

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07- *612* -C.D.

) Type of Case:

) Type of Pleading: PRAECIPE FOR
) ISSUANCE OF WRIT OF SUMMONS

) Filed on Behalf of:
) PLAINTIFF

) Counsel of Record:
) BENJAMIN S. BLAKLEY, III, ESQ.

) Supreme Court no. 26331

) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, Pa 15801
) (814) 371-2730

FILED *1cc & 1 writ*
mb: 5/3/07 to Atty
APR 19 2007
Atty pd. 85.00
William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC,	)	NO. 07-	-C.D.
)		
)		
Plaintiff,)		
)		
vs.)		
)		
PERFECTEMP REFRIGERATION SERVICE, INC.,)		
)		
)		
Defendant.)		

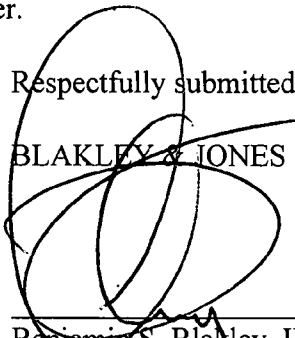
PRAECIPE FOR ISSUANCE OF WRIT OF SUMMONS

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

Please issue a Writ of Summons against Defendant, PERFECTEMP REFRIGERATION SERVICE, INC., P. O. Box 129, 869 Water Street, Shoemakersville, Berks County, Pennsylvania, in the above-captioned matter.

Respectfully submitted,

BLAKLEY & JONES


Benjamin S. Blakley, III
Attorney for Plaintiff

FILED

APR 19 2007

William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

SUMMONS

**K. Doyle Dressler, t/d/b/a
D & D Electric**

Vs.

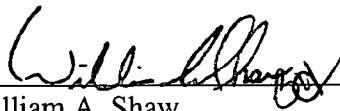
NO.: 2007-00612-CD

Perfectemp Refrigeration Service, Inc.

TO: PERFECTEMP REFRIGERATION SERVICE, INC.

To the above named Defendant(s) you are hereby notified that the above named Plaintiff(s) has/have commenced a Civil Action against you.

Date: 04/19/2007



William A. Shaw
Prothonotary

Issuing Attorney:

Benjamin S. Blakley III
90 Beaver Drive, Box 6
DuBois, PA 15801
(814) 371-2730

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.

)

) Type of Case:

)

) Type of Pleading: COMPLAINT

)

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

)

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, Pa 15801

) (814) 371-2730

FILED

JUL 16 2007

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William A. Shaw

Prothonotary/Clerk of Courts

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(6R)

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

NOTICE TO DEFEND

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 IS 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 AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT REQUESTED BY 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.

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

COMPLAINT

AND NOW, comes, Plaintiff, K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC, by and through his attorneys, BLAKLEY & JONES, and files the following Complaint against Defendant, PERFECTEMP REFRIGERATION SERVICE, INC. and in support thereof the following is averred:

1. Plaintiff is K. Doyle Dressler, t/d/b/a D & D Electric, with its principle place of business being located at P. O. Box 764, DuBois, Clearfield County, Pennsylvania.
2. Defendant is Perfectemp Refrigeration Services, Inc., a Pennsylvania corporation, having its principle place of business at P. O. Box 129, 869 Water Street, Shoemakersville, Berks County, Pennsylvania.
3. At all times material hereto, Plaintiff is in the business of electric construction and wiring, among other endeavors.
4. At all times material hereto, the Defendant was in the business of sale and installation of refrigeration equipment.

5. During January 2007, the Defendant contacted the Plaintiff at the Plaintiff's place of business in DuBois, Clearfield County, Pennsylvania, and requested that the Plaintiff provide electrical construction and wiring at the site of a construction of a Wal-Mart store in Lewisburg, Pennsylvania, with the Plaintiff being asked to install necessary wiring and to make final electrical connections to the refrigeration cases at said Wal-Mart, Lewisburg, Pennsylvania, location.

6. The parties agreed that the Plaintiff would charge the Defendant for time and materials used during the course of the Plaintiff's construction at the Wal-Mart site, and in addition, would charge the Defendant for lodging and meals incurred by the Plaintiff's workers and mileage charges to and from DuBois, Pennsylvania, at the rate of sixty-five (.65) cents per mile, all of which was accepted by the Defendant.

7. The Plaintiff performed in furtherance of its obligations during the period of time of January 15, 2007 through February 3, 2007, during which time the Plaintiff supplied four (4) men to perform the installation and wiring and to make the final connections of the refrigeration units as requested by the Defendant.

8. During the course of Plaintiff's construction at the aforesaid Wal-Mart site, Plaintiff did bill the Defendant a progress billing of \$10,800.00, the same being shown by invoice marked Exhibit "A" and attached hereto.

9. On February 3, 2007, the Plaintiff did present the Defendant with a second progress billing of \$18,000.00, said payment being due February 13, 2007, a copy of said billing is attached hereto and marked Exhibit "B".

10. At the conclusion of the Plaintiff's work at the Wal-Mart, Lewisburg site, the Plaintiff did present the Defendant with a third progress billing showing charges of \$12,236.82. A copy of said billing is attached hereto and marked Exhibit "C".

11. The Defendant has made but one payment to the Plaintiff in the amount of \$10,800.00, leaving an outstanding balance due to the Plaintiff for work performed at the special insistence of the Defendant of \$30,236.82.

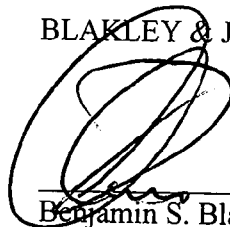
12. Despite repeated requests for payment of same, the Defendant has failed and refused to make payment to the Plaintiff as requested.

13. The actions of the Defendant in failing to pay the Plaintiff for labor and materials, mileage, lodging and meals expended by and incurred by the Plaintiff are in breach of the parties oral agreement of January, 2007.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$30,236.82, together with interest from February 13, 2007, and costs of suit.

Respectfully submitted,

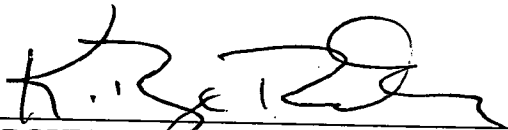
BLAKLEY & JONES

A handwritten signature in black ink, appearing to read 'Benjamin S. Blakley, III', is written over a horizontal line.

Benjamin S. Blakley, III
Attorney for Plaintiff

VERIFICATION

I, **K. DOYLE DRESSLER**, t/d/b/a **D & D ELECTRIC** hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


K. DOYLE DRESSLER

Dated: 07-11-07

Electrical Construction
Home Automation
Security & Fire Alarm Systems



Control Wiring
Telephone, Paging & Sound Systems
Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 1

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

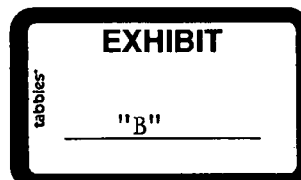
Invoice#: 200410764
Invoice Date: 02/03/2007
Due Date: 02/13/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:
PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
M176	PROGRESS BILLING	1.00	18,000.00 E	18,000.00
Misc Charges :				18,000.00
Total Due				18,000.00

Terms: Net Due 10 Days



Electrical Construction
Home Automation
Security & Fire Alarm Systems



Control Wiring
Telephone, Paging & Sound Systems
Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 1

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

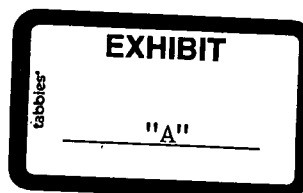
Invoice#: 200410748
Invoice Date: 01/22/2007
Due Date: 02/01/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:
PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
M176	PROGRESS BILLING	1.00	10,800.00 E	10,800.00
Misc Charges :				10,800.00
Total Due				\$10,800.00

Terms: Net Due 10 Days



Electrical Construction
Home Automation
Security & Fire Alarm Systems



Control Wiring
Telephone, Paging & Sound Systems
Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 2

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

Invoice#: 200410767
Invoice Date: 02/03/2007
Due Date: 02/13/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:
PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
T100	#6 THHN WIRE	1,000.00	382.22 M	382.22
T101	#8 THHN WIRE	560.00	253.30 M	141.85
T102	#12 THHN STR WIRE	3,000.00	99.95 M	299.84
T103	#10 THHN STR WIRE	2,000.00	153.88 M	307.75
T104	1" EMT	580.00	55.35 C	321.00
T105	3/4" EMT	500.00	32.45 C	162.26
T106	1" EMT CONNECTOR SS STEEL	67.00	0.46 E	30.82
T107	3/4" EMT CONNECTOR SS STEEL	47.00	0.23 E	10.81
T108	1" EMT COUPLER SS STEEL	36.00	0.42 E	15.12
T109	3/4" EMT COUPLER SS STEEL	60.00	0.30 E	18.00
T110	1" EMT 1 HOLE STRAP	106.00	0.11 E	11.66
T111	3/4" EMT 1 HOLE STRAP	55.00	0.07 E	3.85
T112	3/4" LIQ CONN ST	80.00	2.00 E	160.00
T113	3/4" LIQ CONN 45	6.00	2.54 E	15.24
T114	1" LIQ CONN ST	4.00	2.65 E	10.60
T115	1" LIQ CONN 45	4.00	4.24 E	16.96
T116	1" LIQ COND	20.00	90.75 C	18.15
T117	3/4" LIQ COND	750.00	64.15 C	481.16
T118	8 X 8 X 6 SC PULL BOX	1.00	14.64 E	14.64
T119	#2 SPLIT BOLT CONNECTOR	78.00	2.09 E	163.02
T120	RUBBER TAPE, ROLL	6.00	1.74 E	10.44
T121	BLACK TAPE, ROLL	10.00	1.51 E	15.10
T122	RED TAPE, ROLL	4.00	1.51 E	6.04
T123	BLUE TAPE, ROLL	4.00	1.51 E	6.04
T124	WHITE TAPE, ROLL	6.00	1.51 E	9.06
T125	YELLOW TAPE, ROLL	2.00	1.51 E	3.02
T126	GROUNDDED DUPLEX RECEPT	1.00	1.82 E	1.82
T127	1 GANG PLASTIC COVER	1.00	0.48 E	0.48
T128	1 GANG FS BOX	1.00	4.24 E	4.24
T129	BLUE WIRENUT, BAG	2.00	14.68 E	29.36
T130	TAN WIRENUTS, BAG	2.00	42.35 E	84.70
T131	2 GANG FS BOX	7.00	8.64 E	60.48

CONTINUED

EXHIBIT

"C"

Electrical Construction
Home Automation
Security & Fire Alarm Systems



Control Wiring
Telephone, Paging & Sound Systems
Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 2 of 2

Job: LEWISBURG, PA - WALMART
Job#: CA031

Invoice#: 200410767

Item	Description	Qty	Price	Total
T132	2 GANG FS BOX COVER	7.00	2.54 E	17.78
T133	4-11/16" EXT RING	1.00	5.69 E	5.69
T134	4-11/16" COVER	1.00	1.16 E	1.16
T135	WIRE MARKER, BOOK	10.00	14.50 E	145.00
T136	WIRE TIE, BAG	2.00	60.38 E	120.76
7400	Misc. Material - Online Services	1.00	212.54 E	212.54
Material :				3,318.67
L100	Electrician - Manhours	673.50	45.00 H	30,307.50
Labor :				30,307.50
M192	Mileage	10,624.00	0.65 E	6,905.60
M176	Lodging & Meals	1.00	505.05 E	505.05
Misc Charges :				7,410.65
C101	Prior Payment	1.00	-10,800.00 E	-10,800.00
C102	Prior Billing	1.00	-18,000.00 E	-18,000.00
Credits :				-28,800.00
Total Due				\$12,236.82

Terms: Net Due 10 Days

File Copy

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

K. DOYLE DRESSLER, t/d/b/a D&D : CIVIL ACTION - LAW
ELECTRIC, :
Plaintiff : No. 07-612 - C.D.
: Type of Case:
vs. : Type of Pleading: N/A
PERFECTEMP REFRIGERATION : Filed on Behalf of:
SERVICE, INC., : DEFENDANT
Defendant : Counsel of Record:
: LAWRENCE J. VALERIANO JR., ESQ.
: Supreme Court No. 49595
: ESSIG, VALERIANO & FUDEMAN, P.C.
: 1100 Berkshire Blvd., Suite 101
: Wyomissing, PA 19610
: (610) 376-7252

PRAECIPE FOR ENTRY OF APPEARANCE

TO THE PROTHONOTARY: Enter our appearance for Perfectemp Refrigeration Service, Inc., defendant in the above case, and we designate 1100 Berkshire Boulevard, Suite 101, Wyomissing, PA 19610 as the place where papers, process, and notices may be served.

Essig, Valeriano & Fudeman, P.C.

Date:

August 2, 2007

By:

Lawrence J. Valeriano Jr.
Lawrence J. Valeriano Jr., Esq.
Attorney for Defendant

FILED No CC
m/12:40/BL
AUG 06 2007 @

William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D&D
ELECTRIC,

Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant

: No. 07-612 - C.D.

:

:

:

: Type of Case:

:

: Type of Pleading: ANSWER WITH

: NEW MATTER

:

: Filed on Behalf of:

: DEFENDANT

:

: Counsel of Record:

: LAWRENCE J. VALERIANO JR., ESQ.

:

: Supreme Court No. 49595

:

: ESSIG, VALERIANO & FUDEMAN, P.C.

: 1100 Berkshire Blvd., Suite 101

: Wyomissing, PA 19610

: (610) 376-7252

FILED 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 - LAW

K. DOYLE DRESSLER, t/d/b/a D&D
ELECTRIC,

Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant

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: NO. 07-612 - C.D.
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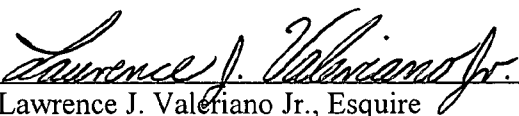
NOTICE TO PLEAD

To: K. Doyle Dressler, t/d/b/a D&D Electric

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

Essig, Valeriano & Fudeman, P.C.

By:



Lawrence J. Valeriano Jr., Esquire
Identification No. 49595
1100 Berkshire Blvd., Suite 101
Wyomissing, PA 19610
(610) 376-7252
Counsel for Defendant

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

K. DOYLE DRESSLER, t/d/b/a D&D ELECTRIC,	:
	:
	:
Plaintiff	:
	:
vs.	: NO. 07-612 - C.D.
	:
PERFECTEMP REFRIGERATION SERVICE, INC.,	:
	:
	:
Defendant	:

ANSWER TO COMPLAINT

1. Admitted upon representation of the Plaintiff.
2. Admitted; however, the address stated is its principal place of business.
3. Admitted upon representation of the Plaintiff.
4. Admitted.
5. Admitted in part. Denied in part. In or about January of 2007, the Defendant's representative, Todd Buchanan, contacted the Plaintiff's son and authorized representative, Eric Dressler, on Mr. Dressler's cell phone. Mr. Buchanan asked Mr. Dressler whether the Plaintiff could perform the job of making the final electrical connections to the refrigeration cases which the Defendant had installed at the Wal-Mart store in Lewisburg, Pennsylvania. Mr. Buchanan and Mr. Dressler discussed the fact that the job would be similar to a job that had been previously performed by the Plaintiff for the Defendant at a Wal-Mart store in Shippensburg, Pennsylvania, although each acknowledged that there may have been an intervening increase in the cost of

materials which could result in an increase of expense. Mr. Buchanan then inquired of Mr. Dressler whether Mr. Dressler believed that the Lewisburg job could be done by the Plaintiff for approximately \$25,000.00. Mr. Dressler told Mr. Buchanan that the Plaintiff could perform the job for that price. Mr. Buchanan then asked Mr. Dressler to look at the job and let him know whether the Plaintiff would have any problem with doing the job for that price. The Plaintiff then proceeded to perform the job, without further discussion between the Plaintiff and the Defendant concerning the Plaintiff's charges until after the Plaintiff had completed his work.

6. Denied. The agreement made between the Plaintiff and the Defendant was as stated at paragraph 5 hereof. There was no discussion between the parties concerning lodging, meals or mileage until after the Plaintiff had submitted his final invoice (Exhibit C to the Plaintiff's Complaint) to the Defendant following the completion of the Plaintiff's work. The Defendant understood that the price referred to at paragraph 5 hereof was based upon the Plaintiff's anticipated expense for labor and materials, and that there may be some slight variance from the price stated by the time the Plaintiff had completed his work.

7. Admitted in part. Denied in part. It is admitted that the Plaintiff's work was performed in or about the time period alleged by the Plaintiff. It is denied that the Plaintiff had four men on the job at all times.

8. Admitted. By way of further response, the Defendant paid the same.

9. Admitted in part. Denied in part. It is admitted that the Plaintiff presented the invoice appearing as Exhibit B to the Defendant. The invoice was presented to the Defendant after the Plaintiff had completed his work. The due date noted on the invoice was not a matter of

prior agreement between the parties.

10. Admitted in part. Denied in part. It is admitted that the Plaintiff submitted the invoice appearing as Exhibit C to the Defendant. The invoice speaks for itself as to the charges and other items shown thereon. The invoice appearing as Exhibit C to the Plaintiff's Complaint was prepared at some time after the Plaintiff had completed his work on the job and after he had already submitted the invoice appearing as Exhibit B to the Plaintiff's Complaint.

11. Admitted in part. Denied in part. It is admitted that the Defendant has paid only the invoice of the Plaintiff in the amount of \$10,800.00 (Exhibit A to the Plaintiff's Complaint). It is denied that the balance properly owing from the Defendant to the Plaintiff is in the amount alleged by the Plaintiff. It is denied that any work was performed by the Plaintiff at the "special insistence" of the Defendant beyond that which is described at paragraph 5 hereof.

12. Denied as stated. Other than the request represented by the invoices as initially presented to the Defendant by the Plaintiff, there was only one discussion concerning the Plaintiff's invoices, between Mr. Buchanan and Mr. K. Doyle Dressler, at which time Mr. Dressler refused to discuss the variance between the charges presented by the Plaintiff's invoices and the amount which Mr. Eric Dressler had initially agreed would constitute the Plaintiff's charges, subject to minor adjustment.

13. Denied. It is denied that the Defendant's refusal to pay the entire amount of the Plaintiff's invoices constitutes, or would constitute, a breach of the parties' agreement.

WHEREFORE, the Defendant respectfully requests that the Court find in favor of the Defendant with respect to the variance between the amount being sought by the Plaintiff and the

amount which is properly due and owing pursuant to the agreement made between the parties.

NEW MATTER

14. In or about January of 2007, the Defendant's representative, Todd Buchanan, contacted the Plaintiff's son and authorized representative, Eric Dressler, by telephone to Mr. Dressler's cell phone, at which time Mr. Buchanan asked Mr. Dressler whether the Plaintiff could perform the job of making the final electrical connections to the refrigeration cases which the Defendant had installed at a new Wal-Mart store in Lewisburg, Pennsylvania.

15. Mr. Buchanan told Mr. Eric Dressler that the job would be similar to a job that the Plaintiff had previously performed for the Defendant at a new Wal-Mart store in Shippensburg, Pennsylvania.

16. Mr. Buchanan and Mr. Eric Dressler discussed the fact that there may have been an increase in the cost of materials since the time of the Plaintiff's work at the Shippensburg Wal-Mart, and that such increase in the cost of materials could result in an increase in the expense of performing the work.

17. Mr. Buchanan then asked Mr. Eric Dressler whether he believed that the Plaintiff could perform the work for approximately \$25,000.00.

18. Mr. Eric Dressler responded by saying that he believed that the Plaintiff could perform the work for \$25,000.00.

19. Mr. Buchanan then asked Mr. Eric Dressler to inspect the job and to let him know if there was going to be any problem with the Plaintiff being able to perform the work for \$25,000.00.

20. Neither Mr. Eric Dressler, nor any other representative of the Plaintiff, ever contacted Mr. Buchanan after the conversation detailed in paragraphs 14 through 19, above, for the purpose of advising of any inability on the part of the Plaintiff to perform the work for the \$25,000.00 price which they had discussed.

21. There was never any discussion between the respective representatives of the parties concerning the performance of the Plaintiff's work on the Lewisburg Wal-Mart job on a time and materials basis.

22. There was never any discussion between the respective representatives of the parties concerning the Plaintiff charging for meals, lodging or mileage in conjunction with his performance of the Lewisburg Wal-Mart job.

23. With the exception of a few small jobs which the Plaintiff had performed for the Defendant, in or about 2004, upon an express agreement for performance by the Plaintiff on a time and materials basis, all work previously performed for the Defendant by the Plaintiff was done on the basis of an estimated lump sum price determined in advance of the Plaintiff's performance.

24. Although the Plaintiff's invoices for the performance of the previous jobs which were done on the basis of an estimated lump sum price quoted in advance of performance would, on occasion, detail the Plaintiff's time, materials, meals, lodging and mileage, the Plaintiff's invoice was always, nevertheless, in line with the estimate.

25. The Plaintiff's performance of the Shippensburg Wal-Mart job, by reference to which the Lewisburg Wal-Mart job was discussed between Mr. Buchanan and Mr. Eric Dressler,

was done on the basis of a verbal estimate from Mr. Eric Dressler.

26. The Plaintiff's total charges to the Defendant for the performance of the work at the Shippensburg Wal-Mart which was done pursuant to the verbal estimate were less than the estimate.

27. The Plaintiff's work at the Lewisburg Wal-Mart had been completed by the time of his issuance of the invoice appearing as Exhibit B to the Plaintiff's Complaint.

28. Upon the Defendant's receipt, on or about February 7, 2007, of the invoice appearing as Exhibit B to the Plaintiff's Complaint, Mr. Buchanan spoke with Mr. Eric Dressler, and he asked Mr. Eric Dressler whether that was the Plaintiff's final invoice for the work.

29. Mr. Eric Dressler responded to Mr. Buchanan's inquiry by stating that he believed that the invoice (Exhibit B to the Plaintiff's Complaint) was the final invoice, but that he would have to check.

30. Thereafter, and on or about February 12, 2007, the Defendant received the invoice appearing as Exhibit C to the Plaintiff's Complaint.

31. The rate set forth for labor on Exhibit C to the Plaintiff's Complaint is \$7.00 per hour more than the rate appearing on any prior invoice submitted to the Defendant by the Plaintiff.

32. The rate set forth for mileage on Exhibit C to the Plaintiff's Complaint is \$0.15 more per mile than the rate appearing on any prior invoice submitted to the Defendant by the Plaintiff.

33. The charges set forth for mileage on Exhibit C to the Plaintiff's Complaint far

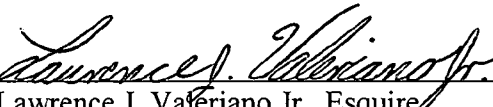
exceed any charges set forth for mileage on the Plaintiff's invoices for previous jobs performed for the Defendant at locations far more distant from the Plaintiff's place of business.

34. Pursuant to the agreement made between the respective representatives of the Plaintiff and the Defendant, the proper amount presently due from the Defendant to the Plaintiff is \$14,200.00.

Date: September 14, 2007

Respectfully submitted,

Essig, Valeriano & Fudeman, P.C.

By: 
Lawrence J. Valeriano Jr., Esquire
Identification No. 49595
1100 Berkshire Blvd., Suite 101
Wyomissing, PA 19610
(610) 376-7252
Counsel for Defendant

VERIFICATION

I, Todd R. Buchanan, do hereby verify that I am Vice President of Perfectemp Refrigeration Service, Inc.; that as such Vice President, I am authorized to make this verification on behalf of said corporation; and, that the facts set forth in the foregoing Answer with New Matter are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: September 14, 2007

Perfectemp Refrigeration Service, Inc.

By: Todd R. Buchanan
Todd R. Buchanan, Vice President

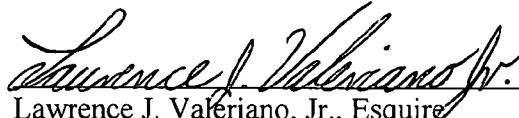
CERTIFICATE OF SERVICE

I, Lawrence J. Valeriano Jr., Esquire, counsel for Defendant, do hereby certify that I did this date serve a true and correct copy of the foregoing Answer with New Matter upon counsel of record for Plaintiff, by first class U.S. mail, postage prepaid, addressed as follows:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

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

Date: September 14, 2007


Lawrence J. Valeriano, Jr., Esquire
Identification No. 49595

FILED

SEP 19 2007

0/10:20/1

William A. Shaw

Prothonotary/Clerk of Courts

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

no C/C

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.

)

) Type of Case:

)

) Type of Pleading: CERTIFICATE OF
SERVICE

)

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

)

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, Pa 15801

(814) 371-2730

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

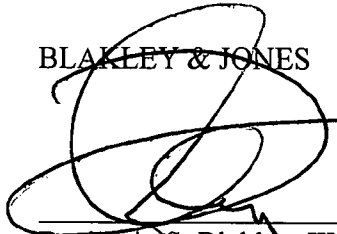
K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I served a true and correct copy of Plaintiff's Complaint on the Defendant on the 11th day of July, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Perfectemp Refrigeration Service, Inc.
P. O. Box 129
869 Water Street
Shoemakersville, PA 19555

BLAKLEY & JONES


Benjamin S. Blakley, III
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102721
NO: 07-612-CD
SERVICE # 1 OF 1
SUMMONS

PLAINTIFF: K. DOYLE DRESSLER t/d/b/a D & D ELECTRIC
vs.
DEFENDANT: PERFECTEMP REFRIGERATION SERVICE, INC.

FILED
07/03/07
SEP 28 2007

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF RETURN

NOW, April 30, 2007, SHERIFF OF BERKS COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN SUMMONS ON PERFECTEMP REFRIGERATION SERVICE, INC..

NOW, May 15, 2007 AT 2:00 PM SERVED THE WITHIN SUMMONS ON PERFECTEMP REFRIGERATION SERVICE, INC., DEFENDANT. THE RETURN OF BERKS COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102721
NO: 07-612-CD
SERVICES 1
SUMMONS

PLAINTIFF: K. DOYLE DRESSLER t/d/b/a D & D ELECTRIC
vs.
DEFENDANT: PERFECTEMP REFRIGERATION SERVICE, INC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BLAKLEY	4480	10.00
SHERIFF HAWKINS	BLAKLEY	4480	18.78
BERKS CO.	BLAKLEY	4481	35.64

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

COUNTY OF BERKS, PENNSYLVANIA

Sheriff's Office



633 Court Street
Reading, PA 19601

Phone: 610.478.6240
Main Fax: 610.478.6222
Sheriff Fax: 610.478.6072

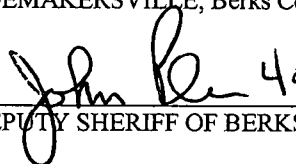
Eric J. Weaknecht, Chief Deputy

Barry Jozwiak, Sheriff


AFFIDAVIT OF SERVICE

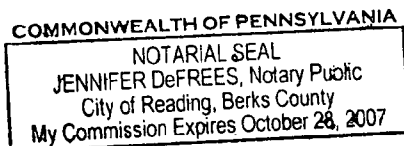
DOCKET NO. 07-612-CD
COMMONWEALTH OF
PENNSYLVANIA:
COUNTY OF BERKS

Personally appeared before me, JOHN PHILLIPS, Deputy for Barry J. Jozwiak, Sheriff of Berks County, 633 Court Street, Reading, Pennsylvania, who being duly sworn according to law, deposes and says that on MAY 15, 2007 at 2:00 PM, he served the annexed SUMMONS IN CIVIL ACTION upon PERFECTEMP REFRIGERATION SERVICE, INC, within named defendant, by handing a copy thereof to JUDY SWARTZ, OFFICE MANAGER, at 869 WATER STREET, SHOEMAKERSVILLE, Berks County, Pa., and made known to defendant the contents thereof.


DEPUTY SHERIFF OF BERKS CO., PA


Sworn and subscribed before me
this 23RD day of MAY, 2007


NOTARY PUBLIC, READING, BERKS CO., PA



Service made as set forth above.

So Answers,


SHERIFF OF BERKS COUNTY, PA

Sheriff's Costs in Above Proceedings
\$ 75.00 DEPOSIT
\$ 35.64 ACTUAL COST OF CASE
\$ 39.36 AMOUNT OF REFUND

All Sheriff's Costs shall be due and payable when services are performed, and it shall be lawful for him to demand and receive from the party instituting the proceedings, or any part liable for the costs thereof, all unpaid sheriff's fees on the same before he shall be obligated by law to make return thereof.

___Sec. 2, Act of June 20, 1911, P.L/ 1072



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102721

K. DOYLE DRESSLER t/d/b/a D & D ELECTRIC

TERM & NO. 07-612-CD

SUMMONS

VS.

PERFECTEMP REFRIGERATION SERVICE, INC.

SERVE BY: 05/19/07

HEARING:

MAKE REFUND PAYABLE TO BENJAMIN S. BLAKLEY III, ESQ.

SERVE: PERFECTEMP REFRIGERATION SERVICE, INC.

ADDRESS: P.O. BOX 129, 1869 WATER ST., SHOEMAKERSVILLE, PA 19555

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF BERKS COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 30, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

RECEIVED

2007 MAY 10 A 9:12

COUNTY OF BERKS

RECEIVED

2007 MAY -3 A 10:20

COUNTY OF BERKS

FILED

SEP 28 2007

**William A. Shaw
Prothonotary/Clerk of Courts**

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.

)

) Type of Case:

)

) Type of Pleading: PLAINTIFF'S COMPLAINT

) DEFENDANT'S NEW MATTER

)

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III

)

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, Pa 15801

) (814) 371-2730

FILED

OCT 12 2007

W.A. Shaw
William A. Shaw
County Clerk of Courts

1 sent to
Attys *(GP)*

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

PLAINTIFF'S REPLY TO DEFENDANT'S NEW MATTER

AND NOW comes Plaintiff, **K. DOYLE, DRESSLER, t/d/b/a D & D**

ELECTRIC, by and through his attorneys, **BLAKLEY & JONES**, and replies to Defendant's

New Matter as follows:

14. Admitted.

15. Admitted.

16. Denied, and on the contrary, it is averred that the only discussions between Mr. Buchanan and Mr. Eric Dressler concerned whether or not the Plaintiff could perform its services within the time allotted to the Defendant in its contract with Wal-Mart in the construction of its store in Lewisburg, Pennsylvania.

17. Denied, and on the contrary, it is averred that at no time was work cost discussed in the conversation between Mr. Buchanan and Mr. Eric Dressler.

18. Denied, and on the contrary, it is averred that at no time was work cost discussed in the conversation between Mr. Buchanan and Mr. Eric Dressler.

19. Denied, and on the contrary, it is averred that, in the conversation of January, 2007, the Defendant authorized the Plaintiff to proceed with its work upon the Lewisburg Wal-Mart store, and further, that no discussion was had at that time with regard to the cost of the project.

20. It is admitted that Defendant was not contacted with regard to a discussed price for the work performed by the Plaintiff, as said price had never been discussed in any previous communication, either written or oral, between the Plaintiff and the Defendant.

21. It is admitted that there were no discussions between the Plaintiff and the Defendant with regard to the Plaintiff's performance on the Lewisburg Wal-Mart job being done on a time and material basis, as Plaintiff had assumed that, given the discussions between the Plaintiff and the Defendant, the Plaintiff would be working in a similar manner as he had performed work for the Defendant in the past, that being on a time and material basis.

22. It is admitted that there was never any discussion between Plaintiff and Defendant with regard to the Plaintiff charging for meals, lodging or mileage in conjunction with his performance of the Lewisburg Wal-Mart job, and it is further averred that it had been the Plaintiff's assumption that, given the conversation between the Plaintiff and Defendant, the Plaintiff would be performing his duties under the same payment arrangements as the Plaintiff and Defendant had operated in the past.

23. Denied, and on the contrary, it is averred that, with the exception of a few jobs which the Plaintiff had performed for the Defendant for an estimated written lump sum price, the majority of the work previously performed for the Defendant by the Plaintiff was done on a time and materials basis.

24. It is denied that Plaintiff's invoices for performance of previous jobs done on a lump sum price basis were broken down into time, materials, lodging and mileage, and on the contrary, it is averred that such detailed invoices were presented where Plaintiff's performance was done on a time and materials basis, as was done in the Lewisburg Wal-Mart job.

25. It is denied that Plaintiff's performance of the Shippensburg Wal-Mart job was done on the basis of a verbal estimate from Mr. Eric Dressler. It is further averred, however, that the Plaintiff had originally provided the Defendant with a verbal estimate for the Shippensburg Wal-Mart job, which was rejected by the Defendant and was subsequently performed by the Plaintiff on a time and materials basis, as was requested by the Defendant.

26. Denied, and on the contrary, it is averred that the Plaintiff's total charges to the Defendant for the performance of work at the Shippensburg Wal-Mart job was done on a time and materials basis and was not done pursuant to any verbal estimate.

27. Admitted.

28. Admitted.

29. Denied, and on the contrary, it is averred that Mr. Eric Dressler responded to Mr. Buchanan's inquiry by stating that a final invoice would be generated and would be forwarded to the Defendant subsequent to the parties' conversation.

30. Admitted.

31. Denied, and on the contrary, it is averred that the Plaintiff's labor rate was in line with previously quoted labor rates for jobs previously bid by the Plaintiff and performed

by the Plaintiff for the Defendant, specifically, the Redner warehouse job in Reading, Pennsylvania, on November 17, 2005.

32. Admitted; however, it is further averred that the higher rate set forth for mileage is based upon the higher cost of travel incurred by the Plaintiff.

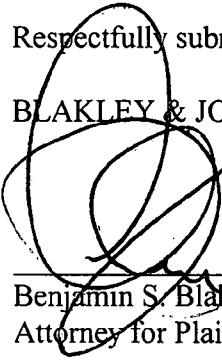
33. It is admitted that the charges set forth for mileage by the Plaintiff exceed mileage charges in previous jobs performed for the Defendant; however, it is further averred that, because of the location of the Lewisburg Wal-Mart job, the type of job performed by the Plaintiff, along with the vehicles needed and increased costs being incurred by the Plaintiff, Plaintiff's charges were more than previous jobs performed by Plaintiff for the Defendant, which were at different locations and at earlier times when travel costs incurred by the Plaintiff were less.

34. Denied, and on the contrary, the proper amount presently due from the Defendant to the Plaintiff is set forth in Plaintiff's Complaint and is presently due and owing to the Plaintiff by the Defendant.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter judgment for the Plaintiff as prayed for in Plaintiff's Complaint.

Respectfully submitted,

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiff

VERIFICATION

I, **K. DOYLE DRESSLER**, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Plaintiff's Reply to Defendant's New Matter are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.


K. DOYLE DRESSLER

Dated: 10-9-07

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I served a true and correct copy of Plaintiff's Complaint on the Defendant on the 9th day of October, 2007, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

Lawrence J. Valeriano, Jr., Esquire
Essig Valeriano & Fudeman, PC
1100 Berkshire Blvd Ste 101
Wyomissing PA 19610

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiff

UA

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY CIVIL TRIAL LISTING

CERTIFICATE OF READINESS (To be executed by Trial Counsel Only)		TO THE PROTHONOTARY DATE PRESENTED
CASE NUMBER 07-612-C.D. Date Complaint filed: 07-16-07	TYPE TRIAL REQUESTED () Jury <input checked="" type="checkbox"/> Non-jury () Arbitration	ESTIMATED TRIAL TIME 1/2 DAYS

PLAINTIFF(S)

K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC ()

DEFENDANT(S)

PERFECTEMP REFRIGERATION SERVICE, INC. ()

ADDITIONAL DEFENDANT(S)

Check Block
if a Minor
is a Party
to the Case

JURY DEMAND FILED BY:

DATE JURY DEMAND FILED:

AMOUNT AT ISSUE	CONSOLIDATION	DATE CONSOLIDATION ORDERED
\$ 30, 236.82	() Yes () No	

PLEASE PLACE THE ABOVE CAPTIONED CASE ON THE TRIAL LIST.

I certify that all discovery in the case has been completed; all necessary parties and witnesses are available; serious settlement negotiations have been conducted; the case is ready in all respects for trial, and a copy of this Certificate has been served upon all counsel of record and upon all parties of record who are not represented by counsel.



 Signature of Trial Counsel

FILED
 m/8:51/07
 FEB 04 2008

20.00
 William A. Shaw
 Prothonotary/Clerk of Courts
 ICC Atty
 Brakley

COUNSEL WHO WILL ACTUALLY TRY THE CASE

FOR THE PLAINTIFF	TELEPHONE NUMBER
BENJAMIN S. BLAKLEY, III, ESQUIRE	(814) 371-2730
FOR THE DEFENDANT	TELEPHONE NUMBER
LAWRENCE J. VALERIANO, JR., ESQUIRE	(610) 376-7252
FOR ADDITIONAL DEFENDANT	TELEPHONE NUMBER

UP

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

K. DOYLE DRESSLER, t/d/b/a
D & D ELECTRIC

vs.

No. 07-612-CD

PERFECTEMP REFRIGERATION
SERVICE, INC.

ORDER

AND NOW, this 11th day of February, 2008, it is the Order of
the Court that a pre-trial conference in the above-captioned matter shall be and is
hereby scheduled for **Monday, April 7, 2008 at 10:30 A.M.** in Judges Chambers,
Clearfield County Courthouse, Clearfield, PA.

BY THE COURT:


FREDRIC J. HAMMERMAN
President Judge

FILED
07:49 PM
FEB 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

2cc: Mys:
Bakley
Valeriano

GR

FILED

FEB 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/12/08

____ You are responsible for serving all appropriate parties.

X The Prothonotary's office has provided service to the following parties:

____ Plaintiff(s) X Plaintiff(s) Attorney ____ Other

____ Defendant(s) X Defendant(s) Attorney

____ Special Instructions:

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

K. DOYLE DRESSLER, t/d/b/a D&D
ELECTRIC,

Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant

: No. 07-612 - C.D.

:

:

:

:

: Type of Case: Breach of Contract

:

: Type of Pleading: Entry of Appearance

:

: Filed on Behalf of: DEFENDANT

:

:

: Counsel of Record:

: LAWRENCE J. VALERIANO JR., ESQ.

: Supreme Court No. 49595

: JAMES W. BENTZ

: Supreme Court No. 27955

: ESSIG, VALERIANO & FUDEMAN, P.C.

: 1100 Berkshire Blvd., Suite 101

: Wyomissing, PA 19610

: (610) 376-7252

FILED
MAR 06 2008

NO
CC

William A. Shaw
Prothonotary/Clerk of Courts

Copy to
C/A

GR

James W. Benz
Identification No. 27955
Counsel for Defendant

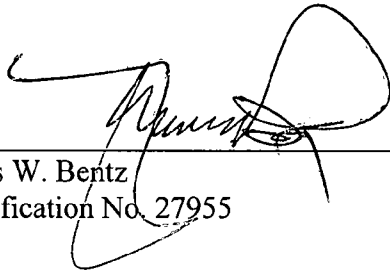
CERTIFICATE OF SERVICE

I, James W. Bentz, counsel for Defendant, do hereby certify that I did this date serve a true and correct copy of the foregoing Praecipe for Entry of Appearance upon counsel of record for Plaintiff, by first class U.S. mail, postage prepaid, addressed as follows:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

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

Date: March 4, 2008



James W. Bentz
Identification No. 27955

CA

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.
)
) Type of Case:
)
) Type of Pleading: MOTION FOR ENTRY
) UPON PROPERTY OF PERSON NOT A
) PARTY PURSUANT TO PA. R.C.P. 4009.33
)
) Filed on Behalf of:
) PLAINTIFF
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court no. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, Pa 15801
) (814) 371-2730

FILED 400
012:35:01
MAR 20 2008
Amy Blakley
(GK)
William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

IMPORTANT NOTICE

YOU HAVE PROPERTY WHICH THE PARTIES TO THE ABOVE LAWSUIT WISH TO ENTER FOR INSPECTION OR OTHER ACTIVITIES. THE MOTION ATTACHED TO THIS NOTICE ASKS THE COURT FOR AN ORDER ALLOWING THE ENTRY INTO YOUR PROPERTY. PLEASE CONTACT THE ATTORNEY LISTED BELOW:

Benjamin S. Blakley, III, Esquire
BLAKLEY & JONES
90 Beaver Drive, Box 6
DuBois, PA 15801

IF YOU DO NOT CONSENT TO THE ENTRY, YOU HAVE A RIGHT TO A HEARING ON THE MATTER. A DATE FOR PRESENTATION OF THE MOTION TO THE COURT WILL BE SET AND THE PARTY FILING THE MOTION WILL GIVE YOU FIFTEEN (15) DAYS NOTICE OF ITS PRESENTATION. IF YOU DO NOT APPEAR AT THE PRESENTATION OF THE MOTION, THE COURT MAY ENTER AN ORDER ALLOWING ENTRY.

YOU MAY WISH TO TAKE THIS NOTICE TO A LAWYER WHO CAN ADVISE YOU. IF YOU DO NOT HAVE A LAWYER AND WISH TO OBTAIN ONE, CONTACT THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

K. DOYLE DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

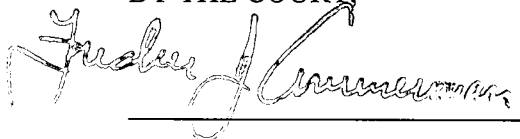
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) NO. 07 - 612 - C.D.
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RULE TO SHOW CAUSE

AND NOW, this 26th day of March, 2008, upon consideration of the following Motion for Entry upon Property of Person not a Party Pursuant to Pa. R.C.P. 4009.33, it is the Order of this Court that a rule be issued upon Defendant, **PERFECTEMP REFRIGERATION SERVICE, INC.**, to show cause why the prayer in said Motion should not be granted.

RULE RETURNABLE and hearing thereon to be held the 21st day of April, 2008, at 11:00 o'clock A.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT



FILED

of 2:05 PM
MAR 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

4CC
Amy Blackley

FILED

MAR 26 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 3/26/08

☒ You are responsible for serving all appropriate parties.
____ The Prothonotary's office has provided service to the following parties:
____ Plaintiff(s) _____ Attorney _____ Other
____ Defendant(s) _____ Defendant(s) Attorney
____ Special Instructions:

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

MOTION FOR ENTRY UPON PROPERTY OF PERSON
NOT A PARTY PURSUANT TO PA R.C.P. 4009.33

AND NOW comes Plaintiff, **K. DOYLE, DRESSLER, t/d/b/a D & D ELECTRIC**, by and through his attorneys, **BLAKLEY & JONES**, and moves this Honorable Court for entry upon the property of Walmart Supercenter Stores #5358 and #1644 for purposes of discovery and inspection, and in support thereof the following is averred:

1. Plaintiff and Defendant are parties to the above-captioned civil action.
2. The action arises from business contracts between the Plaintiff and Defendant for Plaintiff's electrical work upon refrigeration cases to be placed in a Walmart Supercenter store #5358, 100 South Conestoga Drive, Shippensburg, Pennsylvania, 17255, and Walmart Supercenter Store #1644, 102 AJK Blvd. Lewisburg, Pennsylvania, 17837.
3. This matter is presently before the Court for purposes of a non-jury trial and Plaintiff believes, and therefore avers that the presentation of photographs of the subject refrigeration cases installed by the parties to this action would be helpful to the Court in understanding the nature of the contract between Plaintiff and Defendant.

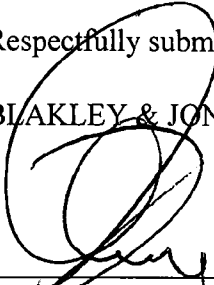
4. The Plaintiff wishes to enter upon the property of the aforesaid Walmart Supercenters in order to take photographs of the refrigeration units installed by the Plaintiff and Defendant for purposes of presentation at trial.

5. That Walmart stores have indicated to Plaintiff's counsel that they would permit such entry into their stores for purposes of photographs upon written Order of Court permitting such photography of the subject refrigeration cases.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant this Motion and grant Plaintiff leave to enter upon the property of Walmart Supercenter Store #5358, 100 South Conestoga Drive, Shippensburg, Pennsylvania, 17255, and Walmart Supercenter Store #1644, 102 AJK Blvd. Lewisburg, Pennsylvania, 17837, for the purpose of photographing refrigeration cases installed by Plaintiff and Defendant during January 2007.

Respectfully submitted,

BLAKLEY & JONES


Benjamin S. Blakley, III
Attorney for Plaintiff

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiff in this action and verify that the statements made in the foregoing Plaintiff's Motion for Entry upon Property of Person not a Party Pursuant to Pa. R.C.P. 4009.33 are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: _____

3/20/08



BENJAMIN S. BLAKLEY, III

FILED

MAR 20 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.

)

) Type of Case:

)

) Type of Pleading:

) CERTIFICATE OF SERVICE

)

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III

)

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, Pa 15801

) (814) 371-2730

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William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

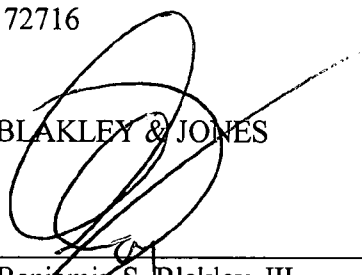
CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I served a true and correct copy of Plaintiff's Motion for Entry upon Property of Person not a Party Pursuant to Pa. R.C.P. 4009.33 on counsel for the Defendant on the 28th day of March, 2008, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

James W. Bentz, Esquire
1100 Berkshire Blvd Ste 101
Wyomissing, PA 19610

Walmart Stores
Legal Department
2001 SE 10th Street
Bentonville, AR 72716

BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiff

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

K. DOYLE DRESSLER, t/d/b/a
D & D ELECTRIC
Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.
Defendant

NO. 07-612-CD

ORDER

FILED
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APR 08 2008
William A. Shaw
Prothonotary/Clerk of Courts
Blakely
Valeriano/Bentz
GX

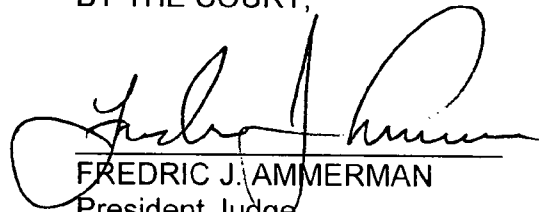
NOW, this 7th day of April, 2008, following pre-trial conference with counsel for the parties as set forth above, it is the ORDER of this Court as follows:

1. Non-Jury Trial is hereby scheduled for July 8, 2008 commencing at 9:00 a.m. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.
2. All depositions which are to be used for trial presentation purposes shall be completed by absolutely no later than ninety (90) days prior to the commencement of trial or the same will not be available for use at trial. A copy of the transcript of any such deposition(s) shall be provided to opposing counsel within no more than twenty (20) days following completion of the deposition(s).
3. The written report of any expert who will testify at trial which has not previously been provided to opposing counsel shall be delivered within no more than forty-five (45) days from this date. Failure to comply will result in the witness not being available for use at trial.
4. Any party making objections relative the testimony to be provided by any witness in the form of a deposition at the time of trial shall submit said objections to the Court, in writing, no later than forty-five (45) days prior to the commencement of trial. All objections shall reference specific page and line numbers within the deposition(s)

in question along with that party's brief relative same. The opposing party shall file an Answer thereto and submit its brief in opposition to said objections no later than thirty (30) days prior to the commencement of trial.

5. Any party filing any Motion or Petition regarding limitation or exclusion of evidence or testimony to be presented at time of trial, including but not limited to Motions in Limine, shall file the same no more than forty-five (45) days prior to the trial date. The party's Petition or Motion shall be accompanied by an appropriate brief. The responding party thereto shall file its Answer and submit appropriate response brief no later than thirty (30) days prior to trial.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

APR 08 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/8/08

☐ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☒ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

CA

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.
)
) Type of Case:
)
) Type of Pleading: PLAINTIFF'S PETITION
) FOR LEAVE TO AMEND COMPLAINT
)
) Filed on Behalf of:
) PLAINTIFF
)
) Counsel of Record:
) BENJAMIN S. BLAKLEY, III
)
) Supreme Court no. 26331
)
) BLAKLEY & JONES
) 90 Beaver Drive, Box 6
) DuBois, Pa 15801
) (814) 371-2730
)

FILED

01/11/2008
APR 07 2008

3cc
Atty Blakley

GR

William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D & D)
ELECTRIC,)
)
Plaintiff,)
) NO. 07 - 612 - C.D.
vs.)
)
PERFECTEMP REFRIGERATION)
SERVICE, INC.,)
)
Defendant.)

RULE TO SHOW CAUSE

AND NOW, this 8th day of April, 2008, upon consideration of the Plaintiff's Petition for Leave to Amend Complaint, it is the Order of this Court that a rule be issued upon Defendant, **PERFECTEMP REFRIGERATION SERVICE, INC.**, to show cause why the prayer in said Petition should not be granted.

RULE RETURNABLE and hearing thereon to be held the 21st day of April, 2008, at 11:00 o'clock A.M., in Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania.

BY THE COURT,



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01:58 PM
APR 09 2008

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Amy Blackley
@K

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/9/08

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

FILED

APR 09 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

ORDER

AND NOW, this ____ day of _____, 2008, upon consideration of the Plaintiff's Petition for Leave to Amend Complaint, it is hereby ORDERED that said Petition is granted and leave is given for Plaintiff to amend his Complaint to include a count of *quantum meruit* against the Defendant.

BY THE COURT:

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

PLAINTIFF'S PETITION FOR LEAVE TO AMEND COMPLAINT

AND NOW comes Plaintiff, **K. DOYLE, DRESSLER, t/d/b/a D & D ELECTRIC**, by and through his attorneys, **BLAKLEY & JONES**, and petitions this Honorable Court for leave to amend his Complaint in the above-captioned matter and in support thereof, the following is averred:

1. Plaintiff has brought the within action against the Defendant for business dealings occurring in January, 2007, between the Plaintiff and Defendant in connection with the construction of a Walmart store in Lewisburg, Pennsylvania.

2. Plaintiff instituted this action on July 16, 2007, by Complaint. In his Complaint, the Plaintiff has alleged a breach of an oral agreement made between the parties in January, 2007.

3. Subsequent discovery has revealed that the Plaintiff has, in addition to his claim for breach of the oral agreement, an action in *quantum meruit* against the Defendant for the services and costs provided on Defendant's behalf.

4. Plaintiff accordingly wishes to amend his Complaint to include a count of *quantum meruit* as a result of the Plaintiffs providing valuable goods and service and incurring costs all for

the benefit of the Defendant. A copy of the Plaintiff's proposed Amended Complaint is attached hereto as Exhibit "A".

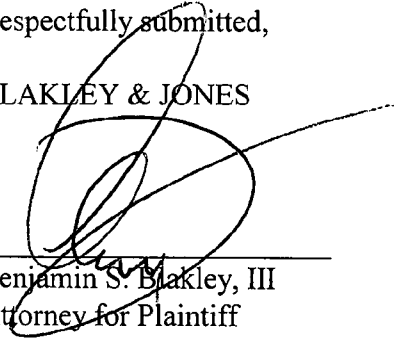
5. The Defendant will not be unduly prejudiced or surprised by this Amended Complaint as the claims are based upon the same series of events set forth in the Plaintiff's original Complaint.

6. Manifesting justice will result if the amendment is not allowed.

WHEREFORE, Plaintiff respectfully requests this Honorable Court enter an Order allowing the Plaintiff amend his Complaint as aforesaid.

Respectfully submitted,

BLAKLEY & JONES



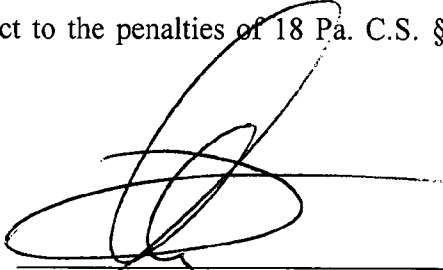
Benjamin S. Blakley, III
Attorney for Plaintiff

VERIFICATION

I, **BENJAMIN S. BLAKLEY, III**, hereby state that I am counsel for the Plaintiff in this action and verify that the statements made in the foregoing Plaintiff's Petition for Leave to Amend Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Dated: _____

4/7/08



BENJAMIN S. BLAKLEY, III

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

K. DOYLE DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

)
)
)
)
) NO. 07 - 612 - C.D.
)
)
)
)
)

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I served a true and correct copy of Plaintiff's Petition for Leave to Amend Complaint on counsel for the Defendant on the 7th day of April, 2008, by hand delivery, as follows:

James W. Bentz, Esquire
1100 Berkshire Blvd Ste 101
Wyomissing, PA 19610

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiff

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.

)

) Type of Case:

)

) Type of Pleading:

) AMENDED COMPLAINT

)

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

)

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, Pa 15801

) (814) 371-2730



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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

NOTICE TO DEFEND

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 IS 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 AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT REQUESTED BY 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.

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC,)	
)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

AMENDED COMPLAINT

AND NOW, comes, Plaintiff, K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC, by and through his attorneys, BLAKLEY & JONES, and files the following Complaint against Defendant, PERFECTEMP REFRIGERATION SERVICE, INC. and in support thereof the following is averred:

1. Plaintiff is K. Doyle Dressler, t/d/b/a D & D Electric, with its principle place of business being located at P. O. Box 764, DuBois, Clearfield County, Pennsylvania.
2. Defendant is Perfectemp Refrigeration Services, Inc., a Pennsylvania corporation, having its principle place of business at P. O. Box 129, 869 Water Street, Shoemakersville, Berks County, Pennsylvania.
3. At all times material hereto, Plaintiff is in the business of electric construction and wiring, among other endeavors.
4. At all times material hereto, the Defendant was in the business of sale and installation of refrigeration equipment.

5. During January 2007, the Defendant contacted the Plaintiff at the Plaintiff's place of business in DuBois, Clearfield County, Pennsylvania, and requested that the Plaintiff provide electrical construction and wiring at the site of a construction of a Wal-Mart store in Lewisburg, Pennsylvania, with the Plaintiff being asked to install necessary wiring and to make final electrical connections to the refrigeration cases at said Wal-Mart, Lewisburg, Pennsylvania, location.

COUNT I - BREACH OF CONTRACT

6. Plaintiff incorporates the allegations contained within paragraphs 1 through 5 of this Complaint as if fully set forth herein.

7. The parties agreed that the Plaintiff would charge the Defendant for time and materials used during the course of the Plaintiff's construction at the Wal-Mart site, and in addition, would charge the Defendant for lodging and meals incurred by the Plaintiff's workers and mileage charges to and from DuBois, Pennsylvania, at the rate of sixty-five (.65) cents per mile, all of which was accepted by the Defendant.

8. The Plaintiff performed in furtherance of its obligations during the period of time of January 15, 2007 through February 3, 2007, during which time the Plaintiff supplied four (4) men to perform the installation and wiring and to make the final connections of the refrigeration units as requested by the Defendant.

9. During the course of Plaintiff's construction at the aforesaid Wal-Mart site, Plaintiff did bill the Defendant a progress billing of \$10,800.00, the same being shown by invoice marked Exhibit "A" and attached hereto.

10. On February 3, 2007, the Plaintiff did present the Defendant with a second progress billing of \$18,000.00, said payment being due February 13, 2007, a copy of said billing is attached hereto and marked Exhibit "B".

11. At the conclusion of the Plaintiff's work at the Wal-Mart, Lewisburg site, the Plaintiff did present the Defendant with a third progress billing showing charges of \$12,236.82. A copy of said billing is attached hereto and marked Exhibit "C".

12. The Defendant has made but one payment to the Plaintiff in the amount of \$10,800.00, leaving an outstanding balance due to the Plaintiff for worked performed at the special insistence of the Defendant of \$30,236.82.

13. Despite repeated requests for payment of same, the Defendant has failed and refused to make payment to the Plaintiff as requested.

14. The actions of the Defendant in failing to pay the Plaintiff for labor and materials, mileage, lodging and meals expended by and incurred by the Plaintiff are in breach of the parties oral agreement of January, 2007.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$30,236.82, together with interest from February 13, 2007, and costs of suit.

COUNT II - ACTION IN QUANTUM MERUIT

15. Plaintiff incorporates the allegations contained within paragraphs 1 through 14 of this Complaint as if fully set forth herein.

16. The oral agreement between Plaintiff and Defendant for Plaintiff's work at the Walmart store in Lewisburg, and more specifically, Defendant's payment for Plaintiff's services under the said oral contract was based upon prior oral contractual relations between the parties

specifically an oral contract between the Plaintiff and Defendant for work done at the Shippensburg Walmart store, in which Plaintiff was paid on a time and materials basis and for mileage, lodging and meals.

17. Based upon the oral agreement of the parties and the past dealings of the parties, the Plaintiff fully and satisfactorily performed its obligations by providing valuable services to the Defendant and for the benefit of Defendant in connection with the performance of its contract at the Walmart, Lewisburg site.

18. That fair and reasonable value of the unpaid services that Plaintiff rendered to the Defendant and costs it incurred on Defendants behalf in connection with the above oral contract is \$30,236.82.

19. Despite repeated requests for payment of the same, the Defendant has failed and refused to make payment to Plaintiff as requested.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant in the amount of \$30,236.82 together with interests from February 13, 2007, and costs of suit.

Respectfully submitted,

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiff

VERIFICATION

I, **K. DOYLE DRESSLER**, t/d/b/a **D & D ELECTRIC** hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Amended Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

K. DOYLE DRESSLER

Dated: _____

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I served a true and correct copy of Plaintiff's Amend Complaint on counsel for the Defendant on the _____ day of _____, 2008, by depositing the same with the United States Postal Service via First-Class Mail, postage pre-paid, addressed as follows:

James W. Bentz, Esquire
1100 Berkshire Blvd Ste 101
Wyomissing, PA 19610

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiff

Electrical Construction

Home Automation

Security & Fire Alarm Systems



Control Wiring

Telephone, Paging & Sound Systems

Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 1

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

Invoice#: 200410748
Invoice Date: 01/22/2007
Due Date: 02/01/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:

PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
M176	PROGRESS BILLING	1.00	10,800.00 E	10,800.00
Misc Charges :				10,800.00
Total Due				\$10,800.00

Terms: Net Due 10 Days



Electrical Construction

Home Automation

Security & Fire Alarm Systems



Control Wiring

Telephone, Paging & Sound Systems

Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 1

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

Invoice#: 200410764
Invoice Date: 02/03/2007
Due Date: 02/13/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:

PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
M176	PROGRESS BILLING	1.00	18,000.00 E	18,000.00
Misc Charges :				18,000.00
Total Due				\$18,000.00

Terms: Net Due 10 Days



Electrical Construction

Home Automation

Security & Fire Alarm Systems



Control Wiring

Telephone, Paging & Sound Systems

Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 2

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

Invoice#: 200410767
Invoice Date: 02/03/2007
Due Date: 02/13/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:

PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
T100	#6 THHN WIRE	1,000.00	382.22 M	382.22
T101	#8 THHN WIRE	560.00	253.30 M	141.85
T102	#12 THHN STR WIRE	3,000.00	99.95 M	299.84
T103	#10 THHN STR WIRE	2,000.00	153.88 M	307.75
T104	1" EMT	580.00	55.35 C	321.00
T105	3/4" EMT	500.00	32.45 C	162.26
T106	1" EMT CONNECTOR SS STEEL	67.00	0.46 E	30.82
T107	3/4" EMT CONNECTOR SS STEEL	47.00	0.23 E	10.81
T108	1" EMT COUPLER SS STEEL	36.00	0.42 E	15.12
T109	3/4" EMT COUPLER SS STEEL	60.00	0.30 E	18.00
T110	1" EMT 1 HOLE STRAP	106.00	0.11 E	11.66
T111	3/4" EMT 1 HOLE STRAP	55.00	0.07 E	3.85
T112	3/4" LIQ CONN ST	80.00	2.00 E	160.00
T113	3/4" LIQ CONN 45	6.00	2.54 E	15.24
T114	1" LIQ CONN ST	4.00	2.65 E	10.60
T115	1" LIQ CONN 45	4.00	4.24 E	16.96
T116	1" LIQ COND	20.00	90.75 C	18.15
T117	3/4" LIQ COND	750.00	64.15 C	481.16
T118	8 X 8 X 6 SC PULL BOX	1.00	14.64 E	14.64
T119	#2 SPLIT BOLT CONNECTOR	78.00	2.09 E	163.02
T120	RUBBER TAPE, ROLL	6.00	1.74 E	10.44
T121	BLACK TAPE, ROLL	10.00	1.51 E	15.10
T122	RED TAPE, ROLL	4.00	1.51 E	6.04
T123	BLUE TAPE, ROLL	4.00	1.51 E	6.04
T124	WHITE TAPE, ROLL	6.00	1.51 E	9.06
T125	YELLOW TAPE, ROLL	2.00	1.51 E	3.02
T126	GROUNDING DUPLEX RECEPT	1.00	1.82 E	1.82
T127	1 GANG PLASTIC COVER	1.00	0.48 E	0.48
T128	1 GANG FS BOX	1.00	4.24 E	4.24
T129	BLUE WIRENUT, BAG	2.00	14.68 E	29.36
T130	TAN WIRENUTS, BAG	2.00	42.35 E	84.70
T131	2 GANG FS BOX	7.00	8.64 E	60.48

EXHIBIT

tabbles

"C"

Electrical Construction

Home Automation

Security & Fire Alarm Systems



Control Wiring

Telephone, Paging & Sound Systems

Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 2 of 2

Job: LEWISBURG, PA - WALMART
Job#: CA031

Invoice#: 200410767

Item	Description	Qty	Price	Total
T132	2 GANG FS BOX COVER	7.00	2.54 E	17.78
T133	4-11/16" EXT RING	1.00	5.69 E	5.69
T134	4-11/16" COVER	1.00	1.16 E	1.16
T135	WIRE MARKER, BOOK	10.00	14.50 E	145.00
T136	WIRE TIE, BAG	2.00	60.38 E	120.76
7400	Misc. Material - Online Services	1.00	212.54 E	212.54
Material :				3,318.67
L100	Electrician - Manhours	673.50	45.00 H	30,307.50
Labor :				30,307.50
M192	Mileage	10,624.00	0.65 E	6,905.60
M176	Lodging & Meals	1.00	505.05 E	505.05
Misc Charges :				7,410.65
C101	Prior Payment	1.00	-10,800.00 E	-10,800.00
C102	Prior Billing	1.00	-18,000.00 E	-18,000.00
Credits :				-28,800.00
Total Due				\$12,236.82

Terms: Net Due 10 Days

File Copy

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

K. DOYLE DRESSLER, t/d/b/a D&D
ELECTRIC,

Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant

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FILED
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APR 18 2008

NO CC
GD

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT'S ANSWER TO PLAINTIFF'S
MOTION FOR ENTRY UPON PROPERTY OF PERSON NOT A PARTY
PURSUANT TO P.A.R.C.P. NO. 4009.33

1. Admitted.
2. Denied as stated. The action arises from a single business contract between the Plaintiff and the Defendant relative to the Plaintiff's performance of certain electrical work associated with the installation of refrigeration cases at a Wal-Mart store in Lewisburg, Pennsylvania. The Plaintiff's performance of similar work at a Wal-Mart store in Shippensburg, Pennsylvania is not a subject of the instant action.
3. The Defendant does not recognize how photographs of the refrigeration cases would be helpful to the Court in understanding the nature of the contract between the parties, but the Defendant has no objection to granting the Plaintiff's request to photograph them.
4. The Defendant has no objection to allowing the Plaintiff to photograph the refrigeration cases, but the Defendant reserves all objections to the use of such photographs at

trial until the time of trial.

5. Admitted upon representation of the Plaintiff.

WHEREFORE, the Defendant has no objection to the issuance of an Order permitting the taking of the photographs sought by the Plaintiff.

Date: April 16, 2008

Respectfully submitted,

Essig, Valeriano & Fudeman, P.C.

By: 

James W. Bentz
Identification No. 27955
1100 Berkshire Blvd., Suite 101
Wyomissing, PA 19610
(610) 376-7252
Counsel for Defendant

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

K. DOYLE DRESSLER, t/d/b/a D&D
ELECTRIC,

Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant

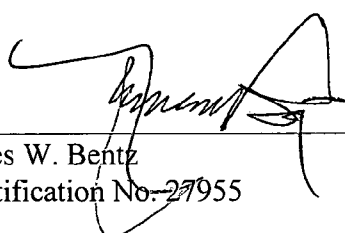
: NO. 07-612 - C.D.
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CERTIFICATE OF SERVICE

I, James W. Bentz, counsel for Defendant, do hereby certify that I did this date serve a true and correct copy of the foregoing Answer to Plaintiff's Motion for Entry upon Property of Person Not a Party Pursuant to Pa.R.C.P. No. 4009.33 upon counsel of record for Plaintiff, by first class U.S. mail, postage prepaid, addressed as follows:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Date: April 16, 2008



James W. Bentz
Identification No. 27955

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

K. DOYLE DRESSLER, t/d/b/a D&D
ELECTRIC,

Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant

: No. 07-612 - C.D.
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FILED NO CC
m/11:28/07
APR 18 2008 (612)

William A. Shaw
Prothonotary/Clerk of Courts

DEFENDANT'S ANSWER TO PLAINTIFF'S
PETITION FOR LEAVE TO AMEND COMPLAINT

1. Denied as stated. The Plaintiff's Complaint alleges breach of an express oral contract between the Plaintiff and the Defendant, pursuant to which the Plaintiff was to perform certain electrical work associated with the installation of refrigeration cases at a Wal-Mart store in Lewisburg, Pennsylvania..

2. Admitted in part. Denied in part. The Defendant believes that the action was instituted by praecipe for writ of summons, as the Sheriff served a writ of summons upon the Defendant on or about May 15, 2007. It is admitted that the Complaint filed by the Plaintiff alleges the breach of an express oral contract entered into in January of 2007.

3. Denied as stated. It was the Plaintiff's Reply to the Defendant's New Matter, rather than any discovery proceedings, which made evident the inaccuracy of the allegations contained in the Plaintiff's Complaint concerning the alleged oral contract.

4. The Plaintiff's desire to amend his Complaint to include a count in quantum meruit is accepted upon the Plaintiff's representation. It is admitted that the Plaintiff's Petition has appended thereto, as Exhibit A, a proposed Amended Complaint. It is denied that the proposed Amended Complaint sets forth the proper statement of any cause of action in quantum meruit.

5. It is admitted that the Defendant will not be surprised by the proposed Amended Complaint. It is admitted that the Defendant will not be prejudiced by the proposed amendment, if the Court grants such extensions of the time limits imposed by its Order of April 7, 2008 or continuance of the trial date as shall be reasonably necessary in view of the allowance of the assertion of a new cause of action at the present time.

6. The Plaintiff's averment is unintelligible.

WHEREFORE, the Defendant does not oppose the relief sought by Plaintiff's Petition for Leave to Amend Complaint.

Date: April 17, 2008

Respectfully submitted,

Essig, Valeriano & Fudeman, P.C.

By: 

James W. Bentz
Identification No. 27955
1100 Berkshire Blvd., Suite 101
Wyomissing, PA 19610
(610) 376-7252
Counsel for Defendant

VERIFICATION

I, Todd R. Buchanan, do hereby verify that I am Vice President of Perfectemp Refrigeration Service, Inc.; that as such Vice President, I am authorized to make this verification on behalf of said corporation; and, that the facts set forth in the foregoing Answer are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: April 17, 2008

Perfectemp Refrigeration Service, Inc.

By: Todd R. Buchanan
Todd R. Buchanan, Vice President

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

K. DOYLE DRESSLER, t/d/b/a D&D
ELECTRIC,

Plaintiff

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant

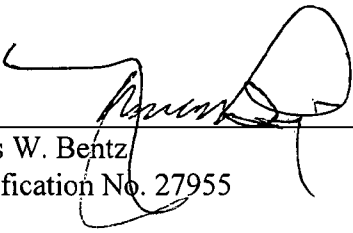
: NO. 07-612 - C.D.
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CERTIFICATE OF SERVICE

I, James W. Bentz, counsel for Defendant, do hereby certify that I did this date serve a true and correct copy of the foregoing Defendant's Answer to Plaintiff's Petition for Leave to Amend Complaint upon counsel of record for Plaintiff, by first class U.S. mail, postage prepaid, addressed as follows:

Benjamin S. Blakley, III, Esquire
Blakley & Jones
90 Beaver Drive, Box 6
DuBois, PA 15801

Date: April 17, 2008



James W. Bentz
Identification No. 27955

UM

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

K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC,	)	NO. 07 - 612 - C.D.
)	
)	
Plaintiff,)	
)	
vs.)	
)	
PERFECTEMP REFRIGERATION SERVICE, INC.,)	
)	
Defendant.)	

FILED 4cc
012:5251 Amy Bakley
APR 25 2008 (GR)

William A. Shaw
Prothonotary/Clerk of Courts


ORDER

AND NOW, this 21st day of April, 2008, this being the day and date for hearing on Plaintiff's Motion for Entry Upon Property of Person not a Party Pursuant to Pa. R.C.P. 4009.33 and Petition for Leave to Amend Complaint, and there appearing to the Court that there is no opposition to said pleadings, it is the ORDER of this Court that:

a. Plaintiff's Motion for Entry Upon Property of Person not a Party Pursuant to Pa. R.C.P. 4009.33 being and is hereby GRANTED, and Plaintiff is hereby granted leave to enter upon the property of Walmart Supercenter Store #5358, 100 South Conestoga Drive, Shippensburg, Pennsylvania, 15255, and Walmart Supercenter Store #1644, 102 AJK Boulevard, Lewisburg, Pennsylvania, 17837, for purposes of photographing refrigeration case installed by the Plaintiff and Defendant on or about January 2007. Plaintiff shall assume all costs involved with the same and shall be responsible for making proper arrangements with Walmart Stores or such other party for the taking of said photographs at such times as may be convenient to the parties; and

b. Plaintiff's Petition for Leave to Amend Complaint being and is hereby GRANTED,
and Plaintiff is granted leave to amend his Complaint as set forth in its Petition.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Judge Robert J. Jones", is written over a horizontal line. The signature is fluid and cursive, with a large initial "J" and "R".

FILED

APR 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/25/08

☒ You are responsible for serving all appropriate parties.

___ The Prothonotary's office has provided service to the following parties:

___ Plaintiff(s) ___ Plaintiff(s) Attorney ___ Other

___ Defendant(s) ___ Defendant(s) Attorney

___ Special Instructions:

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.

)

) Type of Case:

)

) Type of Pleading:

) AMENDED COMPLAINT

)

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III, ESQ.

)

) Supreme Court no. 26331

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, Pa 15801

) (814) 371-2730

FILED 3cc
01/11/08/ Amy Blakley
APR 30 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

NOTICE TO DEFEND

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 IS 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 AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT REQUESTED BY 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.

Daniel J. Nelson
Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, PA 16830
(814) 765-2641

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

K. DOYLE DRESSLER, t/d/b/a D & D)	
ELECTRIC,)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

AMENDED COMPLAINT

AND NOW, comes, Plaintiff, K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC, by and through his attorneys, BLAKLEY & JONES, and files the following Complaint against Defendant, PERFECTEMP REFRIGERATION SERVICE, INC. and in support thereof the following is averred:

1. Plaintiff is K. Doyle Dressler, t/d/b/a D & D Electric, with its principle place of business being located at P. O. Box 764, DuBois, Clearfield County, Pennsylvania.
2. Defendant is Perfectemp Refrigeration Services, Inc., a Pennsylvania corporation, having its principle place of business at P. O. Box 129, 869 Water Street, Shoemakersville, Berks County, Pennsylvania.
3. At all times material hereto, Plaintiff is in the business of electric construction and wiring, among other endeavors.
4. At all times material hereto, the Defendant was in the business of sale and installation of refrigeration equipment.

5. During January 2007, the Defendant contacted the Plaintiff at the Plaintiff's place of business in DuBois, Clearfield County, Pennsylvania, and requested that the Plaintiff provide electrical construction and wiring at the site of a construction of a Wal-Mart store in Lewisburg, Pennsylvania, with the Plaintiff being asked to install necessary wiring and to make final electrical connections to the refrigeration cases at said Wal-Mart, Lewisburg, Pennsylvania, location.

COUNT I - BREACH OF CONTRACT

6. Plaintiff incorporates the allegations contained within paragraphs 1 through 5 of this Complaint as if fully set forth herein.

7. The parties agreed that the Plaintiff would charge the Defendant for time and materials used during the course of the Plaintiff's construction at the Wal-Mart site, and in addition, would charge the Defendant for lodging and meals incurred by the Plaintiff's workers and mileage charges to and from DuBois, Pennsylvania, at the rate of sixty-five (.65) cents per mile, all of which was accepted by the Defendant.

8. The Plaintiff performed in furtherance of its obligations during the period of time of January 15, 2007 through February 3, 2007, during which time the Plaintiff supplied four (4) men to perform the installation and wiring and to make the final connections of the refrigeration units as requested by the Defendant.

9. During the course of Plaintiff's construction at the aforesaid Wal-Mart site, Plaintiff did bill the Defendant a progress billing of \$10,800.00, the same being shown by invoice marked Exhibit "A" and attached hereto.

10. On February 3, 2007, the Plaintiff did present the Defendant with a second progress billing of \$18,000.00, said payment being due February 13, 2007, a copy of said billing is attached hereto and marked Exhibit "B".

11. At the conclusion of the Plaintiff's work at the Wal-Mart, Lewisburg site, the Plaintiff did present the Defendant with a third progress billing showing charges of \$12,236.82. A copy of said billing is attached hereto and marked Exhibit "C".

12. The Defendant has made but one payment to the Plaintiff in the amount of \$10,800.00, leaving an outstanding balance due to the Plaintiff for worked performed at the special insistence of the Defendant of \$30,236.82.

13. Despite repeated requests for payment of same, the Defendant has failed and refused to make payment to the Plaintiff as requested.

14. The actions of the Defendant in failing to pay the Plaintiff for labor and materials, mileage, lodging and meals expended by and incurred by the Plaintiff are in breach of the parties oral agreement of January, 2007.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$30,236.82, together with interest from February 13, 2007, and costs of suit.

COUNT II - ACTION IN QUANTUM MERUIT

15. Plaintiff incorporates the allegations contained within paragraphs 1 through 14 of this Complaint as if fully set forth herein.

16. The oral agreement between Plaintiff and Defendant for Plaintiff's work at the Walmart store in Lewisburg, and more specifically, Defendant's payment for Plaintiff's services under the said oral contract was based upon prior oral contractual relations between the parties

specifically an oral contract between the Plaintiff and Defendant for work done at the Shippensburg Walmart store, in which Plaintiff was paid on a time and materials basis and for mileage, lodging and meals.

17. Based upon the oral agreement of the parties and the past dealings of the parties, the Plaintiff fully and satisfactorily performed its obligations by providing valuable services to the Defendant and for the benefit of Defendant in connection with the performance of its contract at the Walmart, Lewisburg site.

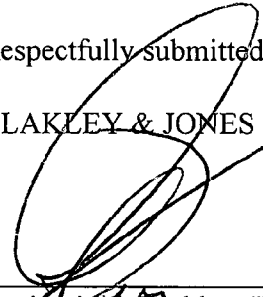
18. That fair and reasonable value of the unpaid services that Plaintiff rendered to the Defendant and costs it incurred on Defendants behalf in connection with the above oral contract is \$30,236.82.

19. Despite repeated requests for payment of the same, the Defendant has failed and refused to make payment to Plaintiff as requested.

WHEREFORE, Plaintiff demands judgment in his favor and against Defendant in the amount of \$30,236.82 together with interests from February 13, 2007, and costs of suit.

Respectfully submitted,

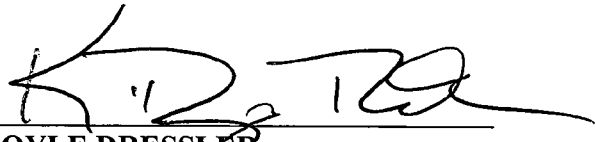
BLAKLEY & JONES



Benjamin S. Blakley, III
Attorney for Plaintiff

VERIFICATION

I, **K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC** hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Amended Complaint are true and correct to the best of my knowledge, information, and belief. I understand that the statements therein are made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.



K. DOYLE DRESSLER

Dated: 4-8-2008

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

K. DOYLE DRESSLER, t/d/b/a D & D ELECTRIC,)	
)	
)	
Plaintiff,)	
	)	NO. 07 - 612 - C.D.
vs.)	
)	
PERFECTEMP REFRIGERATION SERVICE, INC.,)	
)	
)	
Defendant.)	

CERTIFICATE OF SERVICE

I, **BENJAMIN S. BLAKLEY, III**, hereby certify that I served a true and correct copy
of Plaintiff's Amend Complaint on counsel for the Defendant on the 30th day of
April, 2008, by depositing the same with the United States Postal Service via
First-Class Mail, postage pre-paid, addressed as follows:

James W. Bentz, Esquire
1100 Berkshire Blvd Ste 101
Wyomissing, PA 19610

BLAKLEY & JONES

Benjamin S. Blakley, III
Attorney for Plaintiff

Electrical Construction
Home Automation
Security & Fire Alarm Systems



Control Wiring
Telephone, Paging & Sound Systems
Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 1

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

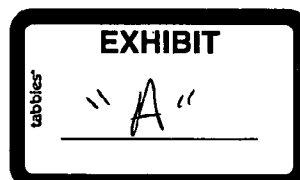
Invoice#: 200410748
Invoice Date: 01/22/2007
Due Date: 02/01/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:
PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
M176	PROGRESS BILLING	1.00	10,800.00 E	10,800.00
Misc Charges :				10,800.00
Total Due				\$10,800.00

Terms: Net Due 10 Days



Electrical Construction
Home Automation
Security & Fire Alarm Systems



Control Wiring
Telephone, Paging & Sound Systems
Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 1

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

Job: LEWISBURG, PA - WALMART
Job#: CA031

Invoice#: 200410764
Invoice Date: 02/03/2007
Due Date: 02/13/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Work Performed:
PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
M176	PROGRESS BILLING	1.00	18,000.00 E	18,000.00
Misc Charges :				18,000.00
Total Due				<u>\$18,000.00</u>

Terms: Net Due 10 Days



Electrical Construction
Home Automation
Security & Fire Alarm Systems



Control Wiring
Telephone, Paging & Sound Systems
Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 1 of 2

PERFECTEMP REFRIGERATION SERVICE, INC.
P. O. BOX 129
869 WATER STREET
SHOEMAKERSVILLE, PA 19555

Invoice#: 200410767
Invoice Date: 02/03/2007
Due Date: 02/13/2007
PO#: TODD
Customer ID: PERFECTEMP
Phone#: (484) 668-6100 Ext.:
Fax #: (484) 668-6101

Job: LEWISBURG, PA - WALMART
Job#: CA031

Work Performed:
PROGRESS BILLING - FINAL CASE CONNECTIONS

Item	Description	Qty	Price	Total
T100	#6 THHN WIRE	1,000.00	382.22 M	382.22
T101	#8 THHN WIRE	560.00	253.30 M	141.85
T102	#12 THHN STR WIRE	3,000.00	99.95 M	299.84
T103	#10 THHN STR WIRE	2,000.00	153.88 M	307.75
T104	1" EMT	580.00	55.35 C	321.00
T105	3/4" EMT	500.00	32.45 C	162.26
T106	1" EMT CONNECTOR SS STEEL	67.00	0.46 E	30.82
T107	3/4" EMT CONNECTOR SS STEEL	47.00	0.23 E	10.81
T108	1" EMT COUPLER SS STEEL	36.00	0.42 E	15.12
T109	3/4" EMT COUPLER SS STEEL	60.00	0.30 E	18.00
T110	1" EMT 1 HOLE STRAP	106.00	0.11 E	11.66
T111	3/4" EMT 1 HOLE STRAP	55.00	0.07 E	3.85
T112	3/4" LIQ CONN ST	80.00	2.00 E	160.00
T113	3/4" LIQ CONN 45	6.00	2.54 E	15.24
T114	1" LIQ CONN ST	4.00	2.65 E	10.60
T115	1" LIQ CONN 45	4.00	4.24 E	16.96
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T130	TAN WIRENUTS, BAG	2.00	42.35 E	84.70
T131	2 GANG FS BOX	7.00	8.64 E	60.48

EXHIBIT

tabbies

"C"

Electrical Construction

Home Automation

Security & Fire Alarm Systems



Control Wiring

Telephone, Paging & Sound Systems

Computer Network & Fiber Optic Cabling

P.O. BOX 764 - DUBOIS, PA 15801 - 814-375-0511 TEL - 814-375-1006 FAX

Invoice

Page 2 of 2

Job: LEWISBURG, PA - WALMART
Job#: CA031

Invoice#: 200410767

Item	Description	Qty	Price	Total
T132	2 GANG FS BOX COVER	7.00	2.54 E	17.78
T133	4-11/16" EXT RING	1.00	5.69 E	5.69
T134	4-11/16" COVER	1.00	1.16 E	1.16
T135	WIRE MARKER, BOOK	10.00	14.50 E	145.00
T136	WIRE TIE, BAG	2.00	60.38 E	120.76
7400	Misc. Material - Online Services	1.00	212.54 E	212.54
Material :				3,318.67
L100	Electrician - Manhours	673.50	45.00 H	30,307.50
Labor :				30,307.50
M192	Mileage	10,624.00	0.65 E	6,905.60
M176	Lodging & Meals	1.00	505.05 E	505.05
Misc Charges :				7,410.65
C101	Prior Payment	1.00	-10,800.00 E	-10,800.00
C102	Prior Billing	1.00	-18,000.00 E	-18,000.00
Credits :				-28,800.00
Total Due				\$12,236.82

Terms: Net Due 10 Days

File Copy

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

K. DOYLE, DRESSLER, t/d/b/a D & D
ELECTRIC,

Plaintiff,

vs.

PERFECTEMP REFRIGERATION
SERVICE, INC.,

Defendant.

) NO. 07 - 612 - C.D.

)

) Type of Case:

)

) Type of Pleading:

) PRAECIPE TO SETTLE, DISCONTINUE

) AND END

)

) Filed on Behalf of:

) PLAINTIFF

)

) Counsel of Record:

) BENJAMIN S. BLAKLEY, III

) Supreme Court No. 26331

)

) LEANNE NEDZA

) Supreme Court No. 89383

)

) BLAKLEY & JONES

) 90 Beaver Drive, Box 6

) DuBois, Pa 15801

) (814) 371-2730

FILED

APR 30 2011

William A. Shaw

Prothonotary/Clerk of Courts

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

K. DOYLE DRESSLER, t/d/b/a D & D	)	NO. 07 - 612 - C.D.
ELECTRIC,)	
)	
Plaintiff,)	
)	
vs.)	
)	
PERFECTEMP REFRIGERATION)	
SERVICE, INC.,)	
)	
Defendant.)	

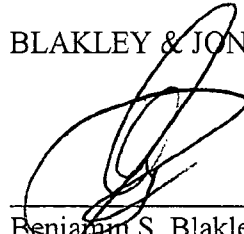
PRAECIPE TO SETTLE, DISCONTINUE AND END

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Please mark the above matter as settled, discontinued and ended.

Respectfully submitted,

BLAKLEY & JONES




Benjamin S. Blakley, III
Attorney for Plaintiff

CERTIFICATE OF SERVICE

This will certify that the undersigned served a copy of the foregoing Praecipe to Settle, Discontinue and End in the above-captioned matter on the following parties at the addresses shown below by first-class U.S. Mail on the 29th day of April, 2010:

James W. Bentz, Esquire
Essig Valeriano & Fuddeman PC
1100 Berkshire Boulevard Ste 101
Wyomissing PA 19601



Benjamin S. Blakley, III