

04-1696-CD
PAMELA ARMAN, et al. vs. SHELDON LEE GRAHAM, III, et al

Pamela Armand et al vs Sheldon Graham et
2004-1696-CD

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAMELA ARMAN and GARY ARMAN, her CIVIL DIVISION
husband ,

and

NO. 2004-1696-CV

GARY ARMAN, in his own right and
PAMELA ARMAN, his wife,

and

BRIANNA ARMAN, a minor, by her
guardian, PAMELA ARMAN, and PAMELA
ARMAN AND GARY ARMAN, parents of
the minor in their own right,

and

MEGHAN ARMAN,
and

SEAN ARMAN,
and

GARY ARMAN and PAMELA ARMAN,

Plaintiffs,

vs.

SHELDON LEE GRAHAM, III, individually
and trading and doing business as
GRAHAM MOTORS USED CARS,

Defendants.

COMPLAINT IN CIVIL ACTION

Filed on behalf of Plaintiffs

Counsel of Record for these Parties:

JAY N. SILBERBLATT, ESQUIRE
Pa. I.D. #32253

SILBERBLATT MERMELSTEIN, P.C.
Firm #645
2904 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219

(412) 232-0580

FILED

Re

OCT 27 2004

m / 12:15 pm

William A Shaw

Prothonotary/Clerk of Courts

1 cent to Shemper

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 Plaintiffs. You may lose money or property or other rights important to you.

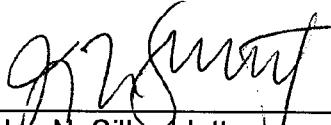
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**CLEARFIELD COUNTY PROTHONOTARY
P.O. BOX 549
CLEARFIELD, PA 16830
TELEPHONE NUMBER: 814-765-2641 (x5988)**

SILBERBLATT MERMELSTEIN, P.C.

By _____


Jay N. Silberblatt

COMPLAINT IN CIVIL ACTION

1. Plaintiffs are residents of Akron, State of Ohio.
2. The Defendant, Sheldon Lee Graham, III, is a resident of the City of Clearfield, County of Clearfield, and Commonwealth of Pennsylvania, and on November 10, 2002, at the time of the accident hereinafter set forth, was the operator of that particular vehicle owned by the Defendant, Graham Motors Used Cars, that struck the vehicle operated by the Plaintiff, Gary Arman, and in which the Plaintiffs, Pamela Arman, Brianna Arman, Meghan Arman, and Sean Arman were riding as passengers.
3. The Defendant, Graham Motors Used Cars, is an unregistered fictitious name with a place of business located at 12 Motor City Drive, in the City of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, that uses motor driven vehicles in the conduct and operation of its business.
4. At all times material hereto, the Defendant, Graham Motors Used Cars, was acting by and through its agents, servants or employees, who were then and there on the business of this Defendant, and who were then and there acting in the course of their employment and within the scope of their authority.
5. At all times material hereto, the Defendant, Graham Motors Used Cars, was the owner of that particular motor vehicle being operated by the Defendant, Sheldon Lee Graham, III, which struck the vehicle occupied by the Plaintiffs.
6. The Defendant, Sheldon Lee Graham, III, at the time of the accident herein set forth and at all times material hereto, was acting individually and on behalf of

himself and/or as the agent, servant or employee of the Defendant, Graham Motors Used Cars.

7. The events hereinafter set forth occurred on November 10, 2002, at or about 9:30 A.M. on Route 2024, a public highway in Boggs Township, County of Clearfield and Commonwealth of Pennsylvania.

8. At the aforementioned time and place, Route 2024 was a two lane highway, with one lane running in a generally easterly direction and one lane running in a generally westerly direction.

9. At the aforementioned time and place, Plaintiff, Gary Arman, was lawfully and while using due care operating a vehicle in a generally westerly direction on Route 2024.

10. At the aforementioned time and place, the Defendant, Sheldon Lee Graham, III, was operating the motor vehicle owned by the Defendant, Graham Motors Used Cars, in a generally easterly direction on Route 2024.

11. At the aforementioned time and place, the Defendant, Sheldon Lee Graham, III, operated the vehicle owned by the Defendant, Graham Motors Used Cars, in such a reckless, careless and negligent manner so as to cause or allow the Defendants' vehicle to go onto the wrong side of the road and run into and strike the motor vehicle occupied by the Plaintiffs, causing Plaintiffs to sustain certain injuries and damages as are hereinafter more fully set forth.

12. All of the resultant losses, damages and injuries sustained by the Plaintiffs were a direct and proximate result of the negligence of the Defendant, Sheldon Lee

Graham, III, individually and/or acting as the agent, servant or employee of the Defendant, Graham Motors Used Cars, generally and in the following particulars:

- (a) In operating Defendants' vehicle at an excessive rate of speed; and/or
- (b) In operating Defendants' vehicle at an excessive rate of speed under the circumstances; and/or
- (c) In failing to watch the road in front of and to the side of Defendants' vehicle; and/or
- (d) In not looking or watching where Defendants' vehicle was being operated; and/or
- (e) In failing to have Defendants' vehicle under proper control; and/or
- (f) In failing to have the brakes and braking mechanism on Defendants' vehicle in proper working order and/or in failing to properly and promptly operate the brakes and braking mechanism; and/or
- (g) In failing to respect the rights of the Plaintiffs to the use of the highway; and/or
- (h) In that Defendants' vehicle was operated from the proper lane of traffic into the wrong lane of traffic as to cause Defendants' vehicle to run into, strike and collide with the vehicle occupied by the Plaintiffs; and/or
- (i) In that Defendants' vehicle was operated onto the wrong side of the highway; and/or
- (j) In failing to stop, slow down or turn aside Defendants' vehicle or to take any other action to avoid a collision; and/or
- (k) In operating Defendants' vehicle in such a reckless, careless and negligent manner so as to cause or allow Defendants' vehicle to go over onto the wrong side of the highway in the direction in which Defendants' vehicle was being operated and run into, strike and collide with the vehicle occupied by the Plaintiffs; and/or

- (l) In operating Defendants' vehicle in violation of the Pennsylvania Motor Vehicle Code in such cases made and provided; and/or
- (m) In operating Defendants' vehicle at an excessive rate of speed in view of conditions then and there existing on the highway; and/or
- (n) In failing to stay in the proper lane of travel; and/or
- (o) In failing to maintain a sharp lookout of the road and the condition of the road.

13. All of the resultant losses, damages and injuries sustained by the Plaintiffs

were a direct and proximate result of the negligence of the Defendant, Graham Motors Used Cars, acting by and through its agents, servants or employees, generally and in the following particulars:

- (a) In operating this Defendant's vehicle at an excessive rate of speed and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would operate the vehicle at an excessive rate of speed; and/or
- (b) In operating this Defendant's vehicle at an excessive rate of speed under the circumstances and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would operate the vehicle at an excessive rate of speed under the circumstances; and/or
- (c) In failing to watch the road in front of and to the side of this Defendant's vehicle and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would fail to watch the road in front of and to the side of this Defendant's vehicle; and/or
- (d) In not looking or watching where this Defendant's vehicle was being operated and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or

should have known would fail to look or watch where this Defendant's vehicle was being operated; and/or

- (e) In failing to have this Defendant's vehicle under proper control and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would fail to keep this Defendant's vehicle under proper control; and/or
- (f) In failing to have the brakes and braking mechanism on this Defendant's vehicle in proper working order and/or in failing to properly and promptly operate the brakes and braking mechanism and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would fail to properly and promptly operate the brakes and braking mechanism; and/or
- (g) In failing to respect the rights of the Plaintiffs to the use of the highway and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would fail to respect the rights of others, including the Plaintiffs to the use of the highway; and/or
- (h) In that this Defendant's vehicle was operated from the proper lane of traffic into the wrong lane of traffic as to cause the vehicle to run into, strike and collide with the vehicle occupied by the Plaintiffs; and/or
- (i) In that this Defendant's vehicle was operated on the wrong side of the highway; and/or
- (j) In failing to stop, slow down or turn aside this Defendant's vehicle or to take any other action to avoid a collision and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would fail to stop, slow down or turn aside this Defendant's vehicle or take any other action to avoid a collision; and/or
- (k) In operating this Defendant's vehicle in such a reckless, careless and negligent manner so as to cause or allow this Defendant's vehicle to go over onto the wrong side of the highway in the direction in which this Defendant's vehicle was being operated and run into, strike and collide with the vehicle occupied by the Plaintiffs and/or in negligently

entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would operate this Defendant's vehicle in such a reckless, careless and negligent manner so as to cause this Defendant's vehicle to go over onto the wrong side of the highway in which this Defendant's vehicle was being operated and run into, strike and collide with the vehicle occupied by the Plaintiffs; and/or

- (l) In operating this Defendant's vehicle in violation of the Pennsylvania Motor Vehicle Code and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would operate this Defendant's vehicle in violation of the Pennsylvania Motor Vehicle Code in such cases made and provided; and/or
- (m) In operating this Defendant's vehicle at an excessive rate of speed in view of conditions then and there existing on the highway and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would operate this Defendant's vehicle at an excessive rate of speed in view of the conditions existing on the highway; and/or
- (n) In failing to stay in the proper lane of travel and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would fail to stay in the proper lane of travel; and/or
- (o) In failing to maintain a sharp lookout of the road and the condition of the road and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would fail to maintain a sharp lookout of the road and the condition of the road; and/or
- (p) In operating this Defendant's vehicle in a careless, reckless and negligent manner and/or in negligently entrusting this Defendant's vehicle to a person that this Defendant knew or should have known would operate this Defendant's vehicle in a reckless, careless and negligent manner.

FIRST COUNT

**PAMELA ARMAN vs. SHELDON LEE GRAHAM, III,
individually and trading and doing business as
GRAHAM MOTORS USED CARS**

14. Pamela Arman, woman Plaintiff herein, incorporates by reference paragraphs 1 through 13, inclusive, with the same force and effect as though set forth at length herein.

15. As a result of the negligence of the Defendants and each of them, woman Plaintiff sustained injuries to her back, neck, right leg, and left ankle, and the muscles, ligaments, tissues, tendons and nerves in, about and extending from the aforementioned portions of her body were strained, torn and dislocated, all of which are or may be serious and permanent injuries.

16. As a result of her injuries, woman Plaintiff has suffered and may continue to suffer physical and mental anguish and pain, suffering and inconvenience.

17. As a result of her injuries, woman Plaintiff has suffered and may continue to suffer shock and injury to her nerves and nervous system and has suffered and may continue to suffer emotional distress.

18. As a result of her injuries, woman Plaintiff has been and/or may be deprived of the ordinary pleasures of life.

19. As a result of her injuries, woman Plaintiff has been and/or may be compelled to expend money for medical aid, medicines and the like.

20. As a result of her injuries, woman Plaintiff has been and/or may be compelled to abstain from carrying on her ordinary household duties.

21. As a result of her injuries, woman plaintiff's earning power has been and/or may be greatly reduced, diminished and lessened.

WHEREFORE, woman Plaintiff claims of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

SECOND COUNT

**GARY ARMAN, her husband vs. SHELDON LEE GRAHAM, III,
individually and trading and doing business as
GRAHAM MOTORS USED CARS**

22. Gary Arman, her husband, man Plaintiff herein, incorporates by reference paragraphs 1 through 13, inclusive, and paragraph 15, with the same force and effect as though set forth at length herein.

23. As a result of the injuries to the woman Plaintiff, man Plaintiff has been and/or may be compelled to expend money for medical aid, medicines and the like.

24. As a result of the injuries to the woman Plaintiff, man Plaintiff has been and/or may be compelled to expend money for hiring help to perform the household duties previously performed by his wife.

25. As a result of the injuries to the woman Plaintiff, man Plaintiff has been and/or may be deprived of his wife's aid, comfort, assistance, companionship and consortium.

WHEREFORE, man Plaintiff claims of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

THIRD COUNT

**GARY ARMAN, in his own right vs.
SHELDON LEE GRAHAM, III, individually and
trading and doing business as
GRAHAM MOTORS USED CARS**

26. Gary Arman, in his own right, man Plaintiff herein, incorporates by reference paragraphs 1 through 13, inclusive, with the same force and effect as though set forth at length herein.

27. As a result of the negligence of the Defendants and each of them, man Plaintiff sustained injuries to his neck, left hand, and back, and the muscles, ligaments, tissues, tendons and nerves in, about and extending from the aforementioned portions of his body were strained, torn and dislocated, all of which are or may be serious and permanent injuries.

28. As a result of his injuries, man Plaintiff has suffered and may continue to suffer physical and mental anguish and pain, suffering and inconvenience.

29. As a result of his injuries, man Plaintiff has suffered and may continue to suffer shock and injury to the nerves and nervous system and has suffered and may continue to suffer emotional distress.

30. As a result of his injuries, man Plaintiff has been and/or may be deprived of the ordinary pleasures of life.

31. As a result of his injuries, man Plaintiff has been and/or may be compelled to expend money for medical aid, medicines and the like.

32. As a result of his injuries, man Plaintiff's earning power has been and/or may be greatly reduced, diminished and lessened.

WHEREFORE, man Plaintiff claims of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

FOURTH COUNT

**PAMELA ARMAN, his wife vs. SHELDON LEE GRAHAM, III,
individually and trading and doing business as
GRAHAM MOTORS USED CARS**

33. Pamela Arman, his wife, woman Plaintiff herein, incorporates by reference paragraphs 1 through 13, inclusive, and paragraph 27, with the same force and effect as though set forth at length herein.

34. As a result of the injuries to the man Plaintiff, woman Plaintiff has been and/or may be compelled to expend money for medical aid, medicines and the like.

35. As a result of the injuries to the man Plaintiff, woman Plaintiff has been and/or may be compelled to expend money for hiring help to perform the household duties previously performed by her husband.

36. As a result of the injuries to the man Plaintiff, woman Plaintiff has been and/or may be deprived of her husband's aid, comfort, assistance, companionship and consortium.

WHEREFORE, woman Plaintiff claims of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

FIFTH COUNT

**BRIANNA ARMAN, a minor, by her guardian,
PAMELA ARMAN, vs. SHELDON LEE GRAHAM, III,
individually and trading and doing business as
GRAHAM MOTORS USED CARS**

37. Brianna Arman, a minor, minor Plaintiff herein, by her guardian, Pamela Arman, incorporates by reference paragraphs 1 through 13, inclusive, with the same force and effect as though set forth at length herein.

38. As a result of the negligence of the Defendants and each of them, minor Plaintiff sustained injuries to her head and neck, and the muscles, ligaments, tissues, tendons and nerves in, about and extending from the aforementioned portions of her body were strained, torn and dislocated, all of which are or may be serious and permanent injuries.

39. As a result of her injuries, minor Plaintiff has suffered and may continue to suffer physical and mental anguish and pain, suffering and inconvenience.

40. As a result of her injuries, minor Plaintiff has suffered and may continue to suffer shock and injury to her nerves and nervous system and has suffered and may continue to suffer emotional distress.

41. As a result of her injuries, minor Plaintiff has been and/or may be deprived of the ordinary pleasures of life.

42. As a result of her injuries, minor Plaintiff's schooling has been and/or may be greatly retarded.

43. As a result of her injuries, minor Plaintiff's earning power has been and/or may be greatly reduced, diminished and lessened.

WHEREFORE, minor Plaintiff by her guardian, claims of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

SIXTH COUNT

PAMELA ARMAN and GARY ARMAN, parents of the minor in their own right, vs. SHELDON LEE GRAHAM, III, individually and trading and doing business as GRAHAM MOTORS USED CARS

44. Pamela Arman and Gary Arman, parents of the minor, Plaintiffs herein, incorporate by reference paragraphs 1 through 13, inclusive, and paragraph 38, with the same force and effect as though set forth at length herein.

45. As a result of the injuries to the minor Plaintiff, the parents of the minor have been and/or may be compelled to expend money for medical aid, medicines and the like.

46. As a result of the injuries to the minor Plaintiff, the parents of the minor have been and/or may be deprived of the minor's earnings and services until the minor reaches majority.

WHEREFORE, Plaintiffs herein, parents of the minor, claim of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

SEVENTH COUNT

MEGHAN ARMAN vs. SHELDON LEE GRAHAM, III, individually and trading and doing business as GRAHAM MOTORS USED CARS

47. Meghan Arman, Plaintiff herein, incorporates by reference paragraphs 1 through 13, inclusive, with the same force and effect as though set forth at length herein.

48. As a result of the negligence of the Defendants and each of them, Meghan Arman, Plaintiff herein, sustained injuries to her left shoulder and left upper extremity, and the muscles, ligaments, tissues, tendons and nerves in, about and extending from the aforementioned portions of her body were strained, torn and dislocated, all of which are or may be serious and permanent injuries.

49. As a result of her injuries, Plaintiff, Meghan Arman, has suffered and may continue to suffer physical and mental anguish and pain, suffering and inconvenience.

50. As a result of her injuries, Plaintiff, Meghan Arman, has suffered and may continue to suffer shock and injury to her nerves and nervous system and has suffered and may continue to suffer emotional distress.

51. As a result of her injuries, Plaintiff, Meghan Arman, has been and/or may be deprived of the ordinary pleasures of life.

52. As a result of her injuries, Plaintiff, Meghan Arman, has been and/or may be compelled to expend money for medical aid, medicines and the like.

53. As a result of her injuries, Plaintiff Meghan Arman's earning power has been and/or may be greatly reduced, diminished and lessened.

WHEREFORE, Plaintiff, Meghan Arman claims of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

EIGHTH COUNT

**SEAN ARMAN vs. SHELDON LEE GRAHAM, III,
individually and trading and doing business as
GRAHAM MOTORS USED CARS**

54. Sean Arman, Plaintiff herein, incorporates by reference paragraphs 1 through 13, inclusive, with the same force and effect as though set forth at length herein.

55. As a result of the negligence of the Defendants and each of them, Plaintiff, Sean Arman, sustained injuries to his left thigh and left leg, and the muscles, ligaments, tissues, tendons and nerves in, about and extending from the aforementioned portions of his body were strained, torn and dislocated, all of which are or may be serious and permanent injuries.

56. As a result of his injuries, Plaintiff, Sean Arman, has suffered and may continue to suffer physical and mental anguish and pain, suffering and inconvenience.

57. As a result of his injuries, Plaintiff, Sean Arman, has suffered and may continue to suffer shock and injury to her nerves and nervous system and has suffered and may continue to suffer emotional distress.

58. As a result of his injuries, Plaintiff, Sean Arman, has been and/or may be deprived of the ordinary pleasures of life.

59. As a result of his injuries, Plaintiff, Sean Arman, has been and/or may be compelled to expend money for medical aid, medicines and the like.

60. As a result of his injuries, Plaintiff, Sean Arman's earning power has been and/or may be greatly reduced, diminished and lessened.

WHEREFORE, Plaintiff, Sean Arman, claims of the Defendants and each of them damages in a sum in excess of **TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.**

NINTH COUNT

**PAMELA ARMAN and GARY ARMAN, vs.
SHELDON LEE GRAHAM, III,
individually and trading and doing business as
GRAHAM MOTORS USED CARS**

61. Pamela Arman and Gary Arman, Plaintiffs herein, incorporate by reference paragraphs 1 through 13, inclusive, with the same force and effect as though set forth at length herein.

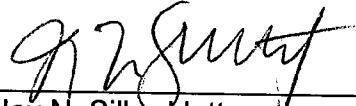
62. As a result of the aforesaid collision, Plaintiffs' motor vehicle was damaged and depreciated in value.

63. As a result of the aforesaid collision, Plaintiffs have been and/or may be put to expense to have Plaintiffs' motor vehicle repaired and has lost the use of the motor vehicle while it was being repaired.

64. As a result of the aforesaid collision, Plaintiffs have been put to the expense to rent a vehicle while Plaintiffs' vehicle was being repaired.

WHEREFORE, Plaintiffs claim of the Defendants and each of them damages in a sum not in excess of **TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS.**

SILBERBLATT MERMELSTEIN, P.C.

By 

Jay N. Silberblatt
Counsel for Plaintiffs
2904 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219
(412) 232-0580

Dated: 10/25/04

I:\JNS\General\03114\COMPLAINT.doc

VERIFICATION

I verify that the statements made in this **Complaint in Civil Action** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **§4904** relating to unsworn falsification to authorities.

Date: Oct 15, 04

Pamela Arman
Pamela Arman

VERIFICATION

I verify that the statements made in this **Complaint in Civil Action** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

Date: 10/15/04

Gary Arman
Gary Arman

VERIFICATION

I verify that the statements made in this **Complaint in Civil Action** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

Date: Oct 15, 2004



Pamela Arman, Guardian of
Brianna Arman, a minor

VERIFICATION

I verify that the statements made in this **Complaint in Civil Action** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

Date: 10 - 21 - 04

Meghan Arman
Meghan Arman

VERIFICATION

I verify that the statements made in this **Complaint in Civil Action** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

Date: 10-20-04

Sean Arman
Sean Arman

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PAMELA ARMAN and GARY
ARMAN, her husband,
and
GARY ARMAN, in his own right
and PAMELA ARMAN, his wife,
and
BRIANNA ARMAN, a minor, by
her guardian, PAMELA ARMAN,
and PAMELA ARMAN AND GARY
ARMAN, Parents of the minor in
their own right,
and
MEGHAN ARMAN,
and
SEAN ARMAN,
and
GARY ARMAN and PAMELA
ARMAN,
Plaintiffs

-vs-

SHELDON LEE GRAHAM, III,
Individually and trading and
doing business as GRAHAM
MOTORS USED CARS,
Defendants

Type of Case: Civil Action
No. 2004-01696-CD
Type of Pleading:
Praecipe for
Entry of Appearance
Filed on Behalf of:
Defendant
Counsel of Record for This
Party:
Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED
NOV 15 2004
M 10:37 AM NOCC

NOV 15 2004

WILLIAM J. PROTHCO, JR.
Prothonotary

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

PAMELA ARMAN and GARY
ARMAN, her husband,
and
GARY ARMAN, in his own right
and PAMELA ARMAN, his wife,
and
BRIANNA ARMAN, a minor, by
her guardian, PAMELA ARMAN,
and PAMELA ARMAN AND GARY
ARMAN, Parents of the minor in
their own right,
and
MEGHAN ARMAN,
and
SEAN ARMAN,
and
GARY ARMAN and PAMELA
ARMAN,

Plaintiffs

No. 2004-01696-CD

-vs-

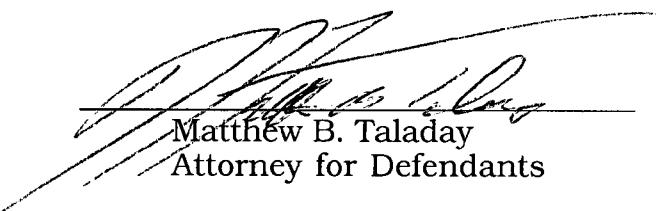
SHELDON LEE GRAHAM, III,
Individually and trading and
doing business as GRAHAM
MOTORS USED CARS,
Defendants

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Kindly enter my appearance for the Defendants, Sheldon
Lee Graham, III, Individually and trading and doing business as
Graham Motors Used Cars, in the above captioned matter.

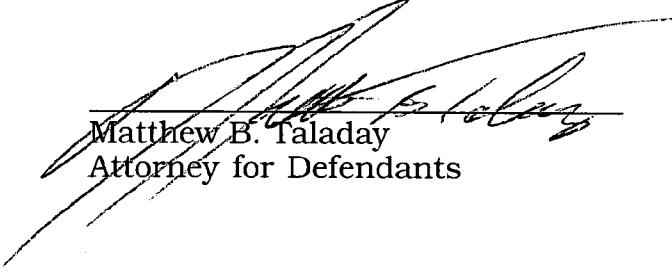
Dated: November 11, 2004


Matthew B. Taladay
Attorney for Defendants

CERTIFICATE OF SERVICE

I certify that on the 11th day of November, 2004, a true and correct copy of Defendants' Praeclipe for Entry of Appearance was sent via first class mail, postage prepaid, to the following:

Jay N. Silberblatt, Esq.
Attorney for Plaintiffs
Silberblatt Mermelstein, P.C.
2904 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219


Matthew B. Taladay
Attorney for Defendants

In The Court of Common Pleas of Clearfield County, Pennsylvania

ARMAN, PAMELA & GARY

VS.

GRAHAM, SHELDON LEE, III ind. & t/d/b/a GRAHAM MOTORS USED CARS

Sheriff Docket # 16542

04-1696-CD

COMPLAINT

SHERIFF RETURNS

NOW NOVEMBER 2, 2004 AT 11:15 AM SERVED THE WITHIN COMPLAINT ON SHELDON LEE GRAHAM III Ind & t/d/b/a GRAHAM MOTORS USED CARS, DEFENDANT AT EMPLOYMENT, 12 MOTOR CITY DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHELDON LEE GRAHAM III A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: HUNTER

Return Costs

Cost	Description
20.00	SHERIFF HAWKINS PAID BY: ATTY CK# 4214
10.00	SURCHARGE PAID BY: ATTY CK# 4215

Sworn to Before Me This

20th Day Of Nov. 2004

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2005
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
My Marilyn Hamr
Chester A. Hawkins
Sheriff

FILED *86K*
09-30-04
NOV 30 2004

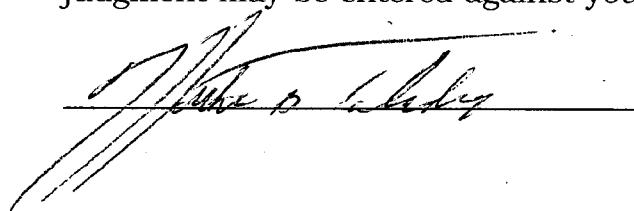
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PAMELA ARMAN and GARY ARMAN, her husband,
and
GARY ARMAN, in his own right
and PAMELA ARMAN, his wife,
and
BRIANNA ARMAN, a minor, by
her guardian, PAMELA ARMAN,
and PAMELA ARMAN AND GARY ARMAN, Parents of the minor in
their own right,
and
MEGHAN ARMAN,
and
SEAN ARMAN,
and
GARY ARMAN and PAMELA ARMAN,
Plaintiffs
-vs-
SHELDON LEE GRAHAM, III,
Individually and trading and
doing business as GRAHAM MOTORS USED CARS,
Defendants

Type of Case: Civil Action
No. 2004-01696-CD
Type of Pleading:
Answer and New Matter
Filed on Behalf of:
Defendants
Counsel of Record for This Party:
Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

You are hereby notified to plead to the within pleading within twenty (20) days of service thereof or default judgment may be entered against you.



FILED
m 11/16/04
NO CC
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William A. Shaw
Prothonotary/Clerk of Courts

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

PAMELA ARMAN and GARY
ARMAN, her husband,
and
GARY ARMAN, in his own right
and PAMELA ARMAN, his wife,
and
BRIANNA ARMAN, a minor, by
her guardian, PAMELA ARMAN,
and PAMELA ARMAN AND GARY
ARMAN, Parents of the minor in
their own right,
and
MEGHAN ARMAN,
and
SEAN ARMAN,
and
GARY ARMAN and PAMELA
ARMAN,
Plaintiffs

No. 2004-01696-CD

-vs-

SHELDON LEE GRAHAM, III,
Individually and trading and
doing business as GRAHAM
MOTORS USED CARS,
Defendants

ANSWER

AND NOW, comes the Defendant Sheldon Lee Graham, III,
and hereby responds to Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted in part and denied in part. It is admitted
that Defendant Sheldon Lee Graham, III is a resident of Clearfield,
Clearfield County, Pennsylvania and further admitted that on

November 10, 2002 he was the operator of a motor vehicle owned by Graham Motors Used Cars which collided with a vehicle in which the Plaintiffs were occupants.

3. Upon information and belief, Defendant Sheldon Lee Graham, III admits that Graham Motors Used Cars is the unregistered fictitious name of a business located at 12 Motor City Drive in the City of Clearfield. By way of further answer, it is averred that this Defendant is not employed by or an agent of Defendant Graham Motors Used Cars and is therefore not authorized or qualified to respond on behalf of this entity.

4. Denied. At the time of this incident, Defendant Sheldon Lee Graham, III was operating a vehicle owned by Graham Motors Used Cars with the permission of his father, Sheldon Lee Graham, Jr., who is the proprietor of the business. The operation of this vehicle was solely for the personal purposes of Sheldon Lee Graham, III in attending church services.

5. Admitted.

6. Admitted in part and denied in part. It is admitted that Sheldon Lee Graham, III at the time of the accident was acting individually. It is denied that Sheldon Lee Graham, III was acting as an agent, servant or employee of Graham Motors Used Cars.

7. Admitted.

8. Admitted.

9. Upon information and belief, admitted.

10. Admitted.

11. Denied as stated. It is admitted that Defendant Sheldon Lee Graham, III is responsible for causing an accident in

which the car he was operating collided with the vehicle in which the Plaintiffs were occupants.

12. Denied as stated. Defendant Sheldon Lee Graham, III admits legal responsibility for the accident which is the subject matter of Plaintiffs' Complaint. The specific allegations of negligence as set forth in Plaintiffs' Complaint are denied pursuant to Pa.R.C.P. Rule 1029(e). With regard to the Plaintiffs' claims of damages, after reasonable investigation, the responding Defendant is without information sufficient to form a belief as to the truth of these allegations, therefore, they are denied and strict proof is demanded at the time of trial.

13. Denied. Defendant Sheldon Lee Graham, III denies at any time acting as an agent, servant or employee of Graham Motors Used Cars, and further denies the specific allegations of negligence set forth in paragraph 13 pursuant to Pa.R.C.P. Rule 1029(d). With regard to the Plaintiffs' claims of damages, after reasonable investigation, the responding Defendant is without information sufficient to form a belief as to the truth of these allegations, therefore, they are denied and strict proof is demanded at the time of trial.

FIRST COUNT

**Pamela Arman vs. Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

14. Sheldon Lee Graham, III incorporates by reference his responses to paragraphs 1 through 13, inclusive, as if set forth in full herein.

15. - 21. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in First Count, paragraphs 14 - 21, therefore the same are denied and strict proof is demanded at the time of trial.

SECOND COUNT

**Gary Arman, her husband vs. Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

22. Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive of his answer herein and paragraph 14 and 15 as if set forth at length herein.

23. - 25. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in Second Count, paragraphs 22 - 25, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

THIRD COUNT

**Gary Arman, in his own right vs. Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

26. Defendant Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive, of his Answer herein as if set forth at length herein.

27. - 32. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the

truth of the allegations set forth in Second Count, paragraphs 27 - 32, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

FOURTH COUNT

**Pamela Arman, his wife vs. Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

33. Defendant Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive, of his Answer herein as if set forth at length herein.

34. - 36. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in Second Count, paragraphs 33 - 36, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

FIFTH COUNT

**Brianna Arman, a minor, by her guardian, Pamela Arman vs.
Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

37. Defendant Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive, of his Answer herein as if set forth at length herein.

38. - 43. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in Second Count, paragraphs 38 - 43, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

SIXTH COUNT

**Pamela Arman and Gary Arman, parents of the minor
in their own right vs.
Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

44. Defendant Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive, of his Answer herein as if set forth at length herein.

45. - 46. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in Second Count, paragraphs 45 - 46, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

SEVENTH COUNT

**Meghan Arman vs. Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

47. Defendant Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive, of his Answer herein as if set forth at length herein.

48. - 53. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in Second Count, paragraphs 48 - 53, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

EIGHTH COUNT

**Sean Arman vs. Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

54. Defendant Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive, of his Answer herein as if set forth at length herein.

55. - 60. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in Second Count, paragraphs 55 - 60, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

NINTH COUNT

**Pamela Arman and Gary Arman vs. Sheldon Lee Graham, III,
Individually and trading and doing business as
Graham Motors Used Cars**

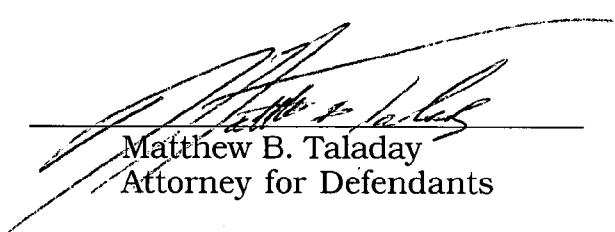
61. Defendant Sheldon Lee Graham, III incorporates by reference paragraphs 1 through 13, inclusive, of his Answer herein as if set forth at length herein.

62. - 64. After reasonable investigation, Sheldon Lee Graham, III is without information sufficient to form a belief as to the truth of the allegations set forth in Second Count, paragraphs 62 - 64, therefore the same are denied and strict proof is demanded at the time of trial.

WHEREFORE, Defendant Sheldon Lee Graham, III demands judgment in his favor.

NEW MATTER

65. The claims of each of the Plaintiffs are barred or limited by the application of the Pennsylvania Motor Vehicle Financial Responsibility Law.


Matthew B. Taladay
Attorney for Defendants

VERIFICATION

I, **Sheldon Lee Graham, III**, do hereby verify that I have read the foregoing Answer & New Matter. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

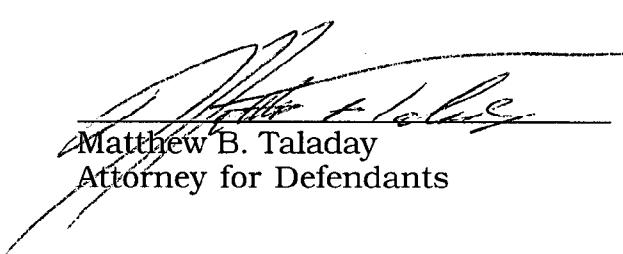
Date: 11-29-04

Sheldon Lee Graham III
Sheldon Lee Graham, III

CERTIFICATE OF SERVICE

I certify that on the 2nd day of December, 2004, a true and correct copy of Defendants' Answer was sent via first class mail, postage prepaid, to the following:

Jay N. Silberblatt, Esq.
Attorney for Plaintiffs
Silberblatt Mermelstein, P.C.
2904 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219


Matthew B. Taladay
Attorney for Defendants

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

PAMELA ARMAN and GARY ARMAN, her husband, and GARY ARMAN, in his own right and PAMELA ARMAN, his wife, and BRIANNA ARMAN, a minor, by her guardian, PAMELA ARMAN, and PAMELA ARMAN AND GARY ARMAN, Parents of the minor in their own right, and MEGHAN ARMAN, and SEAN ARMAN, and GARY ARMAN and PAMELA ARMAN,	:	Type of Case: Civil Action No. 2004-01696-CD
Plaintiffs	:	Type of Pleading: Stipulation and Order to Amend Case Caption
-vs-	:	Filed on Behalf of: Defendant
SHELDON LEE GRAHAM, III, Individually and trading and doing business as GRAHAM MOTORS USED CARS, Defendants	:	Counsel of Record for This Party: Matthew B. Taladay, Esq. Supreme Court No. 49663 Hanak, Guido and Taladay 498 Jeffers Street P.O. Box 487 DuBois, PA 15801 (814) 371-7768

FILED *cc*
01/10/2005 *Atty Taladay*
JAN 21 2005 *61c*
William A. Shew
Prothonotary/Clerk of Courts

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

PAMELA ARMAN and GARY ARMAN, her husband, and	:
GARY ARMAN, in his own right and PAMELA ARMAN, his wife, and	:
BRIANNA ARMAN, a minor, by her guardian, PAMELA ARMAN, and PAMELA ARMAN AND GARY ARMAN, Parents of the minor in their own right, and	:
MEGHAN ARMAN, and	No. 2004-01696-CD
SEAN ARMAN, and	:
GARY ARMAN and PAMELA ARMAN,	:
Plaintiffs	:
 -vs-	
SHELDON LEE GRAHAM, III, Individually and trading and doing business as GRAHAM MOTORS USED CARS, Defendants	:

STIPULATION AND ORDER TO AMEND CASE CAPTION

By stipulation of the parties, through their undersigned
counsel of record, the case caption in the above matter is hereby
amended to the following:

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

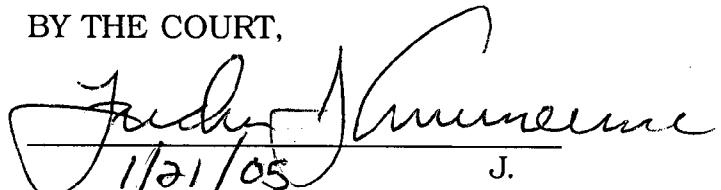
PAMELA ARMAN and GARY
ARMAN, her husband,
and
GARY ARMAN, in his own right
and PAMELA ARMAN, his wife,
and
BRIANNA ARMAN, a minor, by
her guardian, PAMELA ARMAN,
and PAMELA ARMAN AND GARY
ARMAN, Parents of the minor in
their own right,
and
MEGHAN ARMAN,
and
SEAN ARMAN,
and
GARY ARMAN and PAMELA
ARMAN,
Plaintiffs

No. 2004-01696-CD

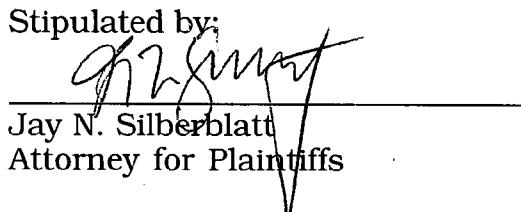
-vs-

SHELDON LEE GRAHAM, III,
Defendant

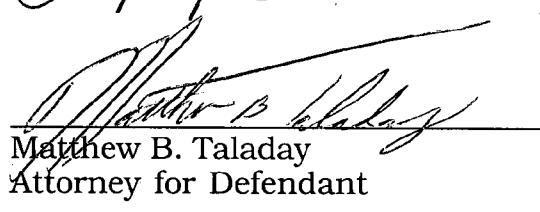
BY THE COURT,


1/21/05 J.

Stipulated by:



Jay N. Silberblatt
Attorney for Plaintiffs



Matthew B. Taladay
Attorney for Defendant

THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAMELA ARMAN and GARY ARMAN,
her husband ,

and

GARY ARMAN, in his own right and
PAMELA ARMAN, his wife,

and

BRIANNA ARMAN, a minor, by her
guardian, PAMELA ARMAN, and PAMELA
ARMAN AND GARY ARMAN, parents of
the minor in their own right,

and

MEGHAN ARMAN,

and

SEAN ARMAN,

and

GARY ARMAN and PAMELA ARMAN,

Plaintiffs,

vs.

SHELDON LEE GRAHAM, III,

Defendants.

CIVIL DIVISION

NO. 2004-01696-CD

**PLAINTIFFS' REPLY TO THE
DEFENDANTS' NEW MATTER**

Filed on behalf of Plaintiffs

Counsel of Record for these Parties:

JAY N. SILBERBLATT, ESQUIRE
Pa. I.D. #32253

SILBERBLATT MERMELSTEIN, P.C.
Firm #645
2904 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219

(412) 232-0580

FILED *6/6*
m 10 15 2007 NO CC
FEB 07 2005

William A. Shaw
Prothonotary/Clerk of Courts

**PLAINTIFFS' REPLY TO
DEFENDANTS' NEW MATTER**

AND NOW, come the Plaintiffs, by their attorneys, Jay N. Silberblatt, Esquire and the law firm of Silberblatt Mermelstein, P.C. and present the within Reply to Defendants' New Matter and in pursuance thereof, respectfully represents as follows:

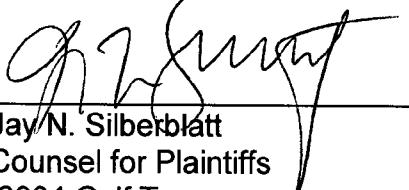
65. The allegations contained in Paragraph 65 of the Defendants' New Matter are conclusions of law to which no reply is required in accordance with the Pennsylvania Rules of Civil Procedure. To the extent that a reply may be necessary, the allegations contained therein are specifically denied and strict proof thereof is demanded at the time of trial. By way of further answer, the Plaintiffs claims are neither barred nor limited by the Pennsylvania Motor Vehicle Financial Responsibility Law inasmuch as the Plaintiffs are residents of the State of Ohio and have insurance policies issued to them pursuant to the laws thereof.

WHEREFORE, the Plaintiffs respectfully request this Honorable Court to dismiss the Defendants' New Matter and enter judgment in favor of the Plaintiffs and against the Defendants.

Respectfully submitted,

SILBERBLATT MERTELSTEIN, P.C.

By _____


Jay N. Silberblatt
Counsel for Plaintiffs
2904 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219
(412) 232-0580

Dated: 2/4/05

VERIFICATION

I verify that the statements made in this **Reply to New Matter** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

Date: 1-021-05


Pamela Arman
Pamela Arman

VERIFICATION

I verify that the statements made in this **Reply to New Matter** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

Date: 2/1/05


Gary Arman

VERIFICATION

I verify that the statements made in this **Reply to New Matter** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

Date: 1-21-05

Pamela Arman
Pamela Arman, Guardian of
Brianna Arman, a minor

VERIFICATION

I verify that the statements made in this **Reply to New Matter** are true and correct to the best of my knowledge or information and belief. I understand that false statements herein are subject to the penalties of 18 Pa.C.S. **S4904** relating to unsworn falsification to authorities.

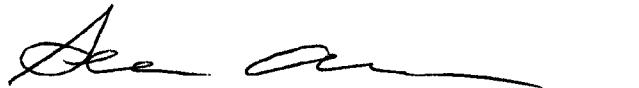
Date: 1-30-05

Meghan Arman
Meghan Arman

VERIFICATION

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

Date: 1-30-05



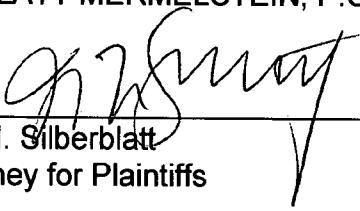
Sean Arman

CERTIFICATE OF SERVICE

I, Jay N. Silberblatt, Esquire, counsel for the Plaintiffs in the within matter, do hereby certify that a true and correct copy of the **Plaintiff's Reply to Defendants' New Matter** was mailed by first class mail, postage prepaid, on the 4 day of Feb, 2005 to the following person:

**Matthew B. Taladay, Esquire
Hanak, Guido and Taladay
498 Jeffers Street
P.O. Box 487
DuBois, PA 15801
Attorney for Defendants**

SILBERBLATT MERMELSTEIN, P.C.

By 

**Jay N. Silberblatt
Attorney for Plaintiffs**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAMELA ARMAN and GARY ARMAN, CIVIL DIVISION
her husband , and NO. 2004-01696-CD
and GARY ARMAN, in his own right and
PAMELA ARMAN, his wife, and
BRIANNA ARMAN, a minor, by her
guardian, PAMELA ARMAN, and PAMELA
ARMAN AND GARY ARMAN, parents of
the minor in their own right,
and
MEGHAN ARMAN,
and
SEAN ARMAN,
and
GARY ARMAN and PAMELA ARMAN,
Plaintiffs,
vs.
SHELDON LEE GRAHAM, III, (412) 232-0580
Defendants.

**PRAECIPE TO SETTLE
AND DISCONTINUE**

Filed on behalf of Plaintiffs

Counsel of Record for these Parties:

JAY N. SILBERBLATT, ESQUIRE
Pa. I.D. #32253

SILBERBLATT MERMELSTEIN, P.C.
Firm #645
2904 Gulf Tower
707 Grant Street
Pittsburgh, PA 15219

FILED @
110:410 Cert. of Disc.
JUL 25 2005
to Atty
William A. Shaw
Prothonotary/Clerk of Courts
Copy to CIA

PRAECIPE TO SETTLE AND DISCONTINUE

TO: **WILLIAM A. SHAW, PROTHONOTARY**

SIR:

Please settle and discontinue the within-captioned case and mark it off the docket or satisfy the Verdict, Award or Judgment.

(XXX) Attorney for Plaintiffs;
(XXX) Prothonotary Settle and Discontinue with Issue Costs; and
() Certificate.

SILBERBLATT MERMELSTEIN, P.C.

By



Jay N. Silberblatt
Attorneys for Plaintiffs

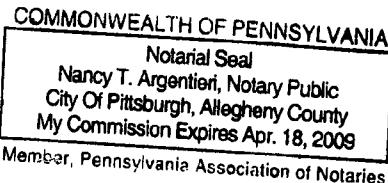
DATE: _____

PROTHONOTARY COSTS: _____

SWORN to and subscribed before me

this 22 day of July, 2005.

Nancy T. Argentieri
NOTARY PUBLIC



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

 COPY

CIVIL DIVISION

**Pamela Arman
Gary Arman
Brianna Arman
Meghan Arman
Sean Arman**

Vs.

No. 2004-01696-CD

**Sheldon Lee Graham III
Graham Motors Used Cars**

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 July 25, 2005, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by Jay N. Silberblatt, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 25th day of July A.D. 2005.

William A. Shaw, Prothonotary