

04-276-CD  
BOUALAY SIGNOTHAHACK, et al. vs. JOHN O. DAVIS, et al.

Boualay Signothahack et al vs John David et  
2004-276-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOUALAY SIGNOTHAHACK, t/d/b/a  
L & S TRUCKING COMPANY, and  
BOUNSOU SIGNOTHAHACK,

Plaintiffs

Vs.

JOHN O. DAVIS and DS  
TRANSPORT,

Defendants

CIVIL DIVISION

No. 04 - 276 - CD

COMPLAINT

Filed on Behalf of:

Plaintiffs, BOUALAY  
SIGNOTHAHACK and BOUNSOU  
SIGNOTHAHACK

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

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

814/765-1566

FILED

FEB 25 2004

6/3:40/a

William A. Shaw

Prothonotary/Clerk of Courts

6/4/04  
cc'd to [unclear]

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

BOUALAY SIGNOTHAHACK, t/d/b/a :  
L & S TRUCKING COMPANY, and : No. 04 - - CD  
BOUNSOU SIGNOTHAHACK, :  
Plaintiffs:  
: JURY TRIAL DEMANDED  
Vs. :  
: JOHN O. DAVIS and DS TRANSPORT, :  
Defendants:

NOTICE

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

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

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
Second and Market Streets  
Clearfield, PA 16830  
Phone 814/765-2641 Ex. 5982

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

BOUALAY SIGNOTHAHACK, t/d/b/a :  
L & S TRUCKING COMPANY, and : No. 04 - - CD  
BOUNSOU SIGNOTHAHACK, :  
Plaintiffs:  
Vs. : JURY TRIAL DEMANDED  
: :  
JOHN O. DAVIS and DS TRANSPORT, :  
Defendants:

***COMPLAINT***

1. Plaintiffs are:

a. Boualay Signothahack, t/d/b/a L & S Trucking Company, having an address of 8514 West 54<sup>th</sup> Avenue, #E201, Arvada, Colorado 80002; and,

b. Boualay Signothahack and Bounsou Signothahack, his wife, both residing at 8514 West 54th Avenue, #E201, Arvada, Colorado 80002.

2. Defendants are:

a. John O. Davis an individual whose mailing address is 10742 Yar Circle, Canal Folton, Ohio 44616; and,

b. DS Transport a corporation which is the employer of Defendant having its principal address at 6535 Cleveland Road, Ravenna, Ohio 44266.

3. On September 16, 2003, Boualay Signothahack was operating a 1994 Kenworth Tractor Trailer traveling east on SR 80 in Sandy

Township, Clearfield County, Pennsylvania. With him was his wife, Bounsou Signothahack.

4. Defendant was operating a 1998 International Eagle traveling east on SR 80 directly behind the vehicle being operated by Plaintiff.

5. As the two vehicles were proceeding as aforesaid, it is alleged on information and belief that Defendant fell asleep at the wheel and smashed into the trailer being operated by Plaintiff.

6. After hitting Plaintiff's trailer, Defendant swerved across the left lane of SR 80 and the north berm and rolled over into the median strip.

7. As a result of the collision, Plaintiff continued east on SR 80 and came to rest on the south berm.

**COUNT I**  
**BOUALAY SIGNOTHAHACK, t/d/b/a**  
**L & S TRUCKING COMPANY VS.**  
**JOHN O. DAVIS**

Paragraphs 1 through 7 are incorporated herein by reference thereto.

8. The injuries and damages hereinafter set forth were caused solely by and were the direct and proximate result of the negligence of the Defendant, John O. Davis, in any or all of the following respects:

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& COLAVECCHI  
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CLEARFIELD, PA

- a. In operating the vehicle at a high, dangerous and reckless speed under the circumstances;
- b. In failing to have the vehicle under proper control;
- c. In continuing to operate the vehicle in a direction toward Plaintiff's vehicle when its operator saw or in the exercise of reasonable diligence, should have seen that further operation in that direction would result in a collision;
- d. In that the driver was inattentive and failed to maintain a sharp lookout of the road and the surrounding traffic conditions;
- e. In failing to operate the brakes in such a manner so that the vehicle could be stopped in time to avoid the collision;
- f. In violation of the various Statutes and municipal ordinances pertaining to the operation of motor vehicles on public thoroughfares under the circumstances, including but not limited to careless driving, a violation of the Pennsylvania Motor Vehicle Code;
- g. In that the driver was not in proper physical condition to drive the vehicle;
- h. In failing to maintain a reasonable lookout for the presence of other motor vehicles on the road;
- i. In failing to avoid hitting Plaintiff's vehicle when the Defendant saw or should have seen that Plaintiff's vehicle was on the road in full view of the Defendant; and,

j. In failing to drive around Plaintiff's vehicle instead of colliding with it.

9. Solely as a result of the negligence of the Defendant as aforesaid, Plaintiff sustained various injuries to his bones, muscles, tissues, and ligaments and shock and injury to his nerves and nervous system.

10. As a result of the injuries as aforesaid, Plaintiff has suffered the following damages:

a. Said Plaintiff has suffered and will suffer great pain, suffering, inconvenience, embarrassment, and mental anguish;

b. Said Plaintiff has been and will be deprived of earnings;

c. Said Plaintiff has been and will be required to expend sums of money for surgical and medical attention, hospitalization, medical supplies, medicines and attendant services;

d. Said Plaintiff's earning capacity has been reduced and impaired; and,

e. Said Plaintiff's general health, strength and vitality have been impaired.

11. By further reason of said collision, Plaintiff has been damaged as follows:

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a. Damage to the cargo in the amount of One Thousand One Hundred Nine Dollars and Eight Cents (\$1,109.08) as set forth on the Notice of Claim attached hereto marked Exhibit "A";

b. A separate load cost of One Hundred Sixty Dollars (\$160.00) as set forth on the receipt attached hereto marked Exhibit "B";

c. Repairs to the tractor in the amount of One Thousand Three Hundred Fifty Dollars and Sixty-nine Cents (\$1,350.69) as set forth on the Invoice attached hereto marked Exhibit "C";

d. There was a loss to Plaintiff because he had to drive home empty in the amount of One Thousand Nine Hundred Dollars (\$1,900.00);

e. Plaintiff suffered down time loss from September 16, 2003, to November 16, 2003, at a loss of Six Hundred Forty-one Dollars and Twenty-three Cents (\$641.23) a day for a total of Thirty-nine Thousand Seven Hundred Fifty-six Dollars and Twenty-six Cents (\$39,756.26);

f. Complete loss of the value of the trailer which was purchased at a cost of Fifteen Thousand Dollars (\$15,000.00) as shown as the Bill of Sale attached hereto and marked Exhibit "D", plus additional work necessary on the trailer of Ten Thousand Six Hundred Fifty-eight Dollars and Seventy-nine Cents (\$10,658.79), making of total of Twenty-five Thousand Six Hundred Fifty-eight Dollars and Seventy-nine Cents (\$25,658.79); and,

g. This makes the total loss to Plaintiff, not including personal injury, in the amount of Sixty-nine Thousand Nine Hundred Thirty-four Dollars and Eighty-two Cents (\$69,934.82).

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in excess of the jurisdiction of the Board of Arbitrators of this Court and in excess of Twenty Thousand Dollars (\$20,000.00).

**COUNT II**  
**BOUALAY SIGNOTHAHACK, t/d/b/a**  
**L & S TRUCKING COMPANY VS.**  
**DS TRANSPORT**

Paragraphs 1 through and including 7 are incorporated herein by reference thereto.

12. At all times relevant hereto, the Defendant, DS Transport, was acting by and through its servants, agents, and employees, who were then and there engaged upon the performance of their duties, within the scope of their employment and upon the business of the Defendant. Specifically John O. Davis is an employee of Defendant and was acting within the scope of his employment.

13. The injuries and damages hereinafter set forth were caused solely by and were the direct and proximate result of the negligence of the Defendant, DS Transport, in any or all of the following respects:

- a. In operating the vehicle at a high, dangerous and reckless speed under the circumstances;
- b. In failing to have the vehicle under proper control;
- c. In continuing to operate the vehicle in a direction toward Plaintiff's vehicle when its operator saw or in the exercise of reasonable diligence, should have seen that further operation in that direction would result in a collision;
- d. In that the driver was inattentive and failed to maintain a sharp lookout of the road and the surrounding traffic conditions;
- e. In failing to operate the brakes in such a manner so that the vehicle could be stopped in time to avoid the collision;
- f. In violation of the various Statutes and municipal ordinances pertaining to the operation of motor vehicles on public thoroughfares under the circumstances, including but not limited to careless driving, a violation of the Pennsylvania Motor Vehicle Code;
- g. In that the driver was not in proper physical condition to drive the vehicle;
- h. In failing to maintain a reasonable lookout for the presence of other motor vehicles on the road;
- i. In failing to avoid hitting Plaintiff's vehicle when the Defendant saw or should have seen that Plaintiff's vehicle was on the road in full view of the Defendant; and,

j. In failing to drive around Plaintiff's vehicle instead of colliding with it.

14. Solely as a result of the negligence of the Defendant as aforesaid, Plaintiff sustained various injuries to his bones, muscles, tissues, and ligaments and shock and injury to his nerves and nervous system.

15. As a result of the injuries as aforesaid, Plaintiff has suffered the following damages:

a. Said Plaintiff has suffered and will suffer great pain, suffering, inconvenience, embarrassment, and mental anguish;

b. Said Plaintiff has been and will be deprived of earnings;

c. Said Plaintiff has been and will be required to expend sums of money for surgical and medical attention, hospitalization, medical supplies, medicines and attendant services;

d. Said Plaintiff's earning capacity has been reduced and impaired; and,

e. Said Plaintiff's general health, strength and vitality have been impaired.

16. By further reason of said collision, Plaintiff has been damaged as follows:

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a. Damage to the cargo in the amount of One Thousand One Hundred Nine Dollars and Eight Cents (\$1,109.08) as set forth on the Notice of Claim attached hereto marked Exhibit "A";

b. A separate load cost of One Hundred Sixty Dollars (\$160.00) as set forth on the receipt attached hereto marked Exhibit "B";

c. Repairs to the tractor in the amount of One Thousand Three Hundred Fifty Dollars and Sixty-nine Cents (\$1,350.69) as set forth on the Invoice attached hereto marked Exhibit "C";

d. There was a loss to Plaintiff because he had to drive home empty in the amount of One Thousand Nine Hundred Dollars (\$1,900.00);

e. Plaintiff suffered down time loss from September 16, 2003, to November 16, 2003, at a loss of Six Hundred Forty-one Dollars and Twenty-three Cents (\$641.23) a day for a total of Thirty-nine Thousand Seven Hundred Fifty-six Dollars and Twenty-six Cents (\$39,756.26);

f. Complete loss of the value of the trailer which was purchased at a cost of Fifteen Thousand Dollars (\$15,000.00) as shown on the Bill of Sale attached hereto marked Exhibit "D", plus additional work necessary on the trailer of Ten Thousand Six Hundred Fifty-eight Dollars and Seventy-nine Cents (\$10,658.79), making a total of Twenty-five Thousand Six Hundred Fifty-eight Dollars and Seventy-nine Cents (\$25,658.79); and,

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g. This makes the total loss to Plaintiff, not including personal injury, in the amount of Sixty-nine Thousand Nine Hundred Thirty-four Dollars and Eighty-two Cents (\$69,934.82).

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in excess of the jurisdiction of the Board of Arbitrators of this Court and in excess of Twenty Thousand Dollars (\$20,000.00).

**COUNT III**  
**BOUNSOU SIGNOTHAHACK VS.**  
**JOHN O. DAVIS**

Paragraphs 1 through 8 are incorporated herein by reference thereto.

17. Solely as a result of the negligence of the Defendant as aforesaid, Plaintiff sustained various injuries to her bones, muscles, tissues, and ligaments and shock and injury to her nerves and nervous system.

18. As a result of the injuries as aforesaid, Plaintiff has suffered the following damages:

a. Said Plaintiff has suffered and will suffer great pain, suffering, inconvenience, embarrassment, and mental anguish;

b. Said Plaintiff has been and will be deprived of earnings;

c. Said Plaintiff has been and will be required to expend sums of money for surgical and medical attention,

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hospitalization, medical supplies, medicines and attendant services;

d. Said Plaintiff's earning capacity has been reduced and impaired; and,

e. Said Plaintiff's general health, strength and vitality have been impaired.

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in excess of the jurisdiction of the Board of Arbitrators of this Court and in excess of Twenty Thousand Dollars (\$20,000.00).

**COUNT IV**  
**BOUNSOU SIGNOTHAHACK VS.**  
**D S TRANSPORT**

Paragraphs 1 through and including 8 and paragraphs 12 and 13 are incorporated herein by reference thereto.

19. Solely as a result of the negligence of the Defendant as aforesaid, Plaintiff sustained various injuries to her bones, muscles, tissues and ligaments and shock and injury to her nerves and nervous system.

20. As a result of the injuries as aforesaid, Plaintiff has suffered the following damages:

a. Said Plaintiff has suffered and will suffer great pain, suffering, inconvenience, embarrassment, and mental anguish;

b. Said Plaintiff has been and will be deprived of earnings;

c. Said Plaintiff has been and will be required to expend sums of money for surgical and medical attention, hospitalization, medical supplies, medicines and attendant services;

d. Said Plaintiff's earning capacity has been reduced and impaired; and,

e. Said Plaintiff's general health, strength and vitality have been impaired.

WHEREFORE, Plaintiff brings this action against Defendant to recover damages in excess of the jurisdiction of the Board of Arbitrators of this Court and in excess of Twenty Thousand Dollars (\$20,000.00).

COLAVECCHI & COLAVECCHI

*Paul Colavecchi*  
BY: PAUL COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

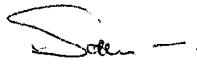
LAW OFFICES OF  
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& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

VERIFICATION

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



BOUALAY SIGNOTHAHACK



BOUNSOU SIGNOTHAHACK

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA



800-557-0178

68 cases at \$ 16.31 a case, total amount \$ 1109.08 is  
going to be deducted from the freight to satisfy the  
claim.

## **NOTICE OF CLAIM**

DATE: 9/17/03

ATS FILE: 25-2036

TRUCKING COMPANY: L & S

DRIVER: LAY

SHIPPER: GIUMARRA  
EDISON, CA

CONSIGNEE: PRICE CHOPPER  
SCHENECTADY, NY

REASON FOR POSSIBLE CLAIM: 68 CASES DAMAGED

FEDERAL INSPECTION: NO

IN HOUSE INSPECTION: YES

It is always our intention to minimize loss on any truck. We encourage drivers to open their trailer doors daily and pulp their product. We will work effectively to handle this possible claim.

Regards,  
ATS - San Diego

**LMS Intellibound, Inc.**  
**Receipt for Services**

Tucker, GA  
770-414-1929  
Fed ID#

**PO NUM      RECEIPT#      Location**  
**56864      11913016      PRICE CHOPPER**

**WORK DATE    Door      Cases      Weight**  
**9/17/03      62      1866.0      0**

**Start Time    End Time      VEN NAME**  
**9/17/03      9/17/03      GIUMARRA**  
**6:11:00 AM    2:52:00 PM**

**Pallets In Tot Pallets    TRLR#      Trac#**  
**21      29      6536      20123**

**Carrier Name      Paid By**  
**L&S      ~~check~~ *check***  
**Loaded/Unload      UNLD**

**Comments**

**SPLIT%      1.00**  
**EMP NAME      New Employee**

**Bill Code Z      Bill Rate      0.00**  
**Charge 160.00      0.00**  
**Per Case      By Weight      0.00**

**CUST CODE 130RCOD**  
**CUST REP BOUALAY**

**CUST SIGNATURE** *[Signature]*

*\$160.00 To Separate  
load.*

# SYRACUSE SUPPLY

Syracuse - 294 Ainsley Dr. Syracuse, N.Y. 13205 (315) 476-9981  
 Buffalo - 2140 Market Rd. Tonawanda, N.Y. 14150 (716) 694-7200  
 Rochester - 275 Marketplace Dr. Rochester, N.Y. 14623 (716) 475-1330  
 Binghamton - 55 Industrial Park Dr. Binghamton, N.Y. 13904 (807) 772-6500  
 Plattsburgh - 61 Trade Rd. Plattsburgh, N.Y. 12901 (518) 561-7700  
 Olean - 4176 Route 417 Allegany, N.Y. 14706 (716) 373-7114



## INVOICE

Bouday Signohack  
 8514 W-54th AVE #E201

SHIP TO

ARVada, CO 80002

home 303-456-7157

C- COMMERCIAL

VOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		STORE	DIV	SALESMAN	PAGE
PSO/WO NO.	DOC. DATE	PC	LC	MC	SHIP VIA				INV SEQ NO.
MAKE	MODEL	SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH ID NO.	
AMTITY	ITEM	N/R		DESCRIPTION		UNIT PRICE		EXTENSION	

## BILL OF SALE

BE IT KNOWN, for good consideration, and in payment of the sum of Fifteen  
Thousand and no ~~15~~ 15000 ~~15~~, the receipt and sufficiency of which is acknowledged, the  
undersigned  
of VANH Tech Repairs Inc. 1670 Hemerco Rd Conley GA 30288  
(Seller)  
hereby sells and transfers to SIGNO THA HACK  
of BOUALAY SITHOBOLASK 8514 west 54 ave E 204 ARVADA  
CO - 80001 (Buyer) and the Buyer's  
successors and assigns forever, the following described chattels and personal property:  
1992 Trim 48 FT.  
SN - 1PT014CH2N - 9008415

The Seller warrants to Buyer it has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities and adverse claims of every nature and description whatsoever.

Seller further warrants to Buyer that it will fully defend, protect, indemnify and hold harmless the Buyer and its lawful successors and assigns from any adverse claim made thereto by all persons whatsoever.

Said property is otherwise sold in "as is" condition with whereu presently located.

Signed this 17<sup>th</sup> day of July 2009.

Signed in the presence of:

Khammoun \_\_\_\_\_  
Witness \_\_\_\_\_

KHAM MOUKN \_\_\_\_\_  
Print Name of Witness \_\_\_\_\_

917 ELLENWOOD \_\_\_\_\_  
Address of Witness \_\_\_\_\_  
CAT 30294 \_\_\_\_\_

VANH Tech Repairs  
1670 Hemerco Rd  
Conley GA 30288

Address of Seller \_\_\_\_\_

BOUALAY SITHOBOLASK  
8514 west 54 ave E 204  
ARVADA CO - 80001  
Address of Buyer \_\_\_\_\_

—Lap over margin—

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No. 04 - - CD

BOUALAY SIGNOTHAHACK, t/d/b/a  
L & S TRUCKING COMPANY, and  
BOUNSOU SIGNOTHAHACK,  
Plaintiffs

vs.

JOHN O. DAVIS and DS TRANSPORT,  
Defendants

COMPLAINT

NOTICE TO DEFENDANTS:

YOU are hereby notified  
that you are required to file  
an Answer to the within Complaint  
within twenty (20) days after  
service upon you or judgment  
may be entered against you.

*Joseph Colavecchi*  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiffs

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

FILED

FEB 25 2004

William A. S.  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOUALAY SIGNOTHAHACK, t/d/b/a L & S  
TRUCKING COMPANY, and BOUNSOU  
SIGNOTHAHACK,,

CIVIL DIVISION

NO. 04-276 CD

Plaintiff,

Issue No.

v.

JOHN O. DAVIS and DS TRANSPORT,

**PRAECIPE FOR APPEARANCE**

Defendant.

Code:

Filed on behalf of DEFENDANTS, JOHN O.  
DAVIS and DS TRANSPORT

Counsel of record for this party:

John T. Pion, Esq.  
PA. I.D. #43675

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

**FILED**

**MAR 18 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOUALAY SIGNOTAHACK, t/d/b/a )  
L & S TRUCKING COMPANY, and )  
BOUNSOU SIGNOTAHACK, )Civil Division  
)  
Plaintiffs, )No. 04-276-CD  
)  
vs. )  
JOHN O. DAVIS and DS TRANSPORT, )  
)  
Defendants. )

## **PRAECIPE FOR APPEARANCE**

TO: PROTHONOTARY

KINDLY enter our appearance on behalf of Defendants JOHN O. DAVIS and  
DS TRANSPORT in the above-entitled action.

**A JURY TRIAL IS DEMANDED.**

**DICKIE, McCAMEY & CHILCOTE**

By: John T. Pion, Esquire  
Edward M. Vavro, Jr., Esq.

Attorney for Defendants

Two PPG Place, Suite 400  
Pittsburgh, PA 15222  
(412) 392-5452

## **CERTIFICATE OF SERVICE**

I, John T. Pion, Esquire, hereby certify that a true and correct copy of the foregoing  
Praecipe for Appearance was served upon counsel of record by U.S. Mail, postage prepaid this  
14 day of May, 2004.

JOSEPH COLAVECCHI, ESQ.  
COLAVECCHI & COLAVECCHI  
221 EAST MARKET STREET  
P.O. BOX 131  
CLEARFIELD, PA 16830

COUNSEL FOR PLAINTIFF

DICKIE, McCAMEY & CHILCOTE

By: \_\_\_\_\_  
John T. Pion, Esquire

Attorney for Defendants

FILED  
M 1 29 2004 NO CC  
MAR 18 2004 2004  
FED

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAY 03 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

BOUALAY SIGNOTHAHACK, t/d/b/a L&S  
TRUCKING COMPANY, and BOUNSOU  
SIGNOTHAHACK,

**CIVIL DIVISION**

G.D. No. 04-276-CD

Plaintiff,

Issue No.

v.

JOHN O. DAVIS and DS TRANSPORT,

**ANSWER AND NEW MATTER**

Defendant.

Code:

Filed on behalf of DEFENDANTS

**NOTICE TO PLEAD**

TO: Plaintiffs

Counsel of record for this party:

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

John T. Pion, Esq.  
PA. I.D. #43675

Edward M. Vavro, Jr., Esq.  
PA. I.D. #80401

By



John T. Pion, Esquire  
Edward M. Vavro, Jr., Esquire

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

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

BOUALAY SIGNOTHAHACK, t/d/b/a L&S CIVIL DIVISION  
TRUCKING COMPANY, and BOUNSOU  
SIGNOTHAHACK, G.D. No. 04-276-CD

Plaintiff,

v.

JOHN O. DAVIS and DS TRANSPORT,

Defendant.

**ANSWER AND NEW MATTER**

AND NOW, comes the Defendants, John O. Davis and DS Transport by and through their attorneys, Dickie, McCamey & Chilcote, P.C., John T. Pion, Esquire and Edward M. Vavro, Jr., Esquire and hereby files the within Answer and New Matter in response to Plaintiffs' Complaint and avers as follows:

1. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1, subparagraphs (a) through (b) of Plaintiffs' Complaint. Consequently, said allegations are denied and strict proof thereof is demanded at the time of trial.

2. The allegations set forth in paragraph 2 of Plaintiffs' Complaint including subparagraph (a) is admitted. With respect to paragraph (b) it is denied as stated. By way of further response, it is admitted that Defendant John Davis was under the dispatch authority of DS Transport and was acting under DS Transport's DOT authority at the time of the subject accident.

3. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of

Plaintiffs' Complaint. Consequently, said allegations are denied and strict proof thereof is demanded at the time of trial.

4. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

5. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

6. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

7. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

COUNT I  
**BOUALAY SIGNOTHAHACK t/d/b/a  
L&S TRUCKING COMPANY v. JOHN O. DAVIS**

The proceeding paragraphs of Plaintiffs' Complaint Defendants incorporate herein by reference the averments set forth in paragraphs 1 through 7, as if the same were set forth herein at length.

8. The allegations contained in paragraph 8 including subparagraphs (a) through (j) of Plaintiffs' Complaint are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed required, the allegations contained therein are denied and strict proof thereof is demanded at the time of trial.

9. The allegations contained in paragraph 9 are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed required, the allegations contained therein are denied and strict proof thereof is demanded at the time of trial. By way of further response, after reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of Plaintiffs' Complaint. As such, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

10. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10, subparagraphs (a) through (e) of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

11. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11, subparagraphs (a) through (g) of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

**COUNT II**  
**BOUALAY SIGNOTHAHACK, t/d/b/a**  
**L&S TRUCKING COMPANY v. DS TRANSPORT**

The proceeding paragraphs of Plaintiffs' Complaint Defendant incorporates herein by reference the averments set forth in paragraphs 1 through 11, as if the same were set forth herein at length.

12. Denied as stated. By way of further response, it is admitted that Defendant John Davis was acting under the dispatch authority of DS Transport and was acting under DS Transport's DOT authority at the time of the subject accident.

13. The allegations contained in paragraph 13, subparagraphs (a) through (j) of Plaintiffs' Complaint set forth conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed required, the allegations contained therein are denied and strict proof thereof is demanded at the time of trial.

14. The allegations contained in paragraph 14 of Plaintiffs' Complaint set forth conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed required, the allegations contained therein are denied and strict proof thereof is demanded at the time of trial. By way of further response, after reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of Plaintiffs' Complaint. As such, said allegations are denied and strict proof thereof is demanded at the time of trial.

15. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15,

subparagraphs (a) through (e) of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

16. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16, subparagraphs (a) through (g) of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

**COUNT III**  
**BOUNSOU SIGNOTHAHACK v. JOHN O. DAVIS**

The proceeding paragraphs of Plaintiffs' Complaint Defendant incorporates herein by reference the averments set forth in paragraphs 1 through 16, as if the same were set forth herein at length.

17. The allegations contained in paragraph 17 are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed required, the allegations contained therein are denied and strict proof thereof is demanded at the time of trial. By way of further response, after reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of Plaintiffs' Complaint. As such, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

18. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18, subparagraphs (a) through (e) of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

**COUNT IV**  
**BOUNSOU SIGNOTHAHACK v. DS TRANSPORT**

The proceeding paragraphs of Plaintiffs' Complaint Defendant incorporates herein by reference the averments set forth in paragraphs 1 through 18, as if the same were set forth herein at length.

19. The allegations contained in paragraph 19 are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed required, the allegations contained therein are denied and strict proof thereof is demanded at the time of trial. By way of further response, after reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of Plaintiffs' Complaint. As such, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

20. After reasonable investigation, the Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20, subparagraphs (a) through (e) of Plaintiffs' Complaint. Consequently, said allegations are generally denied and strict proof thereof is demanded at the time of trial.

WHEREFORE, John O. Davis and DS Transport request that this Court enter judgment in their favor and against the Plaintiffs' together with costs, attorney's fees or such other relief as this Court deems appropriate.

**NEW MATTER**

21. By way of further response to the entirety of Plaintiffs' Complaint, these Defendants set forth the following New Matter on advice of counsel so as not to waive any defenses

later available to these Defendants, notwithstanding these Defendants present lack of knowledge of the circumstances complained of in Plaintiffs' Complaint.

22. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.

23. To the extent justified by the evidence developed through discovery or introduced at the time of trial, all claims alleged in Plaintiffs' Complaint are barred by the applicable Statute of Limitations.

24. To the extent justified by the evidence developed through discovery or introduced at the time of trial, these Defendant's raise Plaintiffs' negligence as a complete and/or partial bar to any recovery.

25. To the extent justified by the evidence developed through discovery or introduced at the time of trial, these Defendant's raise Plaintiffs' assumption of the risk as a complete and/or partial bar to any recovery.

26. To the extent that is established by competent evidence that Plaintiffs' injuries and/or damages were caused and contributed to by persons, entities or circumstances beyond the control of these Defendant's, then these Defendant's plead that Plaintiffs' claims are barred in whole or in part by the theories of intervening cause and/or superseding cause.

27. To the extent that is established by competent evidence that the Plaintiffs have failed to mitigate damages, that affirmative defense is hereby asserted as a complete and/or partial bar to any recovery.

28. To the extent justified by the evidence developed through discovery or introduced at the time of trial, these Defendants raise all defenses set forth in Pa.R.Civ.Pro. 1030(a).

Respectfully submitted,

DICKIE, McCAMEY & CHILCOTE, P.C.

BY: 

John T. Pion, Esquire

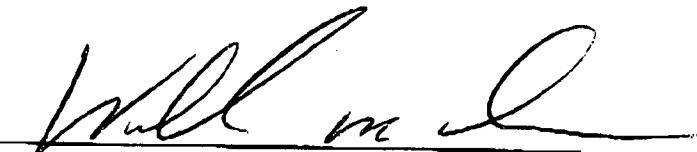
Edward M. Vavro, Jr., Esquire

Attorney's for Defendants

**VERIFICATION**

I, Bill Davis, President of DS Transport, Inc., have read the foregoing Answer and New Matter. The statements therein are correct to the best of my personal knowledge or information and belief.

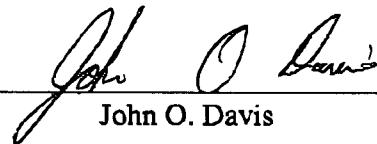
This statement and verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

  
\_\_\_\_\_  
Bill DavisDATED: 4.23.04

**VERIFICATION**

I, Mr. John O. Davis, have read the foregoing Answer and New Matter. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



John O. Davis

DATED:

4/23/04

**CERTIFICATE OF SERVICE**

I, Edward M. Vavro, Jr., Esquire, hereby certify that a true and correct copy of the foregoing **ANSWER AND NEW MATTER** was served upon counsel of record by U.S. Mail, postage prepaid this 26 day of April, 2004 to:

Joseph Colavecchi, Esquire  
Colavecchi & Colavecchi  
221 East Market Street  
P.O. Box 131  
Clearfield, PA 16830

DICKIE, McCAMEY & CHILCOTE, P.C.

BY \_\_\_\_\_  
Edward M. Vavro, Jr., Esquire

FILED NO  
MAY 6 2004 ED  
William A. Shaw  
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

BOUALAY SIGNOTAHACK t/d/b/a L & S TRUCKING

Sheriff Docket # 15235

VS.

04-276-CD

DAVIS, JOHN O. and DS TRANSPORT

COMPLAINT

**SHERIFF RETURNS**

NOW FEBRUARY 28, 2004 SERVED THE WITHIN COMPLAINT ON JOHN O. DAVIS, DEFENDANT BY CERT. MAIL # 7002 3150 0000 7854 5276 AT 10742 YAR CIRCLE, CANAL FULTON, OH 44616 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT.

NOW MARCH 2, 2004 SERVED THE WITHIN COMPLAINT ON DS TRANSPORT, DEFENDANT BY CERT. MAIL # 7002 3150 0000 7854 5283 AT 6535 CLEVELAND ROAD, RAVENNA, OH 44266 BEING THEIR LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY WM. DAVIS.

---

Return Costs

Cost	Description
35.00	SHERIFF HAWKINS PAID BY: ATTY CK# 7570
20.00	SURCHARGE PAID BY: ATTY CK# 7571

---

Sworn to Before Me This

4<sup>th</sup> Day Of May 2004  
William A. Shaw

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

So Answers,

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

FILED  
MAY 04 2004  
10:34 AM KRW

William A. Shaw  
Prothonotary/Clerk of Courts

5225 5283  
7854 0000  
0000 0000  
0000 0000  
3150 0000  
0000 2002  
0000 7007

<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.06
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.11
<i>Sent To</i>	
DS TRANSPORT	
Street, Apt. No.; or PO Box No. 6535 Cleveland Road	
City, State, ZIP+4 Ravenna, Ohio 44266	

Postmark  
FEB 26 2004  
USPS  
1000  
FEB 26 2004  
CLB  
FEB 26 2004  
FEB 26 2004

See Reverse for Instructions

PS Form 3800 4/00 2002

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

**IMPORTANT:** Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.

15271

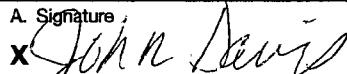
**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

JOHN O. DAVIS  
10742 Yar Circle  
Canal Fulton, OH 44616

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

  Agent  
 Addressee

**B. Received by (Printed Name)**

John Davis

**C. Date of Delivery**

3/28

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

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

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

Yes

**2. Article Number  
(Transfer from service label)**

7002 3150 0000 7854 5276

UNITED STATES POSTAL SERVICE



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

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

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd St., Suite 116  
Clearfield, Pa. 16830

C-15235

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<b>U.S. Postal Service™</b>	
<b>CERTIFIED MAIL™ RECEIPT</b>	
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For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 1.00
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.11
<i>Sent To</i>	
JOHN O. DAVIS	
Street, Apt. No. or PO Box No. 10742 Yar Circle	
City, State, ZIP+4 Canal Fulton, Ohio 44616	

PA 16820  
CLEARFIELD PA  
FEB 26 2004  
USPS

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

**IMPORTANT: Save this receipt and present it when making an inquiry.  
Internet access to delivery information is not available on mail  
addressed to APOs and FPOs.**

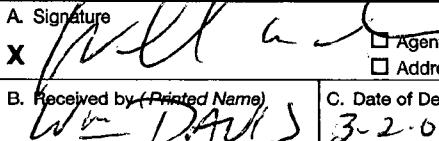
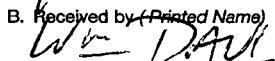
15235

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**1. Article Addressed to:**

DS TRANSPORT  
6535 Cleveland Road  
Ravenna, OH 44266

**COMPLETE THIS SECTION ON DELIVERY****A. Signature****X**  
 Agent  
 Addressee**B. Received by (Printed Name)****C. Date of Delivery**

3-2-04

**D. Is delivery address different from item 1?  Yes**  
**If YES, enter delivery address below:  No****3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number***(Transfer from service label)*

7002 3150 0000 7854 5283

UNITED STATES POSTAL SERVICE



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

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

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd St. Suite 116  
Clearfield, Pa. 16830

C-15235

16830+2355      ━━━━━━

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOUALAY SIGNOTHAHACK, t/d/b/a  
L & S TRUCKING COMPANY, and  
BOUNSOU SIGNOTHAHACK,  
Plaintiffs

Vs.

JOHN O. DAVIS and DS  
TRANSPORT,

Defendants

CIVIL DIVISION

No. 04 - 276 - CD

REPLY TO NEW MATTER

Filed on Behalf of:

Plaintiffs, BOUALAY  
SIGNOTHAHACK and BOUNSOU  
SIGNOTHAHACK

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

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

814/765-1566

**FILED**

MAY 21 2004

William A. Shaw  
Prothonotary

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

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

BOUALAY SIGNOTHAHACK, t/d/b/a :  
L & S TRUCKING COMPANY and : No. 04 - 276 - CD  
BOUNSOU SIGNOTHAHACK, :  
Plaintiffs:  
:  
Vs. :  
:  
JOHN O. DAVIS, and DS TRANSPORT, :  
Defendants:

**REPLY TO NEW MATTER**

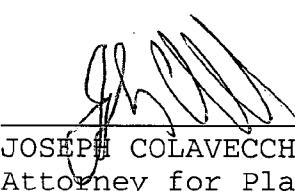
NOW COMES, the Plaintiffs, who, through their attorney, Joseph Colavecchi, Esquire, file their Reply to the New Matter of the Defendants and respectfully aver as follows:

21. This is does not require a reply.
22. Denied for the reasons as set forth in the Complaint.
23. This is a statement of the law and does not require a reply.
24. This is a statement of the law and does not require a reply.
25. This is a statement of the law and does not require a reply.
26. This is a statement of the law and does not require a reply.
27. This is a statement of the law and does not require a reply.

28. This is a statement of the law and does not require a reply.

WHEREFORE, Plaintiffs asks that the Answer and New Matter of the Defendants be dismissed and that judgment be entered in favor of Plaintiffs, together with interest and costs.

Respectfully submitted,

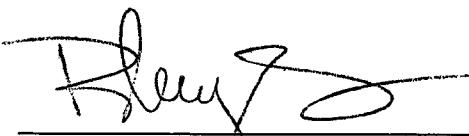


JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiffs

LAW OFFICES OF  
COLAVECCHI  
RYAN & COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

VERIFICATION

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



BOUALAY SIGNOTHAHACK

—Lap over margin—

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No. 04 - 276 - CD

BOUALAY SIGNOTAHACK, t/d/b/a  
L & S TRUCKING COMPANY and  
BOUNSOU SIGNOTAHACK, Plaintiffs

vs.

JOHN O. DAVIS and DS TRANSPORT,  
Defendants

REPLY TO NEW MATTER

**FILED**

MAY 21 2004

3-34  
P-92

William A. Shaw  
Prothonotary  
*[Signature]*

*no c*

COLAVECCHI,  
RYAN & COLAVECCHI

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

BOUALAY SIGNOTHAHACK, t/d/b/a  
L & S TRUCKING COMPANY, and  
BOUNSOU SIGNOTHAHACK,  
Plaintiffs

Vs.

JOHN O. DAVIS and DS  
TRANSPORT,

Defendants

CIVIL DIVISION

No. 04 - 276 - CD

PRAECIPE TO DISCONTINUE

Filed on Behalf of:

Plaintiffs, BOUALAY  
SIGNOTHAHACK and BOUNSOU  
SIGNOTHAHACK

Counsel of Record for This  
Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I.D. #06810

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

814/765-1566

**FILED**  
OCT 02 2004 *Cart to Atty*  
*copy to CA*  
OCT 05 2004

William A. Shaw  
Prothonotary

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

BOUALAY SIGNOTHAHACK, t/d/b/a :  
L & S TRUCKING COMPANY, and : No. 04 - 276 - CD  
BOUNSOU SIGNOTHAHACK, :  
Plaintiffs:  
Vs. :  
JOHN O. DAVIS and DS TRANSPORT, :  
Defendants:

PRAECIPE TO DISCONTINUE

TO: WILLIAM SHAW, PROTHONOTARY

Please mark the record in the above-captioned action settled,  
discontinued, and ended, with prejudice.

  
JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Plaintiff

October 4, 2004

—Lap over margin—

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNA.  
CIVIL DIVISION  
No. 04 - 276 - CD

BOUALAY SIGNOTHAACK, t/d/b/a  
L & S TRUCKING COMPANY, and  
BOUNSOU SIGNOTHAACK,  
Plaintiffs

vs.

JOHN O. DAVIS and DS TRANSPORT,  
Defendants

PRAECIPE TO DISCONTINUE

**COLAVECCHI**  
**RYAN & COLAVECCHI**

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

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

**CIVIL DIVISION**

**Boualay Signothahack  
L & S Trucking Company  
Bounsou Signothahack**

**Vs.** **No. 2004-00276-CD**  
**John O. Davis**  
**DS Transport**

**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 October 5, 2004, marked:

Discontinued, Settled and Ended.

Record costs in the sum of \$140.00 have been paid in full by Attorney Joseph Colavecchi..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 5th day of October A.D. 2004.

---

William A. Shaw, Prothonotary