifteen (15) days prior to the commencement of trial.
7. The parties shall mark all exhibits for trial prior to trial to speed introduction of exhibits.

BY THE COURT,



Paul E. Cherry
PAUL E. CHERRY,
JUDGE

CR

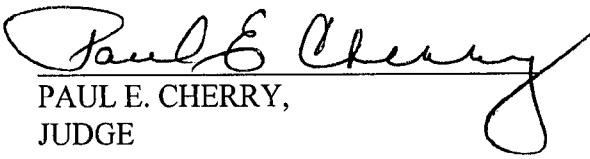
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MAYNARD H. GRAY, an individual :
:
V. : NO. 03-562-CD
:
DOUGLAS G. YODER, t/d/b/a :
YODER'S CLASSIC RESTORATIONS :

ORDER

AND NOW, this 27th day of January, 2005, this being the date set for Jury Selection in the above captioned matter, the Court having been advised by counsel for the parties that the parties have reached an agreement, it is the ORDER of the Court that Jury Selection be and is hereby cancelled. It is the further ORDER of this Court that counsel shall submit to the Court a signed Stipulation within ten (10) days of this date.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED OK
10 City Halls
0 11-25 PA 1cc stff Courtney
JAN 28 2005

William A. Shaw
Prothonotary

Cx

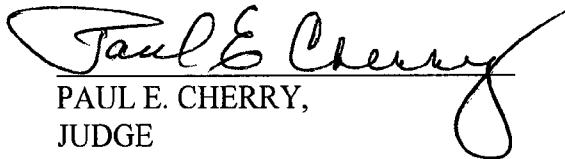
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
CIVIL DIVISION

MAYNARD H. GRAY, an individual : NO. 2003-562-CD
: :
v. : :
: :
DOUGLAS G. YODER, t/d/b/a :
YODER'S CLASSIC RESTORATION :
:

ORDER

NOW, this 9th day of February, 2005, the Court being advised that the parties have failed to comply with this Court's Order of January 27, 2005, it is the ORDER of this Court that a hearing to show cause why the parties shall not be held in contempt of Court for failure to comply with said Order is scheduled for the 28 day of March, 2005, at 3:00 o'clock P m. in Courtroom No. 2 of the Clearfield County Courthouse, Clearfield, Pennsylvania at which time the parties and their counsel must be present or a Bench Warrant may be issued for their arrest.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED

64 FEB 10 2005

012-306

William A. Shaw

Prothonotary/Clerk of Courts

2 cent to Atty Nance

2 cent to Atty Covington

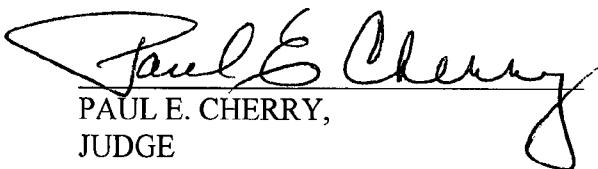
IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

MAYNARD H. GRAY : NO. 03-562-CD
V. :
DOUGLAS G. YODER t/d/b/a :
YODER'S CLASSIC RESTORATIONS :

ORDER

AND NOW, this 11th day of February, 2005, the Court having been provided with a copy of a Release with regard to the above captioned matter, it is the ORDER of this Court that Contempt Hearing scheduled for Monday, March 28, 2005, be and is hereby CANCELLED.

BY THE COURT,


PAUL E. CHERRY,
JUDGE

FILED

FEB 11 2005
013:15
6K
William A. Shaw
Prothonotary/Clerk of Courts

2 CHRS. TO C. STEVEN
1 CHRT. TO VERNON
NADOGO

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

MAYNARD H. GRAY,
an individual,
Plaintiff,

v.

DOUGLAS G. YODER,
T/d/b/a YODER'S CLASSIC
RESTORATIONS,
Defendant.

* No. 03 - 562 - CD

* Type of Pleading:

* **PRAECIPE TO SETTLE AND
DISCONTINUE**

* Filed on behalf of:
* Plaintiff

* Counsel of Record for
* this party:

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

* 207 East Market Street
* P.O. Box 552
* Clearfield, PA 16830
* (814) 765-1601

FILED ^{GR}
10:55 AM
APR 22 2005 Cert. of Disc.
William A. Shaw to Atty
Prothonotary/Clerk of Courts
Copy to CIA

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

MAYNARD H. GRAY, *
an individual, *
Plaintiff, *
*
v. * No. 03 - 562 - CD
*
DOUGLAS G. YODER, *
T/d/b/a YODER'S CLASSIC *
RESTORATIONS, *
Defendant. *

PRAECIPE TO SETTLE AND DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above-captioned case settled and discontinued.

James A. Naddeo
James A. Naddeo, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Maynard H. Gray

Vs.

No. 2003-00562-CD

Douglas G. Yoder
Yoder's Classic Restorations

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 April 22, 2005, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by James A. Naddeo, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 22nd day of April A.D. 2005.

William A. Shaw, Prothonotary