

07-788-CD  
Randy Roberts vs John Duprez

Randy Roberts vs John Duprez  
2007-788-CD

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

MAY 18 2007

William A. Shaw  
Prothonotary/Clerk of Courts

MAILED NOTED &  
M.D.J. RETURN

RAVON  
ROBERTS

CIVIL ACTION

No. 2007-788-CD

Type of Case: Appeal D.T.

Type of Pleading: \_\_\_\_\_

Filed on Behalf of:

John Dwyer  
(Plaintiff/Defendant)

John Dwyer  
(Plaintiff)

148 Wildwood LN  
(Street Address)

Marietta PA 16858  
(City, State ZIP)

VS.

Randy Roberts  
(Defendant)

1285 Centre RD  
(Street Address)

Osceola Mills PA 16666  
(City, State ZIP)

John Dwyer  
(Filed by)

148 Wildwood LN  
(Address)

(814) 345-6055  
(Phone)

[Signature]  
(Signature)

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

CLEARFIELD  
Judicial District, County Of

46TH

## NOTICE OF APPEAL


FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-788-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <b>John J. Duprez</b>	MAG. DIST. NO. <b>46-3-03</b>	NAME OF D.J. <b>Michael A. Redella</b>
ADDRESS OF APPELLANT <b>148 Wildwood Lane</b>	CITY <b>Morrisdale</b>	STATE <b>PA</b>
DATE OF JUDGMENT <b>5/11/07</b>	IN THE CASE OF (Plaintiff) <b>Randy Roberts</b>	(Defendant) <b>John J. Duprez</b>
DOCKET No. <b>CV-0000098-07</b>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 	

This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B.

This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action

before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

\_\_\_\_\_  
Signature of Prothonotary or Deputy

**FILED**

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

MAY 18 2007

of 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PRAECIPE: To Prothonotary

Enter rule upon

**Randy Roberts**

Name of appellee(s)

appellee(s), to file a complaint in this appeal

(Common Pleas No. **2007-788-CD**) within twenty (20) days after service of rule or suffer entry of judgment of non pros.



Signature of appellant or attorney or agent

RULE: To

**Randy Roberts**

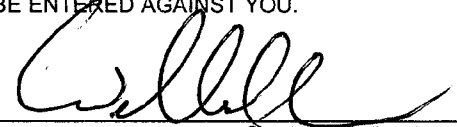
Name of appellee(s)

, appellee(s)

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

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

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

Date: **May 18, 2007**

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield ; ss

**AFFIDAVIT:** I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_, 20\_\_\_\_, ☒ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) Randy Roberts, on  
\_\_\_\_\_, 20\_\_\_\_ ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Signature of official before whom affidavit was made

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_, 20\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**  
Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF: NAME and ADDRESS  
**ROBERTS, RANDY  
1285 CENTRE RD.  
OSCEOLA MILLS, PA 16666**

VS.  
DEFENDANT: NAME and ADDRESS  
**DUPREZ, JOHN J  
148 WILDWOOD LANE  
MORRISDALE, PA 16858**

**JOHN J. DUPREZ  
148 WILDWOOD LANE  
MORRISDALE, PA 16858**

Docket No.: **CV-0000098-07**  
Date Filed: **4/16/07**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **5/11/07**

☒ Judgment was entered for: (Name) **ROBERTS, RANDY**

☒ Judgment was entered against: (Name) **DUPREZ, JOHN J**  
in the amount of \$ **1,901.50**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>1,814.00</b>
Judgment Costs	\$ <b>87.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	\$ <b>1,901.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	\$ <b>1901.50</b>

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

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**5-10-07** Date **MARUDELLA**, Magisterial District Judge

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.  
**5/17/07** Date **MARUDELLA**, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

CLEARFIELD  
Judicial District, County Of

46TH

## NOTICE OF APPEAL

FROM

## DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No. 2007-788-CD

## NOTICE OF APPEAL

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

NAME OF APPELLANT <u>John J. Duprez</u>		MAG. DIST. NO. <u>46-3-03</u>	NAME OF D.J. <u>Michael A. Redella</u>	
ADDRESS OF APPELLANT <u>148 Wildwood Lane</u>		CITY <u>Morrisdale</u>	STATE <u>PA</u>	ZIP CODE <u>16858</u>
DATE OF JUDGMENT <u>5/11/07</u>	IN THE CASE OF (Plaintiff) <u>Randy Roberts</u>		(Defendant) <u>John J. Duprez</u>	
DOCKET No. <u>CV-0000098-07</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT <u>[Signature]</u>			
This block will be signed ONLY when this notation is required under Pa. R.C.P.D.J. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D.J. No. 1001(6) in action before a District Justice, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

Enter rule upon Randy Roberts appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 2007-788-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Randy Roberts, appellee(s)  
Name of appellee(s)

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

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

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

Date: May 18, 2007

[Signature]  
Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.

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

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_; ss

**AFFIDAVIT:** I hereby (swear) (affirm) that I served

☐ a copy of the Notice of Appeal, Common Pleas No. \_\_\_\_\_, upon the District Justice designated therein on  
(date of service) \_\_\_\_\_, 20\_\_\_\_, ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto, and upon the appellee, (name) \_\_\_\_\_, on  
\_\_\_\_\_, 20\_\_\_\_ ☐ by personal service ☐ by (certified) (registered) mail,  
sender's receipt attached hereto.

(SWORN) (AFFIRMED) AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of affiant

\_\_\_\_\_  
Signature of official before whom affidavit was made.

\_\_\_\_\_  
Title of official

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

**FILED**  
**MAY 18 2007**  
Prothonotary/Clerk of Courts  
William A. Shaw

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

2007-788-CD  
**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

Mag. Dist. No.: **46-3-03**  
MDJ Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA**  
Telephone: **(814) 345-6789 16847-0444**

PLAINTIFF: **ROBERTS, RANDY**  
NAME and ADDRESS  
**1285 CENTRE RD.  
OSCEOLA MILLS, PA 16666**

VS.  
DEFENDANT: **DUPREZ, JOHN J**  
NAME and ADDRESS  
**148 WILDWOOD LANE  
MORRISDALE, PA 16858**

Docket No.: **CV-0000098-07**  
Date Filed: **4/16/07**



**MICHAEL A. RUDELLA  
131 ROLLING STONE ROAD  
PO BOX 210  
KYLERTOWN, PA 16847-0444**

**THIS IS TO NOTIFY YOU THAT:**

Judgment: **FOR PLAINTIFF** (Date of Judgment) **5/11/07**

☒ Judgment was entered for: (Name) **ROBERTS, RANDY**

☒ Judgment was entered against: (Name) **DUPREZ, JOHN J**  
in the amount of \$ **1,901.50**

☐ Defendants are jointly and severally liable.

☐ Damages will be assessed on Date & Time \_\_\_\_\_

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127  
\$ \_\_\_\_\_

☐ Portion of Judgment for physical damages arising out of  
residential lease \$ \_\_\_\_\_

Amount of Judgment	\$ <b>1,814.00</b>
Judgment Costs	\$ <b>87.50</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 1,901.50</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ 1,901.50</b>

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UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

**FILED**

**MAY 30 2007**

0/12:40/4 ©  
William A. Shaw  
Prothonotary/Clerk of Courts

576-07 Date *MA Rudella*, Magisterial District Judge

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

5/27/07 Date *MA Rudella*, Magisterial District Judge

My commission expires first Monday of January, **2012**

SEAL

AOPC 315-06

DATE PRINTED: **5/11/07 10:08:00 AM**



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

**RANDY ROBERTS**  
Plaintiff/Appellant

vs.

**JOHN J. DUPREZ**  
Defendant/Appellee

District Justice Appeal  
CASE NO. 2007-788-C.D.

Type of Pleading:  
**COMPLAINT**

Filed on Behalf of:  
**RANDY ROBERTS**  
**PLAINTIFF**  
1285 Centre Road  
Osceola Mills, Pa. 16666

**FILED** <sup>icc</sup>  
0/1:32/30 <sup>Pff</sup>  
JUN 04 2007

William A. Shaw  
Prothonotary/Clerk of Courts

COMPLAINT - NOTICE TO DEFEND

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

**RANDY ROBERTS**  
Plaintiff/Appellant

District Justice Appeal  
CASE NO. 2007-788-C.D.

vs.

Type of Pleading:  
**COMPLAINT**

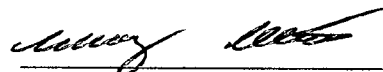
**JOHN J. DUPREZ**  
Defendant/Appellee

**NOTICE**

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

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

Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, Pa. 16830  
(814) 765-2641, extension 1300

  
RANDY ROBERTS, Plaintiff

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

**RANDY ROBERTS**  
Plaintiff/Appellant

District Justice Appeal  
CASE NO. 2007-788-C.D.

vs.

Type of Pleading:  
**COMPLAINT**

**JOHN J. DUPREZ**  
Defendant/Appellee

**COMPLAINT**

NOW, comes the Plaintiff, Randy Roberts, and files the following Complaint:

1. The Plaintiff is Randy Roberts, an adult individual whose address is 1285 Centre Road, Osceola Mills, Pennsylvania 16666.
2. The Defendant is John J. Duprez, an adult individual whose address is 148 Wildwood Lane, Morrisdale, Pennsylvania 16858.
3. On or about September 2006 the Defendant sold to the Plaintiff a trailer for the agreed purchase price of Two Thousand (\$2,000.00) Dollars.
4. The Plaintiff and Defendant agreed that payment for the trailer would be as follows:
  - (A). One Thousand Two Hundred (\$1,200.00) Dollars cash
  - (B). Remove one (1) engine and install another engine in a 1993 Chevrolet 2500 Pick-up Truck, and miscellaneous repairs on a 1996 Ford Van.
5. The Plaintiff paid to the Defendant One Thousand Two Hundred (\$1200.00) Dollars in cash, and completed the agreed upon work and repairs on both of the said vehicles.
6. The value of the materials and labor for the Chevrolet Pick-up totals Six Hundred and Seven (\$607.00) Dollars, and the value of the materials and labor for the Ford Van totals One Hundred and Ninety-Six Dollars and Fifty Cents (\$196.50). Itemization of these amounts are attached and marked as Exhibit "A".
7. After the money was paid and the work was done on the vehicles, the Defendant took both vehicles and used them. Both parties considered the purchase price of the trailer to be paid in full.

8. In addition to the above agreement, the Plaintiff also did work on the trailer. The total value of the materials and labor on the trailer totals Six Hundred and Fourteen (\$614.00) Dollars. Itemization of these amounts are attached and marked as Exhibit "B".

9. The Defendant never transferred the title to the trailer to the Plaintiff and on April 12, 2007, the Defendant went to the Plaintiff's house and took the trailer, which he still has.

10. The Plaintiff then brought action against the Defendant before District Justice Michael Rudella for which he paid a filing fee of Eighty-Seven Dollars and Fifty Cents (\$87.50).

11. At the present time the Defendant has the trailer, the Plaintiff's cash, and has never paid the Plaintiff for the work which was done on the truck, the van, or the trailer.

12. Since the Defendant has the trailer, the Plaintiff has had to hire out to haul equipment in the amount of One Hundred and Twenty (\$120.00) Dollars. Itemization for hauling is attached and marked as Exhibit "C".

13. The Plaintiff brings this action against the Defendant to recover the following items:

- (A). One Thousand Two Hundred (\$1200.00) Dollars in cash paid.
- (B). Six Hundred and Seven (\$607.00) Dollars in labor and materials on the Chevrolet Pick-up Truck.
- (C). One Hundred and Ninety-Six Dollars and Fifty Cents (\$196.50) in labor and materials on the Ford Van.
- (D). Six Hundred and Fourteen (\$614.00) Dollars in materials and labor on the trailer.
- (E). Eighty-Seven Dollars and Fifty Cents (\$87.50) paid as a filing fee to the District Justice.
- (F). One Hundred and Twenty (\$120.00) in equipment hauling fees.
- (G). Any and all legal fees associated with this case paid or yet to be paid.
- (H). 1 ½% interest per month on money owed.
- (I). Lost wages.
- (J). Any other incurred costs.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$2825.00, plus interest, court costs, legal fees, and such other reasonable costs as the court may allow.

**VERIFICATION**

I, Randy Roberts, Plaintiff, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

  
\_\_\_\_\_  
RANDY ROBERTS

Untitled

TRUCK

VAN

Oil	\$12.00
Filter	5.00
Antifreeze	40.00
Labor	550.00
Total	\$607.00

Brake Line	\$20.00
Brake Fluid	4.00
Fittings	7.50
Fuel Pump Fuses	15.00
Labor	150.00
Total	196.50

Truck	\$607.00
Van	196.50

Parts & Labor

Total	\$803.50
Cash Pd.	1200.00
to John	

Grand Total ~~PAID OUT~~  
for Trailer \$2003.50

Untitled

TRAILER PARTS AND LABOR

Cut brake drums, repairs to brake system, and repack wheel bearings

Labor	\$129.00
Parts	60.00

Replace 2 pressure treated deck planks

Labor	43.00
Lumber	50.00

Install new marker lights and clearance lights. Install reflective tape. Wire in new lights.

Labor	86.00
Parts	50.00

Install 2 ramp safety latches

Labor	25.00
Parts	20.00

Repair bent fenders

Labor	50.00
-------	-------

Paint ramps and tongue

Labor	86.00
Paint	15.00

Grand Total \$614.00





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

RANDY ROBERTS,  
Plaintiff

No. 07-788- C.D.

Vs.

JOHN J. DUPREZ,  
Defendant

Type of Pleading  
Certificate Of Service  
(Mail)

Filed on Behalf of:  
RANDY ROBERTS  
Plaintiff

Counsel of Record for  
this Party:

PRO SE

FILED <sup>icc</sup>  
07/15/07 Piff  
JUN 04 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

RANDY ROBERTS,  
Plaintiff

No. 07-788- C.D.

Vs.

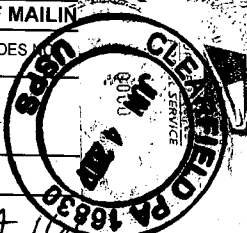
JOHN J. DUPREZ,  
Defendant

CERTIFICATE OF SERVICE

I, RANDY ROBERTS, Plaintiff above named, do hereby certify that on the Monday day  
of June, 4, 2007, I caused a certified copy of the Complaint to be mailed,  
first class - postage prepaid, to the Defendant at his address as follows:

John J. DuPrez  
148 Wildwood Lane  
Morrisdale, Pennsylvania 16858.

  
RANDY ROBERTS

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From			
Roberts			
1285 Centre Rd			
Osceola Mills PA 16830			
One piece of ordinary mail addressed to:			
John Duprez			
148 Wildwood Lane			
Morrisdale PA 16858			
		U.S. POSTAGE PAID CLEARFIELD, PA 16830 JUN 04 07 AMOUNT \$1.05 00190512-08	

**FILED**

**JUN 04 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

1-10

1-10

11

11

11

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

RANDY ROBERTS,

Plaintiff,

vs.

JOHN J. DUPREZ,

Defendant.

No. 2007-788-CD

Type of case: Appeal from Award  
of the District Magistrate

Type of pleading: Answer, New  
Matter and Counterclaim

Filed on behalf of: Defendant

Counsel for Defendant:  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-6500

FILED 300  
018:43/30 Atty  
JUL 09 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

RANDY ROBERTS,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-788-CD
	:	
JOHN J. DUPREZ,	:	
	:	
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 answer, new matter and counterclaim and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
230 East Market Street, Suite 228  
Clearfield, Pennsylvania 16830  
(814) 765-2641

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

RANDY ROBERTS,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-788-CD
	:	
JOHN J. DUPREZ,	:	
	:	
Defendant.	:	

**ANSWER**

NOW, come the Defendant, JOHN J. DUPREZ, by and through his attorneys,  
NEISWENDER & KUBISTA and makes his Answer to Plaintiffs' Complaint as follows:

1. Paragraph 1 is admitted.
2. Paragraph 2 is admitted.
3. Paragraph 3 is admitted in part, denied in part. It is admitted that Defendant agreed to sell the trailer in question to Plaintiff. It is denied that there was a total purchase price agreed upon.
4. Paragraph 4(A.) is admitted.  
  
Paragraph 4(B.) is admitted in part, denied in part. It is admitted that Plaintiff was to complete repairs on Defendant's 1993 Chevrolet 2500 Pick-up Truck. It is denied that Plaintiff was to replace the engine or complete repairs on a 1996 Ford Van.
5. Paragraph 5 is admitted in part, denied in part. It is admitted that Plaintiff paid Defendant One Thousand Two Hundred Dollars (\$1,200.00) in cash. It is denied that Plaintiff completed the agreed upon work and repairs to both vehicles.

6. Paragraph 6 is denied. It is denied that the value of Plaintiff's materials and labor for the Chevrolet Pick-up Truck totaled Six Hundred and Seven Dollars (\$607.00) and the value of Plaintiff's materials and labor for the Ford Van totaled One Hundred Ninety-six Dollars and Fifty Cents (\$196.50). Strict proof thereof is demanded.
7. Paragraph 7 is denied. It is denied that the work was completed on the Chevrolet Pick-up Truck. Defendant does not have knowledge of work that may have been done on the Ford Van. Defendant did not consider the purchase price of the trailer to be paid in full.
8. Paragraph 8 is denied. It is denied that Plaintiff did work on the trailer valued at Six Hundred and Fourteen Dollars (\$614.00). Strict proof thereof is demanded.
9. Paragraph 9 is admitted. Defendant did repossess the trailer following Plaintiff's breach of the agreement.
10. Paragraph 10 is admitted.
11. Paragraph 11 is admitted in part, denied in part. It is admitted that Defendant had the trailer and cash in his possession. It is denied that Plaintiff was not paid for a portion of the work he completed on the truck. It is admitted that Plaintiff was not paid for work done on the van or trailer, as neither was part of the agreement between the parties.
12. Paragraph 12 is neither admitted, nor denied. After a reasonable investigation, Defendant is without knowledge sufficient to formulate an answer to Plaintiff's averment.
13. Paragraph 13 does not require an answer.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiff's Complaint and enter judgment in favor of the Defendant.

**NEW MATTER**

NOW, comes the Defendant, JOHN J. DUPREZ, by and through his attorneys,  
NEISWENDER & KUBISTA and avers as New Matter the following:

14. Defendant restates and incorporates Paragraphs 1 through 13 above as if stated at length herein.
15. In September 2006, Defendant entered into an oral contract to sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1,200.00) in addition to Plaintiff performing all work necessary for Defendant's Chevrolet Pick-up Truck to pass state inspection.
16. The 1996 Ford Van was not part of the agreement as it was in the possession of Defendant's estranged wife.
17. After many months had passed with no progress on the work to Defendant's truck, Defendant agreed to pay Plaintiff Three Hundred Fifty Dollars (\$350.00) to replace the engine in the Chevrolet Pick-up Truck. This agreement was separate from the initial agreement and Plaintiff was paid in full for the job when it was completed.
18. Plaintiff never repaired the Chevrolet Pick-up Truck to the condition where it would pass state inspection.
19. During the approximately nine (9) months that Plaintiff was working on the Chevrolet Pick-up Truck, he used the trailer with no compensation to Defendant.
20. The improvements allegedly made to the trailer consisted of adding reflective tape and running lights. Both were done at minimal cost and without Defendant's consent.
21. When it became apparent to Defendant that Plaintiff had no intention of completing the work on the Chevrolet Pick-up Truck and was in breach of the contract, Defendant repossessed the trailer.



22. Defendant is not responsible for any costs associated with work completed on the van or the trailer, as the work was not part of the agreement between Plaintiff and Defendant.
23. Defendant was forced to expend a significant amount of money to repair the Chevrolet Pickup Truck to the condition that it would pass state inspection.
24. Plaintiff's cause of action is barred by the doctrine of accord and satisfaction.
25. Defendant acted with the consent of the Plaintiff.
26. Plaintiff's cause of action is barred by estoppel.
27. Plaintiff's cause of action is barred because Plaintiff failed to give consideration.
28. Plaintiff's cause of action is barred due to fraud perpetrated by the Plaintiff.
29. Defendant's actions were at all times justified.
30. Plaintiff's cause of action is barred by the doctrine of laches.
31. Defendant acted as a result of license given by the Plaintiff.
32. Defendant acted with privilege at all times.
33. Plaintiff's cause of action is barred because Defendant was released from obligation.
34. Plaintiff's cause of action is barred by the statute of frauds.
35. Plaintiff's cause of action is barred by the statute of limitations.
36. Plaintiff's cause of action is barred by the doctrine of truth and waiver.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendant.

## **COUNTERCLAIM**

NOW, comes the Defendant, JOHN J. DUPREZ, by and through his attorneys,  
NEISWENDER & KUBISTA and avers as a Counterclaim the following:

### **COUNT I – BREACH OF CONTRACT**

37. Defendant restates and incorporates Paragraphs 1 through 36 above as if stated at length herein.
38. Defendant entered into an oral contract with Plaintiff to sell a trailer in exchange for One Thousand Two Hundred Dollars (\$1,200.00) and repairs on Defendant's Chevrolet Pick-up Truck to the extent that it would pass state inspection.
39. Plaintiff breached the contract by failing to complete the repairs on Defendant's Chevrolet Pick-up Truck.
40. When Defendant became aware that Plaintiff was not going to complete the contract, Defendant repossessed the trailer.
41. During the nine (9) months that Plaintiff had Defendant's Chevrolet Pick-up Truck in his possession, Defendant was without the use of his truck for work. Defendant expended over Eight Hundred Dollars (\$800.00) securing alternate transportation during that time.
42. As a result of Plaintiff's breach, Defendant was required to spend a significant amount of money to repair his truck to the condition that it would pass state inspection. *See attached Exhibit "A"*

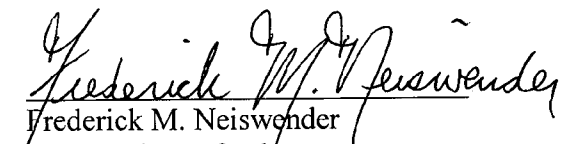
WHEREFORE, Defendant demands judgment in his favor and against the Plaintiff in an amount less than \$20,000.00, plus interest and costs of the suit.

**COUNT II – UNJUST ENRICHMENT**

43. Defendant restates and incorporates Paragraphs 1 through 42 above as if stated at length herein.
44. During the nine (9) months that Plaintiff was allegedly working on Defendant's truck, Defendant purchased various parts totaling One Hundred Seventy-seven dollars and Seventy-two Cents (\$177.72) to finish the job, which was never completed. The parts were never returned to Defendant. *See attached Exhibit "B"*
45. Also, during the time period mentioned above, Plaintiff maintained the use and enjoyment of the trailer prior to completing the contract. Defendant is entitled to reasonable rent for the use of the trailer during that time period.
46. When Defendant repossessed the trailer in question, Plaintiff retained chains and binders valued at Six Hundred Thirty-eight Dollars and Three Cents (\$638.03) that were the property of Defendant and not part of the oral contract. When Defendant requested their return, Plaintiff refused. *See attached Exhibit "C"*
47. As set forth above, Defendant acted to his detriment in reliance upon the oral contract between he and Plaintiff. Upon Plaintiff's breach Defendant is entitled to compensation for his loss in the form of damages.

WHEREFORE, Defendant demands judgment in his favor and against the Plaintiff in an amount less than \$20,000.00, plus interest and costs of the suit.

Respectfully submitted,

  
Frederick M. Neiswender  
Counsel for Defendant

Mark Stiner 3 Garage AB  
263-4089

410839

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE <b>4-20-07</b>	
NAME <b>John Duprez</b>					
ADDRESS					
CITY, STATE, ZIP					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD PAID OUT
<b>73 Chev Tk</b>		<b>5.7</b>	<b>Engin</b>		
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	<b>* Set Full Gaskets</b>				
2	<b>Rings 4 Rod Bearings</b>				<b>260.00</b>
3					
4	<b>Front Brake Pads</b>				<b>22.00</b>
5	<b>Rear Brake Shoes</b>				<b>22.00</b>
6					
7	<b>2 Wheel Bearings</b>			<b>60.00</b>	<b>120.00</b>
8					
9	<b>2 hrs Labor</b>			<b>25.00</b>	<b>50.00</b>
10					
11					
12	<b>Estimate Sub total</b>				<b>949.00</b>
13					
14	<b>Tax</b>				<b>56.94</b>
15					
16					
17	<b>Estimate Total</b>				<b>1005.94</b>
18					
19					
20					
RECEIVED BY					

adams  
5805

KEEP THIS SLIP FOR REFERENCE

Exhibit "A"



We're ready in Advance.

Store # 01257  
(814) 342-9101  
AMES PLAZA, RT. 322  
PHILIPSBURG Ph 16866  
11/11/2006 12:16:00 REG 01  
Cashier: Matthew J

ITEM	QTY	PRICE	TOTAL
OIL THREAD KT HELIC		4553145	
55466	10	\$29.98	\$29.98
Sub total			\$29.98
Tax @ 6.00%			\$1.80
Total			\$31.78

Transaction #2467

(000)000-0000

CARD TYPE: MasterCard

ACCOUNT #:XXXXXXXXXXXX7641

AUTH CODE: 183596 AMOUNT: \$31.78

Cardholder acknowledges receipt of goods and/or services to the amount of total shown hereon and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Scan to RETURN items



\*X75193001.in7\*

Transaction #2467

RECEIPT REQUIRED FOR RETURNS

WARRANTY INFORMATION AVAILABLE

Visit us at [www.advanceautoparts.com](http://www.advanceautoparts.com)

CUSTOMER COPY

Exhibit "B"



*2001-2003*

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

CONTROL NO.

134 95

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

RECEIVED BY ☒

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

ACCT. NO.	SOLD TO
04815 DARALEE DUPREZ	
STORE EMPLOYEE	
(8)MC-7641/821730	

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/08/06	212084	07245617		0
TIME	PURCHASE ORDER NO.		ATTENTION	
5:52				
INVOICE TYPE		M/C		

QUANTITY	PART NUMBER		LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE	
1996	Ford Truck E250 3/4 Ton Econoline - 5.8 L 3								
1.00	1050-ST		THM	OUTLET 6A	0.680	0.270	0.27	11	
1.00	ES2500		SOR	BOOS PAC	122.890	73.740	73.74	11	
SUB TOTAL		74.01	MISC	0.00	6.000 % TAX	4.44	TOTAL	78.45	CASH



*2001-2003*

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

CONTROL NO.

134 40

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

RECEIVED BY ☒

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

ACCT. NO.	SOLD TO
04815 DARALEE DUPREZ	
STORE EMPLOYEE	
(9)MC-7641/354730	

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/09/06	212306	07245617		0
TIME	PURCHASE ORDER NO.		ATTENTION	
5:43				
INVOICE TYPE		M/C		

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE				
1.00	16PB	LIN	WESTLY BL	4.590	2.090	2.09	11				
1.00	H5-3428-A	NGA	HEAD SET	120.260	54.120	54.12	11				
SUB TOTAL				56.21	MISC	0.00	6.000 % TAX	3.38	TOTAL	59.59	CASH



*2001-2003*

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

CONTROL NO.

1340611

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

RECEIVED BY ☒

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

ACCT. NO.	SOLD TO
04815 DARALEE DUPREZ	
STORE EMPLOYEE	
(10)MC-7641/768275	

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/10/06	212467	07245617		0
TIME	PURCHASE ORDER NO.		ATTENTION	
12:28				
INVOICE TYPE		M/C		

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1.00	575-1072	BK	AIR BLOW	4.990	2.590	2.59	T1
2.00	6752	TCC	STARTING	1.990	1.050	2.10	T1
1.00	72757	FOR	WIRE KNOT	6.900	2.760	2.76	T1
Exhibit "B"							
SUB TOTAL	7.45	MISC.	0.00	6.000 % TAX	0.45	TOTAL	7.90
							CASH

Exhibit "B"



## H & B HARDWARE

BOX 66 • KYLERTOWN, PA 16847  
MOUNTAIN VIEW CENTER  
TEL: 345-6416

Customer's Order No. _____		Date <u>4/19</u> 20 <u>07</u>				
Name <u>John Duprez</u>						
Address _____						
<u>Price Quote</u>						
SOLD BY <u>RK</u>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
<u>6</u>	<u>Hooks</u>			<u>9.19</u>	<u>55.14</u>	
<u>65ft</u>	<u>Chain</u>			<u>3.59</u>	<u>233.35</u>	
<u>4</u>	<u>Pinder</u>			<u>24.99</u>	<u>299.96</u>	
<u>1</u>	<u>Tie Downs (2 Pak)</u>			<u>27.99</u>	<u>27.99</u>	
<u>1</u>	<u>Tie Downs (3 Pak)</u>			<u>21.59</u>	<u>21.59</u>	
All claims and returned goods MUST be accompanied by this bill.				TAX		
<u>13984</u> Received By _____				TOTAL	<u>638.03</u>	

EN-GS-58

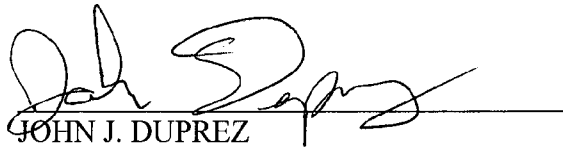
AUTOMATIC BUSINESS PRODUCTS CO., INC., 1531 AIRWAY CIRCLE, NEW SMYRNA BEACH, FL 32168,  
ORDER TOLL FREE 1-800-243-8192 117270-BT

DT 3-00

Exhibit "C"

JOHN J. DUPREZ hereby states that he is the Defendant in this action and that the statements of fact made in the foregoing Answer, New Matter and Counterclaim are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 7/3/07

  
JOHN J. DUPREZ



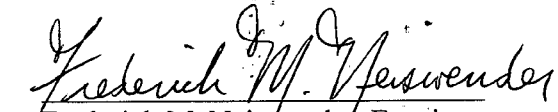
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY ROBERTS,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-788-CD
	:	
JOHN J. DUPREZ,	:	
	:	
Defendant.	:	

**CERTIFICATE OF SERVICE**

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer, New Matter and Counterclaim was made upon Randy Roberts on July 9, 2007, by mailing, first class, postage prepaid, a true copy to him, at the following address:

Randy Roberts  
1285 Centre Road  
Osceola Mills, Pennsylvania 16666

  
Frederick M. Neiswender, Esquire  
Counsel for Defendant

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,  
PENNSYLVANIA

**RANDY ROBERTS**  
Plaintiff/Appellant

vs.

District Justice Appeal  
CASE NO. 2007-788-C.D.

**JOHN J. DUPREZ**  
Defendant/Apellee


**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment against the Defendant above named in the amount of \$3390.76 plus costs for the Defendant failure to answer the Complaint within twenty (20) days of service thereof.

I hereby certify that a Notice of Intention to Enter Default Judgment was mailed to the Defendant on June 27, 2007, being at least ten (10) days prior to the date of the filing of this Praecipe. A true and correct copy of the Notice of Intention to Enter Default Judgment mailed in this case is attached to this Praecipe.

  
\_\_\_\_\_  
RANDY ROBERTS

**FILED** as \$20.00 Piff  
0/8:30 am notice to deft  
JUL 10 2007 statement to Atty  
  
William A. Shaw  
Prothonotary/Clerk of Courts

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

**RANDY ROBERTS**  
Plaintiff/Appellant

vs.

District Justice Appeal  
CASE NO. 2007-788-C.D.

**JOHN J. DUPREZ**  
Defendant/Apellee

To: John J. Duprez

Date of Notice: June 26, 2007

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGEMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE YHIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830  
(814)-765-2641, EXTENSION 1300



1285 CENTRE ROAD  
OSCEOLA MILLS, PA. 16666

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Randy Roberts

Vs.

No. 2007-00788-CD

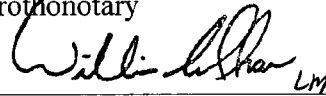
John J. Duprez

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$3390.76 on July 10, 2007.

William A. Shaw

Prothonotary

A handwritten signature in cursive script, appearing to read 'William A. Shaw', with a small 'LM' monogram at the end.

William A. Shaw

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

COPY

Randy Roberts  
Plaintiff(s)

No.: 2007-00788-CD

Real Debt: \$3390.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John J. Duprez  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 10, 2007

Expires: July 10, 2012

Certified from the record this July 10, 2007



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

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

**RANDY ROBERTS**  
Plaintiff

vs.

**JOHN J. DUPREZ**  
Defendant

District Justice Appeal  
CASE NO. 2007-788-C.D.

Type of Pleading:  
**ANSWER**

Filed on Behalf of:  
**RANDY ROBERTS**  
**PLAINTIFF**

1285 Centre Road  
Osceola Mills, Pa. 16666

**FILED** <sup>(E)</sup>

JUL 30 2007

07/10/07

William A. Shaw

Prothonotary/Clerk of Courts

1 CENT TO PAGE

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

**RANDY ROBERTS**  
Plaintiff

vs.

District Justice Appeal  
CASE NO. 2007-788-C.D.

**JOHN J. DUPREZ**  
Defendant

**ANSWER TO NEW MATTER**

NOW, comes the Plaintiff, RANDY ROBERTS, and makes his Answer to Defendants' New Matter as follows:

1. Paragraphs 1 through 13 requires no answer, as it is an answer from Defendant to Plaintiffs' Complaint.
14. Paragraph 14 requires no answer.
15. Paragraph 15 is admitted in part, denied in part. It is admitted that Defendant sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1200.00). It is denied that Plaintiff perform work on Defendant's Chevrolet Pick-up Truck to pass state inspection.
16. Paragraph 16 is denied. The 1996 Ford Van was part of the agreement, as Defendant had possession of said vehicle.
17. Paragraph 17 is denied. Plaintiff did not have Chevrolet Truck for months, nor did Defendant pay Plaintiff Three Hundred Fifty Dollars (\$350.00) to replace engine in said truck.
18. Paragraph 18 is denied. Plaintiff was not to work on Chevrolet Truck to pass state inspection.
19. Paragraph 19 is denied. Plaintiff did not have the Chevrolet Truck for nine (9) months, and did not owe Defendant any compensation for the trailer.
20. Paragraph 20 is admitted in part, denied in part. Some of the improvements to the trailer did consist of reflective tape and running lights. Plaintiff did not need Defendants' consent at the time of improvements.
21. Paragraph 21 is denied. Plaintiff was not in breach of contract.

22. Paragraph 22 is denied. Defendant is responsible for work completed on the van and trailer, as the van was part of agreement between Plaintiff and Defendant, and trailer is no longer in Plaintiffs' possession.

23. Paragraph 23 is neither admitted or denied. Plaintiff has no knowledge of what Chevrolet Truck would need repaired to pass state inspection, as it was not part of the agreement between the Plaintiff and Defendant.

24. Paragraph 24 is denied. The Plaintiff is due all monies requested.

25. Paragraph 25 is denied. Plaintiff did not consent to Defendants' actions.

26. Paragraph 26 is denied. Plaintiff did not mislead Defendant.

27. Paragraph 27 is denied. Plaintiff acted within contract boundaries.

28. Paragraph 28 is denied. Plaintiff did not act fraudulently.

29. Paragraph 29 is denied. Defendant's actions were not at all times justified.

30. Paragraph 30 is denied. Plaintiff did perform work in a timely manner.

31. Paragraph 31 is neither admitted nor denied.

32. Paragraph 32 is denied. Defendant did not have cause in all his actions.

33. Paragraph 33 is denied. Defendant is obligated to pay debt owed to Plaintiff.

34. Paragraph 34 is denied. Plaintiff did not commit fraud.

35. Paragraph 35 is denied. The statute of limitations has not passed.

36. Paragraph 36 is denied. Plaintiff has stated the actual facts and Defendant has broken the agreement.

WHEREFORE, Plaintiff respectfully requests this Court dismiss Defendant's New Matter and enter judgment in favor of the Plaintiff.



**ANSWER TO COUNTERCLAIM**

37. Paragraph 37 requires no answer, as it was addressed in Answer to New Matter.

38. Paragraph 38 is admitted in part, denied in part. It is admitted that Defendant sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1200.00). It is denied that Plaintiff perform work on Defendant's Chevrolet Pick-up Truck to pass state inspection.

39. Paragraph 39 is denied. Plaintiff did not breach contract. Repairs were completed on Defendant's Chevrolet Pick-up Truck.

40. Paragraph 40 is denied. Plaintiff did complete the contract with Defendant. Defendant removed trailer from Plaintiff's property for other reasons.

41. Paragraph 41(A) is denied. Plaintiff did not have Defendant's Truck for nine (9) months.

Paragraph 41(B) is neither admitted, nor denied. After a reasonable investigation, Plaintiff is without knowledge sufficient to formulate an answer to Defendant's claim. Strict proof thereof is demanded.

42. Paragraph 42 is neither admitted, nor denied. After reviewing Exhibit "A", it is not a receipt for repairs of said vehicle, but an estimate. The Plaintiff cannot formulate an answer to Defendant's claim.

43. Paragraph 43 requires no answer, as it was addressed previously.

44. Paragraph 44(A) is denied. Plaintiff did not have Defendant's truck for nine (9) months.

Paragraph 44(B) is neither admitted, nor denied. Plaintiff finds Exhibit "B" to be illegible. Plaintiff cannot formulate an answer to Defendant's claim.

45. Paragraph 45 is denied. Plaintiff does not owe Defendant any rent, because at the time, Plaintiff had agreement fulfilled.

46. Paragraph 46 is denied. Defendant did not make contact with Plaintiff, by phone or otherwise, after trailer was removed from Plaintiff's property. There were no chains or binders as per original contract.

47. Paragraph 47 is denied. Defendant is not entitled to any compensation as there was no breach of contract.

WHEREFORE, Plaintiff respectfully requests this Court dismiss Defendant's Counterclaim and enter judgment in favor of the Plaintiff.

  
RANDY ROBERTS, Plaintiff

**VERIFICATION**

I, Randy Roberts, Plaintiff, verify that the statements made in this Complaint are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

  
\_\_\_\_\_  
RANDY ROBERTS

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

RANDY ROBERTS  
Plaintiff

vs.

JOHN J. DUPREZ  
Defendant

NO. 2007-788-C.D.

Type of Pleading:  
Certificate of Service  
(Mail)

Filed on Behalf of:  
RANDY ROBERTS  
Plaintiff

FILED

JUL 30 2007

0/10:40/2

William A. Shaw  
Prothonotary/Clerk of Courts

1 Cent to P.L.F.

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

**RANDY ROBERTS**

Plaintiff

vs.

District Justice Appeal  
CASE NO. 2007-788-C.D.

**JOHN J. DUPREZ**

Defendant

**CERTIFICATE OF SERVICE**

I, Randy Roberts, Plaintiff above named, do hereby certify that on the 30 day of July, 2007, I caused a certified copy of the Answer to New Matter and Counterclaim to be mailed, first class - postage paid, to the Defendant's Counsel of Record at the following address:

Frederick M. Neiswender, Esquire  
211 ½ North Second Street  
Clearfield, Pa. 16830

  
\_\_\_\_\_  
RANDY ROBERTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

RANDY ROBERTS  
(Plaintiff)

CIVIL ACTION

1285 CENTRE ROAD  
(Street Address)

No. 2007-488-CD

OSCEOLA MILLS PA 16666  
(City, State ZIP)

Type of Case: APPEAL FROM AWARD OF THE  
DISTRICT MAGISTRATE

Type of Pleading: COMPLAINT  
certificate of readiness

VS.

Filed on Behalf of:

JOHN J. DUPREZ  
(Defendant)

RANDY ROBERTS  
(Plaintiff/Defendant)

148 WILDWOOD LANE  
(Street Address)

MORRISDALE PA 16858  
(City, State ZIP)

**FILED**

JUL 30 2007

0/11:45/w

William A. Shaw  
Prothonotary/Clerk of Courts

2 CRK + 70 RFF

RANDY ROBERTS  
(Filed by)

1285 CENTRE ROAD OSCEOLA MILLS  
(Address) PA 16666

814-342-2651  
(Phone)

[Signature]  
(Signature)

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

Civil Trial Listing/Certificate of Readiness

Plaintiff(s): RANDY ROBERTS

Case Number: 2007-788-CD

Defendant(s): JOHN S. DUPREZ

**To the Prothonotary:**

Arbitration Limit: \_\_\_\_\_

Type Trial Requested: \_\_\_\_\_ Jury

\_\_\_\_\_ Non-Jury

X Arbitration

Estimated Trial Time: half day

Jury Demand Filed By: \_\_\_\_\_

Date Jury Demand Filed: \_\_\_\_\_

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]  
(Signature)

7-30-07  
(Date)

For the Plaintiff: \_\_\_\_\_ Telephone Number \_\_\_\_\_

For the Defendant: \_\_\_\_\_ Telephone Number \_\_\_\_\_

For Additional Defendant: \_\_\_\_\_ Telephone Number \_\_\_\_\_

Certification of Current Address for all parties or counsel of record:

Name: <u>RANDY ROBERTS</u>	Address: <u>1285 CENTRE ROAD</u>	City/State/Zip: <u>OSCEOLA MILLS PA 16666</u>
Name: <u>FREDERICK M. NEISWENDER</u>	Address: <u>211 1/2 N. 2nd ST</u>	City/State/Zip: <u>CLEARFIELD PA 16830</u>
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____
Name: _____	Address: _____	City/State/Zip: _____

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

RANDY ROBERTS

vs.

JOHN J. DUPREZ

:  
:  
: No. 07-788-CD  
:  
:

**ORDER**

AND NOW, this 10<sup>th</sup> day of October, 2007, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, November 29, 2007 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:

Christopher J. Shaw, Esquire, Chairman

Paul Colavecchi, Esquire

Lea Ann Heltzel, Esquire

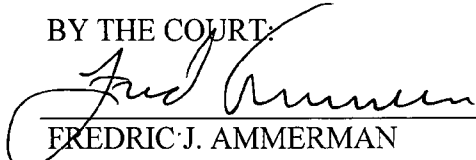
Pursuant to Local Rule 1306A, you must submit your Pre-Trial Statement seven (7) days prior to the scheduled Arbitration. **The original should be forwarded to the Court Administrator's Office and copies to opposing counsel and each member of the Board of Arbitrators.** For your convenience, a Pre-Trial (Arbitration) Memorandum Instruction Form is enclosed as well as a copy of said Local Rule of Court.

FILED  
OCT 10 2007

6cc  
CIA

William A. Shaw  
Prothonotary/Clerk of Courts

BY THE COURT:

  
FREDRIC J. AMMERMAN  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Randy Roberts  
vs.  
John J. Duprez

No. 2007-00788-CD

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 29th day of November, 2007, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.

Christopher J. Shaw, Esq.

Paul Colavecchi, Esq.  
Lea Ann Heltzel, Esq.

*Christopher J. Shaw*  
Chairman  
*Paul Colavecchi*  
*Lea Ann Heltzel*

Sworn to and subscribed before me this  
November 29, 2007

*William A. Shaw*  
Prothonotary

AWARD OF ARBITRATORS

Now, this 29 day of November, 2007, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows: *Judgment for Plaintiff against Defendant in the amount of \$1,900.00 + \$20.00 Court costs for a total of \$1,920.00.*

*Christopher J. Shaw* Chairman  
*Paul Colavecchi*  
*Lea Ann Heltzel*

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 29<sup>th</sup> day of November, 2007, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

*William A. Shaw*  
Prothonotary  
By \_\_\_\_\_

FILED Notice  
0/12:28 PM to Plff and  
NOV 29 2007 Atty Neiswender

*William A. Shaw*  
Prothonotary/Clerk of Courts



Randy Roberts

Vs.

John J. Duprez

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

: No. 2007-00788-CD

COPY

NOTICE OF AWARD

TO: RANDY ROBERTS

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 29, 2007, and have awarded:

Judgment for Plaintiff and against Defendant in the amount of \$1,900.00 + \$20.00 court costs for a total of \$1,920.00

William A. Shaw

Prothonotary

By 

November 29, 2007

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

Randy Roberts

Vs.

John J. Duprez

: IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY

: No. 2007-00788-CD

:

COPY

NOTICE OF AWARD

TO: FREDERICK M. NEISWENDER, ESQ.

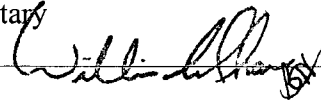
You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on November 29, 2007, and have awarded:

Judgment for Plaintiff and against Defendant in the amount of \$1,900.00 + \$20.00 court costs for a total of \$1,920.00

William A. Shaw

Prothonotary

By



November 29, 2007

Date

In the event of an Appeal from Award of Arbitration within thirty (30) days of date of award.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,  
PENNSYLVANIA

**RANDY ROBERTS**  
Plaintiff

CASE NO. 2007-788-C.D.

vs.

**JOHN J. DUPREZ**  
Defendant

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Kindly enter judgment against the Defendant above named in the amount of  
\$1920.00 plus costs for the Defendant's failure to answer the Notice of Award from the  
Arbitration Hearing held on November 29, 2007.

Respectfully,

  
RANDY ROBERTS

**FILED** Piff pd. 20.00  
01/11/08 4:48 PM  
JAN 22 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Notice to  
Amy Weiswender  
(for Def.)  
Statement  
to Piff

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Randy Roberts

Vs.

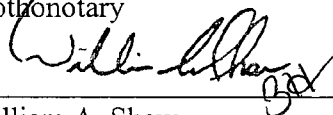
No. 2007-00788-CD

John J. Duprez

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$1,920.00 on January 22, 2008.

William A. Shaw  
Prothonotary



William A. Shaw

COPY

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

Randy Roberts  
Plaintiff(s)

No.: 2007-00788-CD

Real Debt: \$1,920.00

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John J. Duprez  
Defendant(s)

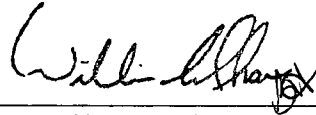
Entry: \$20.00

Instrument: Judgment from Award of  
Arbitrators

Date of Entry: January 22, 2008

Expires: January 22, 2013

Certified from the record this 22nd day of January, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**FILED** *(P)*

APR 16 2008  
*0/12:00 PM*

William A. Shaw  
Prothonotary/Clerk of Courts

*2 CENT TO*

*PLAINTIFF*

*w/ 7 writs*

**RANDY ROBERTS**  
Plaintiff

CASE NO. 2007-788-C.D.

vs.

**JOHN J. DUPREZ**  
Defendant

**PRAECIPE FOR WRIT  
OF EXECUTION**

**WRIT OF EXECUTION**

**CLAIM FOR EXEMPTION**

Filed on behalf of:  
**RANDY ROBERTS**  
Plaintiff

Counsel of Record for  
This Party:

**PRO SE**

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

**RANDY ROBERTS**  
Plaintiff

CASE NO. 2007-788-C.D.

vs.

**JOHN J. DUPREZ**  
Defendant

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please issue a writ of execution for cash and/or personal property in the above matter against the Defendant, John J. Duprez in the amount of \$1940.00, plus costs of writ of execution.

Respectfully,

  
\_\_\_\_\_  
RANDY ROBERTS

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

RANDY ROBERTS  
Plaintiff

vs.

NO. 2007-788-C.D.

JOHN J. DUPREZ  
Defendant

**WRIT OF EXECUTION**

TO THE SHERIFF:

To satisfy the judgment and costs against JOHN J. DUPREZ, Defendant:

- (1) You are directed to obtain cash from the defendant to satisfy this judgment, and/or;
- (2) You are directed to levy upon the property of the defendant to sell his interest therein;
- (3) You are further directed to levy upon and sell all other real and personal property belonging to the Defendant and situate within this jurisdiction.

Amount due                \$1940.00

Plus costs of execution  
of this writ

DATED:

\_\_\_\_\_  
PROTHONOTARY



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

**RANDY ROBERTS**  
Plaintiff

vs.

CASE NO. 2007-788-C.D.

**JOHN J. DUPREZ**  
Defendant

**CLAIM FOR EXEMPTION**

TO THE SHERIFF,

I, the above named defendant claim exemption of property from levy or attachment:

From my real or personal property in my possession which has been levied upon, I  
claim the following exemption (specify the property and basis for exemption):

\_\_\_\_\_.

I request a prompt court hearing to determine the exemption.  
Notice of the hearing should be given to me at:

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(TELEPHONE NO.)

I verify that the statements made in this Claim for Exemption are true and correct.  
I understand that false statements herein are made subject to penalties of 18 U.S.C. 1001  
relating to unsworn falsification to authorities.

DATE: \_\_\_\_\_

DEFENDANT: \_\_\_\_\_

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE SHERIFF  
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

2<sup>nd</sup> & Market Streets  
Clearfield, Pa. 16830  
814-765-2641

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

**RANDY ROBERTS**  
Plaintiff

vs.

CASE NO. 2007-788-C.D.

**JOHN J. DUPREZ**  
Defendant

**CLAIM FOR EXEMPTION**

TO THE PROTHONOTARY,

I, the above named defendant claim exemption of property from levy or attachment:

From my real or personal property in my possession which has been levied upon, I  
claim the following exemption (specify the property and basis for exemption):

\_\_\_\_\_.

I request a prompt court hearing to determine the exemption.  
Notice of the hearing should be given to me at:

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(TELEPHONE NO.)

I verify that the statements made in this Claim for Exemption are true and correct.  
I understand that false statements herein are made subject to penalties of 18 U.S.C. 1001  
relating to unsworn falsification to authorities.

DATE: \_\_\_\_\_

DEFENDANT: \_\_\_\_\_

THIS CLAIM TO BE FILED WITH  
THE OFFICE OF THE PROTHONOTARY  
IN THE COURT OF COMMON PLEAS  
CLEARFIELD COUNTY

2<sup>nd</sup> & Market Streets  
Clearfield, Pa. 16830  
814-765-2641

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

RANDY ROBERTS  
Plaintiff

vs.

NO. 2007-788-C.D.

JOHN J. DUPREZ  
Defendant

**WRIT OF EXECUTION**

TO THE SHERIFF:

To satisfy the judgment and costs against JOHN J. DUPREZ, Defendant:

- (1) You are directed to obtain cash from the defendant to satisfy this judgment, and/or;
- (2) You are directed to levy upon the property of the defendant to sell his interest therein;
- (3) You are further directed to levy upon and sell all other real and personal property belonging to the Defendant and situate within this jurisdiction.

Amount due \$1940.00

Plus costs of execution  
of this writ

Prothonotary costs \$145.00

DATED: April 16, 2008

  
PROTHONOTARY

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20765  
NO: 07-788-CD

PLAINTIFF: RANDY ROBERTS  
vs.  
DEFENDANT: JOHN J. DUPREZ  
Execution PERSONAL PROPERTY

5  
**FILED**  
0110:2861  
DEC 04 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**SHERIFF RETURN**

DATE RECEIVED WRIT: 4/16/2008

LEVY TAKEN 5/30/2008 @ 2:45 PM

POSTED 6/6/2008 @ 11:25 AM

SALE HELD 10/10/2008

SOLD TO RANDY ROBERTS

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 12/4/2008

DATE DEED FILED

PROPERTY ADDRESS 148 WILDWOOD LANE MORRISDALE , PA 16858

**SERVICES**

5/30/2008 @ 2:45 PM SERVED JOHN J. DUPREZ

SERVED JOHN J. DUPREZ, DEFENDANT, AT HIS RESIDENCE 148 WILDWOOD LANE, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN J. DUPREZ

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND COPY OF THE LEVY.

6/16/2008 @ 11:00 AM SERVED JOHN J. DUPREZ

SERVED JOHN J. DUPREZ, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN J. DUPREZ

A NOTICE OF SALE AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

@ SERVED JOHN DUPREZ

NOW, JULY 28, 2008 FRANKLIN JURY FILED A PROPERTY CLAIM. AUGUST 7, 2008 THE SHERIFF FOUND IN FAVOR OF THE CLAIMANT.

@ SERVED JOHN DUPREZ

THE SHERIFF SALE WAS ADJUSTED TO REFLECT THE PROPER CHANGES FOR THE PROPERTY CLAIM AND THE SHERIFF SALE SCHEDULED FOR AUGUST 15, 2008 WAS RESCHEDULED TO OCTOBER 10, 2008.

@ SERVED JOHN DUPREZ

DEPUTIES UNABLE TO SERVE JOHN DUPREZ, DEFENDANT, WITH NOTICE OF SALE THE PROPERTY WAS VACANT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20765  
NO: 07-788-CD

PLAINTIFF: RANDY ROBERTS

vs.

DEFENDANT: JOHN J. DUPREZ

Execution PERSONAL PROPERTY

SHERIFF RETURN

---

SHERIFF HAWKINS \$119.03

SURCHARGE \$20.00 PAID BY ATTORNEY

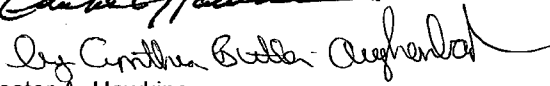
Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,



  
Chester A. Hawkins  
Sheriff

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

RANDY ROBERTS  
Plaintiff

vs.

NO. 2007-788-C.D.

JOHN J. DUPREZ  
Defendant

WRIT OF EXECUTION

TO THE SHERIFF:

to satisfy the judgment and costs against JOHN J. DUPREZ, Defendant:

- (1) You are directed to obtain cash from the defendant to satisfy this judgment, and/or;
- (2) You are directed to levy upon the property of the defendant to sell his interest therein;
- (3) You are further directed to levy upon and sell all other real and personal property belonging to the Defendant and situate within this jurisdiction.

Amount due \$1940.00

Plus costs of execution  
of this writ

Prothonotary costs \$145.00

DATED: APRIL 16, 2008

  
PROTHONOTARY

If Social Security or Supplemental Income funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.

Received this writ this 16th day  
of April A.D. 2008  
At 12:25 A.M./P.M.

Charles A. Henderson  
Sheriff of Clearfield County



PERSONAL PROPERTY  
SCHEDULE OF DISTRIBUTION

NAME JOHN J. DUPREZ

NO. 07-788-CD

NOW, December 04, 2008, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of John J. Duprez to public venue or outcry at which time and place I sold the same to RANDY ROBERTS he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	9.00
SERVICE	9.00
MILEAGE	13.13
LEVY	20.00
MILEAGE	13.13
POSTING	9.00
CSDS	
COMMISSION	0.00
POSTAGE	1.64
HANDBILLS	10.00
DISTRIBUTION	
ADVERTISING	
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	13.13
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00

BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$119.03**

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	1,940.00
INTEREST @ %	0.00
FROM TO	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$1,960.00**

**COSTS:**

ADVERTISING	0.00
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	119.03
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS    \$264.03**

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

RULE 3258 - PROPERTY CLAIM

RANDY ROBERTS

VS

JOHN J. DUPREZ

To the Sheriff

1. The property listed below and levied upon in this case is not the property of the defendant but is the property of the undersigned. A list of the claimed property and the values thereof are:

List of Property	Value
Cub cadet riding mower 42" deck	
number matching HTS2155	\$900.-
Riggs and Stratton pressure washer	\$175.-
Honda power trowel model # CF64	\$200.-
Hobart Welder with stand	\$300.-
Plastic drum concrete mixer	\$389.-

2. The claimant obtained title to the property as follows:

local stores and associates

Date:

6/23/08

Franklin J. J. (claimant)

Adopted Aug. 30, 1965, effective March 1, 1966.

Rule - 3259

## Sheriff's Notice

RANDY ROBERTS

VS

JOHN J. DUPREZ

NO. 07-788-CD

To the Defendant and all other parties in interest:

You are hereby notified that a property claim, a copy of which is attached hereto, has been filed by FRANKLIN JURY claiming property listed therein. Unless an appraisal of the property is requested within ten (10) days from the date of this notice, the sheriff without making an appraisal will accept the value of the property set forth in the claim.

Date: July 28, 2008

  
Sheriff of Clearfield County

\_\_\_\_\_  
Deputy

Adopted Aug. 30, 1965, effective March 1, 1966.



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641

FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

KAREN BAUGHMAN  
CLERK TYPIST

PETER F. SMITH  
SOLICITOR

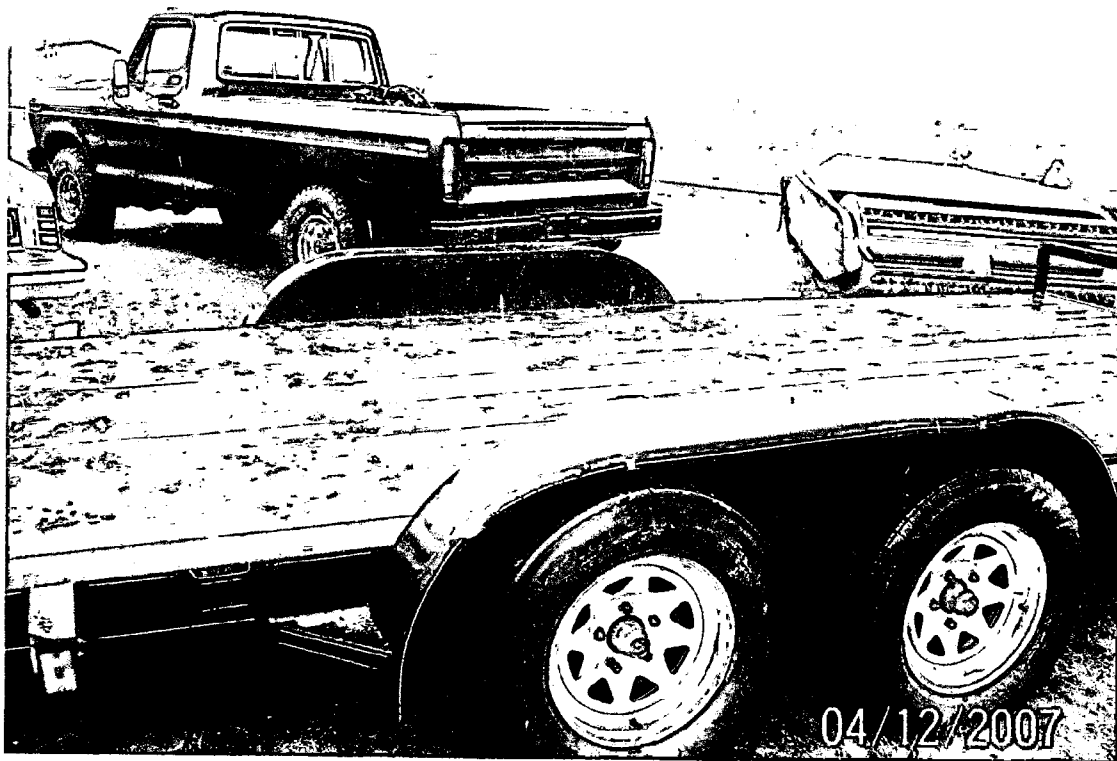
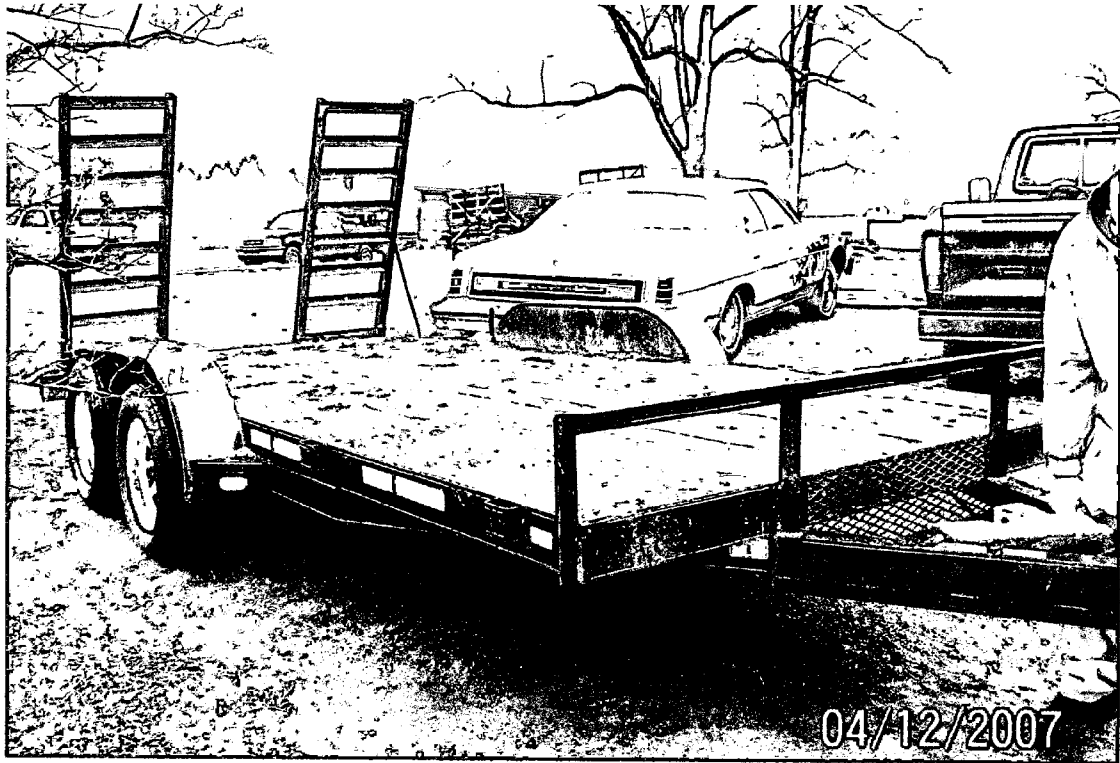
August 7, 2008

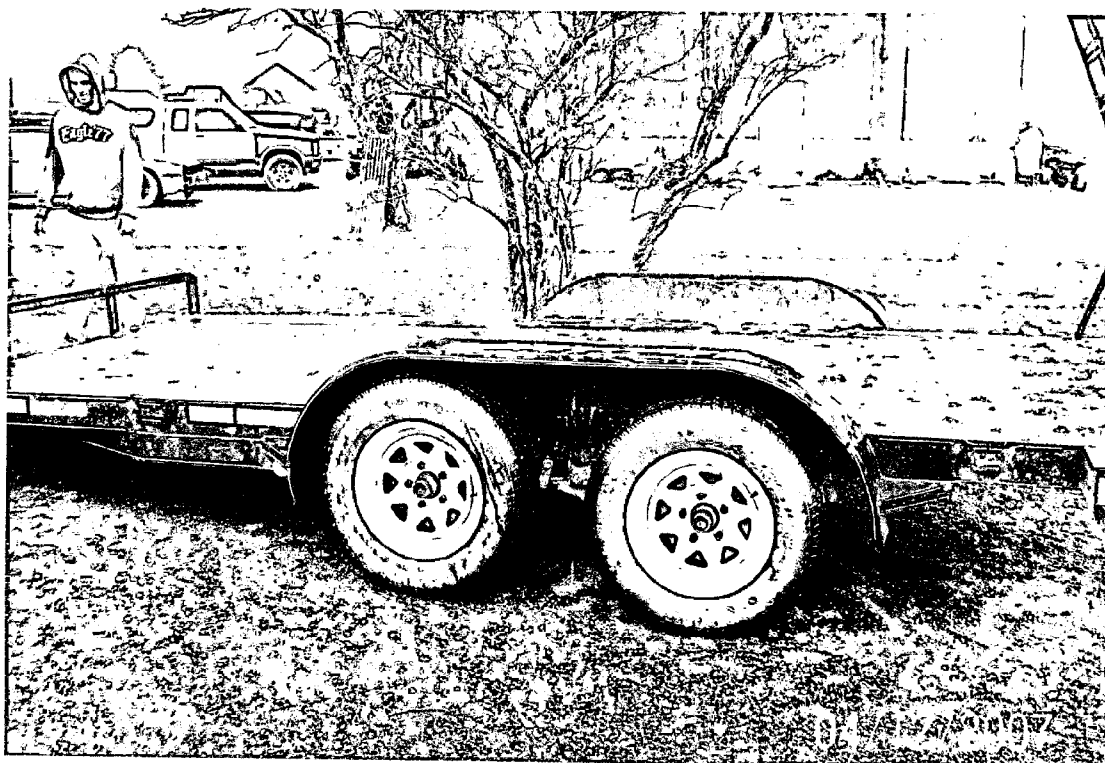
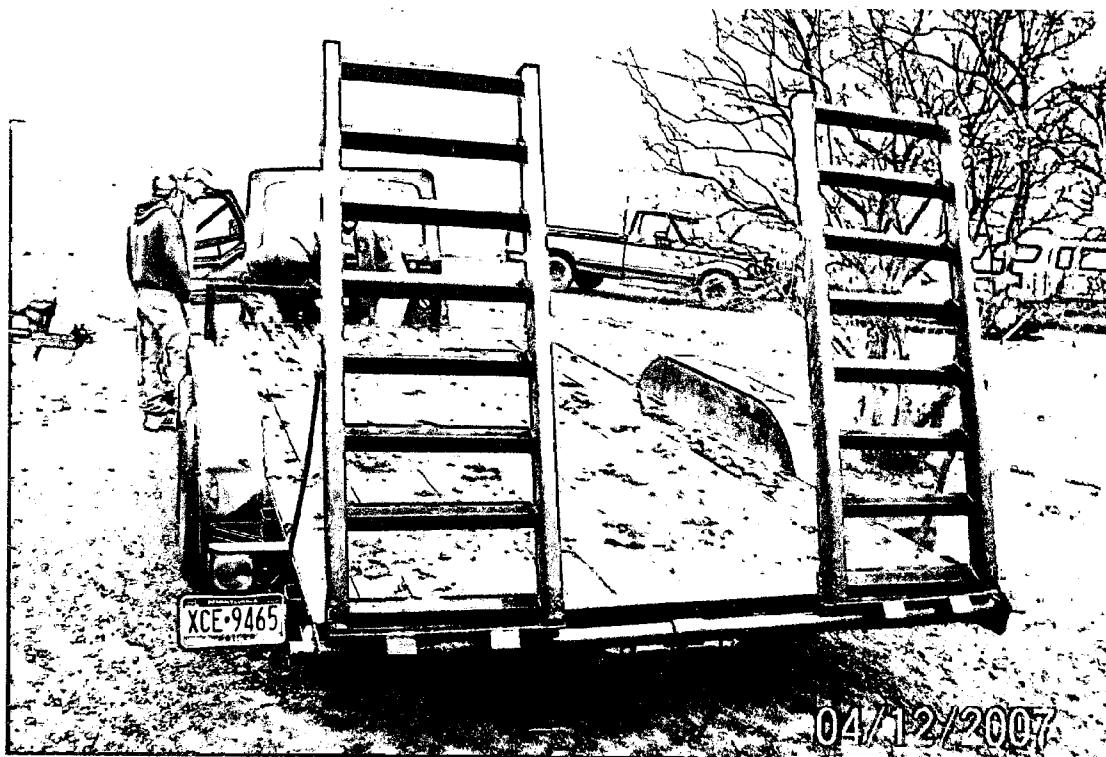
RE: RANDY ROBERTS VS JOHN J. DUPREZ  
NO. 2007-788-CD

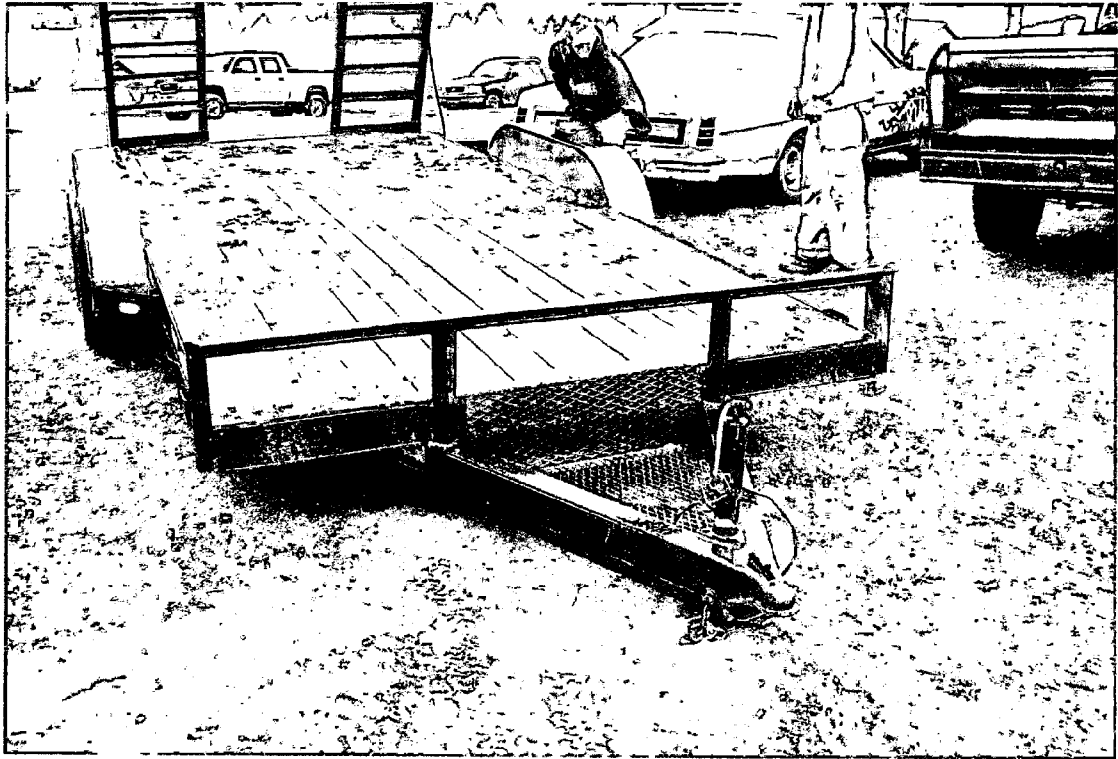
To All Interested Parties:

Now this 7TH day of AUGUST, 2008, after having reviewed all the material of the property claim filed by FRANKLIN JURY., on JULY 28, 2008. I find in favor of the claimant. The property levied upon is owned by FRANKLIN JURY.

Chester A. Hawkins,  
Sheriff







12/29/06

RECEIVED \$7500.00  
FROM CENTRE REPAIR  
FOR A CASE 1845  
SKID STEER WITH

AUGER, CHAINS, & BINDERS  
Paid in full

John S. [Signature]



# "Baxter Built"

405 West Presqueisle St.  
PHILIPSBURG, PA 16866  
(814) 342-2382 FAX (814) 342-2383

SOLD BY		DATE		
NAME <i>John Dupke</i>				
ADDRESS <i>148 Wildwood Lane</i>		PHONE		
CITY <i>Motokusdale PA 16858</i>				
<input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHARGE <input type="checkbox"/> MERCHANDISE RETURNED <input type="checkbox"/> C.O.D. <input type="checkbox"/> PAID OUT <input type="checkbox"/> PAID ON ACCOUNT				
QTY.		DESCRIPTION	PRICE	AMOUNT
	1			
20 ft	2	3/16" x 3" x 2"	#	152.00
	3	steel tubing		
	4			
25 ft	5	1/4" x 2" x 2"		165.00
	6	steel angle		
	7			
6 ft	8	3/8" x 4" x 4"		67.00
	9	steel angle		
	10			
	11			
	12	material for		
	13	trailer ramp		
	14			
	15			
	16			
RECEIVED BY		TOTAL		
<i>and in full</i>		#384.00		

THANK YOU

33954



# H & B HARDWARE

BOX 66 • KYLERTOWN, PA 16847  
MOUNTAIN VIEW CENTER  
TEL: 345-6416

Customer's Order No. _____		Date <u>4/19</u> 20 <u>07</u>				
Name <u>John Duprez</u>						
Address _____						
<u>Price Quote</u>						
SOLD BY <u>RK</u>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION			PRICE	AMOUNT	
<u>6</u>	<u>Nails</u>			<u>9.19</u>	<u>55 14</u>	
<u>65 ft</u>	<u>Chain</u>			<u>3.59</u>	<u>233 35</u>	
<u>4</u>	<u>Binder</u>			<u>24.99</u>	<u>299 96</u>	
<u>1</u>	<u>Tie Downs (2 Pak)</u>			<u>27.99</u>	<u>27 99</u>	
<u>1</u>	<u>Tie Downs (3 Pak)</u>			<u>21.59</u>	<u>21 59</u>	
All claims and returned goods MUST be accompanied by this bill.				TAX		
<u>13984</u> Received By _____				TOTAL	<u>638 03</u>	

D #2

✓ "Pd in full"  
CK #1799"

# D.C. ENTERPRISES

P.O. Box 406  
PHILIPSBURG, PENNSYLVANIA 16866-0406  
(814) 342-5313  
DON W. CONKLIN - OWNER

CUSTOMER'S ORDER NO.		PHONE		DATE	
		#45-6055		4-14-06	
NAME Dupre 2 Construction					
ADDRESS Marristown, PA					
CASH	COD	CHARGE	ON ACCT	MOSE. RET'D	PAID OUT
① 1993 Chevy 2wd			#450.00		
3/4 Ton - TK					
1350-V8"					
4L80E-TRANS			9/0		
Trans					
(30-DAY WARRANTY)					
(DO NOT PAY-1A/B/C)					
SOLD BY		RECEIVED BY		TAX \$27.00	
				TOTAL \$477.00	

All claims and returned goods MUST be accompanied by this bill.

17006

PRODUCT 609-2 (NEBS) Inc., Groton, Mass 01471.

Thank



# AUTO PARTS

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

CONTROL NO.

1340611

ACCT. NO. SOLD TO  
04815 DARALEE DUPREZ

STORE EMPLOYEE  
(9) MC-7641/354730

RECEIVED BY

X

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/09/06	212306	07245617		0
TIME	PURCHASE ORDER NO.		ATTENTION	
5:43				
INVOICE TYPE → M/C				

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1.00	16PB	LIN	WESTLY BL	4.590	2.090	2.09	T1
1.00	HS-3428-A	NGA	HEAD SET	120.260	54.120	54.12	T1
SUB TOTAL		56.21	MISC.	0.00	6.000	3.38	TOTAL
						59.59	CASH



# AUTO PARTS

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

CONTROL NO.

1340611

ACCT. NO. SOLD TO  
04815 DARALEE DUPREZ

STORE EMPLOYEE  
(10) MC-7641/768278

RECEIVED BY

X

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/10/06	212467	07245617		0
TIME	PURCHASE ORDER NO.		ATTENTION	
12:28				
INVOICE TYPE → M/C				

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1.00	575-1072	BK	AIR BLOW	4.990	2.590	2.59	T1
2.00	6752	TCC	STARTING	1.990	1.050	2.10	T1
1.00	72757	FDR	WIRE KNOT	6.900	2.760	2.76	T1
SUB TOTAL		7.45	MISC.	0.00	6.000	0.45	TOTAL
						7.90	CASH



# AUTO PARTS

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

CONTROL NO.

1430492

ACCT. NO. SOLD TO  
04815 DARALEE DUPREZ

STORE EMPLOYEE

RECEIVED BY

X

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

DATE	INVOICE NO.	STORE NO.	CM	SLS
2/26/07	245866	07245644		0
TIME	PURCHASE ORDER NO.		ATTENTION	
4:26				
INVOICE TYPE → CASH REFUND				

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1.00	213-4594D	RAY	CORE DEPO		59.500	59.50	CRT1D
SUB TOTAL		-59.50	MISC.	0.00	6.000	-3.57	TOTAL
						63.07	CRREFUN

INVOICE # 245839



**AUTO PARTS**

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

CONTROL NO.

1201520

RECEIVED BY ☒

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

ACCT. NO. SOLD TO  
04815 DARALEE DUPREZ  
STORE EMPLOYEE  
( 2 )

DATE	INVOICE NO.	STORE NO.	CM	SLS
3/02/06	182837	07245617		0
TIME	PURCHASE ORDER NO.	ATTENTION		
4:06				
INVOICE TYPE				
CASH				

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1993	Chevrolet Truc Pickup	C10/R1 350	CI/5.7L V8				
1.00	700385	BEL	WIRE SET	67.360	22.230	22.23	T1
1993	Chevrolet Truc Pickup	C10/R1 350	CI/5.7L V8				
8.00	25	ASP	SPARK PLU	3.370	1.010	8.08	T1
	GAP .035"						
SUB TOTAL	30.31	MISC	0.00	6.000	% TAX	1.82	TOTAL 32.13 CASH



**AUTO PARTS**

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

CONTROL NO.

1214614

RECEIVED BY ☒

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

ACCT. NO. SOLD TO  
04815 DARALEE DUPREZ  
STORE EMPLOYEE  
( 5 ) MC-7641/577187

DATE	INVOICE NO.	STORE NO.	CM	SLS
5/05/06	194802	07245615		0
TIME	PURCHASE ORDER NO.	ATTENTION		
16:19				
INVOICE TYPE				
M/C				

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1993	Chevrolet Truck C2500	3/4 Ton 2WD - Pickup					
2.00	4885974	TS	DISC BRAK	125.250	50.100	100.20	T1
1.00	TS-7259BM	TS	DISC PADS	30.380	12.760	12.76	T1
1.00	TS-7260M	TS	DISC PADS	28.740	12.070	12.07	T1
SUB TOTAL	125.03	MISC	0.00	6.000	% TAX	7.50	TOTAL 132.53 CASH



**AUTO PARTS**

NAPA AUTO PARTS  
318 NORTH THIRD ST.  
CLEARFIELD, PA 16830  
PHONE: (814) 765-7868  
FAX: (814) 765-3821

NAPA AUTO PARTS  
903 NORTH FRONT ST.  
PHILIPSBURG, PA 16866  
PHONE: (814) 342-5070  
FAX: (814) 342-4625

NAPA AUTO PARTS  
315 FILBERT ST.  
CURWENSVILLE, PA 16833  
PHONE: (814) 236-3680  
FAX: (814) 236-3689

CONTROL NO.

134195

RECEIVED BY ☒

ALL GOODS RETURNED MUST BE ACCOMPANIED BY THIS INVOICE

ACCT. NO. SOLD TO  
04815 DARALEE DUPREZ  
STORE EMPLOYEE  
( 8 ) MC-7641/821730

DATE	INVOICE NO.	STORE NO.	CM	SLS
8/08/06	212084	07245617		0
TIME	PURCHASE ORDER NO.	ATTENTION		
15:52				
INVOICE TYPE				
M/C				

QUANTITY	PART NUMBER	LINE	DESCRIPTION	PRICE	NET	TOTAL	CODE
1996	Ford Truck E250	3/4 Ton Econoline	5.8 L 3				
1.00	1050-ST	THM	OUTLET GA	0.680	0.270	0.27	T1
1.00	ES2500	SQR	BOOS PAC	122.890	73.740	73.74	T1
SUB TOTAL	74.01	MISC	0.00	6.000	% TAX	4.44	TOTAL 78.45 CASH



CLEARFIELD BANK  
&  
TRUST COMPANY  
Looking forward to your future.

Date: 11/10/2006 Page: 12 of 12

Primary Account: 11006455

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/19/06

AMOUNT: \$ 5346.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000334600

Amount \$5,346.00 Date 10/19/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/30/06

AMOUNT: \$ 2300.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000334600

Amount \$2,300.00 Date 10/30/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 11/2/06

AMOUNT: \$ 7000.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000700000

Amount \$7,000.00 Date 11/2/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 11/7/06

AMOUNT: \$ 1400.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Amount \$1,400.00 Date 11/7/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 11/3/06

AMOUNT: \$ 100.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 0 Amount \$100.00 Date 11/3/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/12/06

AMOUNT: \$ 497.67

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1857 Amount \$497.67 Date 10/12/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/12/06

AMOUNT: \$ 30.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1860 Amount \$30.00 Date 10/12/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/16/06

AMOUNT: \$ 100.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1861 Amount \$100.00 Date 10/16/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/12/06

AMOUNT: \$ 185.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1862 Amount \$185.00 Date 10/12/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/17/06

AMOUNT: \$ 64.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1863 Amount \$64.00 Date 10/17/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/26/06

AMOUNT: \$ 10.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1864 Amount \$10.00 Date 10/26/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/24/06

AMOUNT: \$ 3,353.73

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1865 Amount \$3,353.73 Date 10/24/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/31/06

AMOUNT: \$ 165.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1866 Amount \$165.00 Date 10/31/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 10/31/06

AMOUNT: \$ 238.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1867 Amount \$238.00 Date 10/31/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 11/2/06

AMOUNT: \$ 40.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1868 Amount \$40.00 Date 11/2/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 11/7/06

AMOUNT: \$ 330.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1869 Amount \$330.00 Date 11/7/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 11/6/06

AMOUNT: \$ 843.00

MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1870 Amount \$843.00 Date 11/6/2006

DEPOSIT TICKET

NAME: Duprez Construction

ACCOUNT NO: 11006455

DATE: 11/3/06

AMOUNT: \$ 2,000.00

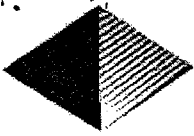
MOBILE: 0313062940

ACCOUNT: 11006455

BRANCH: 00000400000

Check 1871 Amount \$2,000.00 Date 11/3/2006

CBTF-007-001854-001-006-061113 001854 S04



**CLEARFIELD BANK  
&  
TRUST COMPANY**  
Looking forward to your future.

Date: 3/10/2006 Page: 2 of

Primary Account: 1100645

DEPOSIT TICKET

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/16/06

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DEPOSIT FOR CASH RECEIVED BY DEPOSITOR

CASH ON HAND \$ 1000.00

DEPOSIT TOTAL \$ 1000.00

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/16/06

DEPOSITED FOR 1000.00

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/16/06

DEPOSITED FOR 1000.00

Amount \$1,000.00 Date 2/16/2006

DEPOSIT TICKET

NAME John Duprez ACCOUNT NO. 11006455 DATE 2-22-06

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DEPOSIT FOR CASH RECEIVED BY DEPOSITOR

CASH ON HAND \$ 350.00

DEPOSIT TOTAL \$ 350.00

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2-22-06

DEPOSITED FOR 350.00

Amount \$350.00 Date 2/22/2006

DEPOSIT TICKET

NAME John Duprez ACCOUNT NO. 11006455 DATE 3/1/06

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DEPOSIT FOR CASH RECEIVED BY DEPOSITOR

CASH ON HAND \$ 100.00

DEPOSIT TOTAL \$ 100.00

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 3/1/06

DEPOSITED FOR 100.00

Amount \$100.00 Date 3/1/2006

DEPOSIT TICKET

NAME Duprez Const. ACCOUNT NO. 11006455 DATE 3-9-06

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

DEPOSIT FOR CASH RECEIVED BY DEPOSITOR

CASH ON HAND \$ 3500.00

DEPOSIT TOTAL \$ 3500.00

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 3-9-06

DEPOSITED FOR 3500.00

Amount \$3,500.00 Date 3/9/2006

CASH

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/13/06

PAY TO THE ORDER OF Cash \$ 100.00

ONE hundred and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/13/06

DEPOSITED FOR 100.00

Check 0 Amount \$100.00 Date 2/13/2006

CASH

NAME Duprez Const. ACCOUNT NO. 11006455 DATE 2-22-06

PAY TO THE ORDER OF CASH \$ 600.00

Six hundred and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2-22-06

DEPOSITED FOR 600.00

Check 0 Amount \$600.00 Date 2/22/2006

CASH

NAME John Duprez ACCOUNT NO. 11006455 DATE 3/3/06

PAY TO THE ORDER OF Cash \$ 50.00

Fifty and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 3/3/06

DEPOSITED FOR 50.00

Check 0 Amount \$50.00 Date 3/3/2006

RICOTTA JEWELRY

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/13/06

PAY TO THE ORDER OF Ricotta Jewelry \$ 44.52

Forty four and 52/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/13/06

DEPOSITED FOR 44.52

Check 1756 Amount \$44.52 Date 2/13/2006

Des Peres Corp

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/14/06

PAY TO THE ORDER OF Des Peres Corp \$ 150.00

One hundred and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/14/06

DEPOSITED FOR 150.00

Check 1764 Amount \$150.00 Date 2/14/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/16/06

PAY TO THE ORDER OF Security \$ 70.00

Seventy and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/16/06

DEPOSITED FOR 70.00

Check 1766 Amount \$70.00 Date 2/16/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/17/06

PAY TO THE ORDER OF Red House \$ 15.80

Fifteen and 80/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/17/06

DEPOSITED FOR 15.80

Check 1767 Amount \$15.80 Date 2/17/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/17/06

PAY TO THE ORDER OF Franky Flowers \$ 69.86

Sixty nine and 86/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/17/06

DEPOSITED FOR 69.86

Check 1770 Amount \$69.86 Date 2/17/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/15/06

PAY TO THE ORDER OF Cash \$ 100.00

One hundred and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/15/06

DEPOSITED FOR 100.00

Check 1771 Amount \$100.00 Date 2/15/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/15/06

PAY TO THE ORDER OF Cash \$ 200.00

Two hundred and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/15/06

DEPOSITED FOR 200.00

Check 1772 Amount \$200.00 Date 2/17/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/22/06

PAY TO THE ORDER OF Deaton Dist \$ 19.50

Nineteen and 50/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/22/06

DEPOSITED FOR 19.50

Check 1773 Amount \$19.50 Date 2/22/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 2/27/06

PAY TO THE ORDER OF Randy Roberts \$ 150.00

One hundred and 00/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 2/27/06

DEPOSITED FOR 150.00

Check 1774 Amount \$150.00 Date 2/27/2006

DUPREZ CONSTRUCTION

NAME John Duprez ACCOUNT NO. 11006455 DATE 3/9/06

PAY TO THE ORDER OF C.B.W \$ 174.24

One hundred and 74.24/100 DOLLARS

DEPOSITED BY John Duprez

DEPOSITED AT Clearfield Bank & Trust Company

DEPOSITED ON 3/9/06

DEPOSITED FOR 174.24

Check 1776 Amount \$174.24 Date 3/9/2006



"World's Most Trusted Retread"

**MICHELIN**

# VALLEY TIRE CO., INC.

1583 Bigler Highway  
Phillipsburg, PA 16866  
Phone: 814-343-9340  
Fax: 814-343-9366

**BRIDGESTONE**

**Firestone**



DUPREZ CONSTRUCTION  
148 WILDWOOD LN

1/22

SAME

INVOICE# 032603

MORRISDALE PA 16858

CUST. PO #	SHIP TO	TELEPHONE	ROUTE	SLM	SHIP VIA	ORDER #	PAGE	REMARKS	
	93 2500	*FRD SAZ (814) 345-6055	0	04	N/A	036379	1		
INVOICE DATE	INVOICE NUMBER	PREVIOUS SHIPPED INVOICE NUMBER	TERMS						
05/05/2006	032603		CASH SALE						
						Opened by Operator # 52 06/05/06 11:48:58 52			
STOCK NUMBER	SIZE	DESCRIPTION	QUANTITY			UNIT PRICE	T	F.E.T.	EXTENSION
			ORDERS	SHIPPED	PREVSHIP				
04214	245/75R16	DEAN WILDCAT RADIAL A/T OWL	1	1		91.99 06		.00	91.99
<del>100</del>	<del>\$1.00/TIRE</del>	PENNSYLVANIA TRANS ASST-TAX	1	1		1.00		.00	1.00
9001		SPIN BALANCES	1	1		8.00 06		.00	8.00
RUBBER	VALVE	RUBBER VALVE	1	1		1.95 06		.00	1.95
93001		SCRAP TIRE REMOVAL	1	1		2.25 06		.00	2.25
METHOD OF PAYMENT: CASH TENDERED: CHANGE:			<div style="text-align: right;">120.00 8.55</div>						
<b>SIGN HERE</b>									
ALL WHEELS MUST BE RE-TORQUED WITHIN 50-100 MILES									
PARTS	LABOR	TAX%	TAXABLE AMOUNT	TAX	F.E.T.	MISC. AMOUNT	INVOICE TOTAL		
95.24	8.00						PLEASE PAY THIS AMOUNT		
1.95		6.000%	104.19	6.26			111.45		



# Advance Auto Parts

We're ready in Advance.

Store # 01257  
(814) 342-9101  
AMES PLAZA, RT. 322  
PHILIPSBURG Pa 16866  
11/11/2006 12:16:00 REG 01  
Cashier: Matthew J

ITEM	QTY	PRICE	TOTAL
OIL THREAD KT HELIC		4553145	
55466	10	\$29.98	\$29.98
Sub Total			\$29.98
Tax @ 6.00%			\$1.80
Total			\$31.78

Transaction #2467

(000)000-0000

CARD TYPE: MasterCard

ACCOUNT # XXXXXXXXXXXXX7641

AUTH CODE 183596 AMOUNT: \$31.78

Cardholder acknowledges receipt of goods and/or services to the amount of total shown herein and agrees to perform the obligations set forth in the cardholder's agreement with the issuer.

Scan to RETURN items



\*X75193001.n7\*

Transaction #2467

RECEIPT REQUIRED FOR RETURNS

WARRANTY INFORMATION AVAILABLE

Visit us at [www.advanceautoparts.com](http://www.advanceautoparts.com)

CUSTOMER COPY



CENTRE REPAIR  
1267 CENTRE RD  
OSCEOLA MILLS, PA 16666  
814-342-6265

Sale

ID: 74244003  
08/09/06  
Batch #: 184

Ref #: 0001  
16:22:08

MAST

XXXXXXXXXX7641

Appr Code: 373763

Invoice#: 011767

Total:

\$ 140.34

Customer Copy  
THANK YOU!

Mark Stiner's Garage AB  
263-4089

410839

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE	
NAME		John Duprez			
ADDRESS					
CITY, STATE, ZIP					
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD
93 Chev Tk	5.7	Engin			
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	* Set Valve Gaskets				
2	Rings & Rod Bearings				260.00
3					
4	Front Brake Pads				22.00
5	Rear Brake Shoes				22.00
6					
7	2 Wheel Bearings			60.00	120.00
8					
9	2 hrs Labor			25.00/hr	50.00
10					
11					
12	Estimate Sub total				949.00
13					
14	Tax				56.94
15					
16					
17	Estimate Total				1005.94
18					
19					
20					
RECEIVED BY					

adams  
5805

KEEP THIS SLIP FOR REFERENCE

11/29  
Arbitration

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

**RANDY ROBERTS**  
Plaintiff

District Justice Appeal  
CASE NO. 2007-788-C.D.

vs.

**JOHN J. DUPREZ**  
Defendant

**PRE-TRIAL STATEMENT**

Filed on Behalf of:  
**RANDY ROBERTS**  
**PLAINTIFF**

1285 Centre Road  
Osceola Mills, Pa. 16666

**RECEIVED**

NOV 20 2007

Court Administrator's  
Office

## **PRE-TRIAL STATEMENT**

On or about September 2006, the Plaintiff, Randy Roberts, had an oral agreement with the Defendant, John Duprez to purchase a utility trailer for \$2000.00. The Plaintiff paid the Defendant one - thousand two hundred dollars (\$1200.00) in cash. The balance, eight-hundred dollars (\$800.00), was to be paid by working on two (2) vehicles for the Defendant, a 1993 Chevrolet Pick-up Truck and a 1996 Ford Van. The work on the 1993 Pick-up Truck was to remove the engine and install an engine provided by the Defendant. The work on the 1996 Ford Van was to make repairs to the brake lines and diagnose and repair a no start condition. After the Plaintiff completed the work on both vehicles, the Defendant took both vehicles and used them.

While the trailer was in the Plaintiff's possession, the Plaintiff made improvements and repairs on the trailer, believing the Defendant would soon transfer the title. The Defendant never transferred the title for the trailer to the Plaintiff. The Defendant went to the Plaintiff's house on April 12, 2007 and took the trailer, which he has since sold.

The Defendant has the Plaintiff's cash, and has never paid for work which was done to the truck, the van, or the trailer.

The Plaintiff was purchasing this trailer to haul equipment, as the Plaintiff hires out to do excavating work.

In the Defendant's counter claim, the Defendant states that Plaintiff had the Chevrolet Pick-up Truck for nine (9) months. Plaintiff will prove this to be false. The Defendant claims other repairs were to be made to truck. Plaintiff denies these claims.

The Defendant claims that the 1996 Ford Van was not part of the agreement to have it repaired. The Defendant claims it was in possession of his estranged wife. The Plaintiff and other witnesses will provide testimony that the Defendant was using the vehicle, and that the Defendant requested said repairs.

The Defendant claims that the Plaintiff owes compensation for the use of the utility trailer and that Plaintiff needed consent from the Defendant to make improvements to the trailer. The Plaintiff understood at the time that the trailer was paid in full, that the Plaintiff owned the trailer, so the Plaintiff made improvements and repairs on the trailer, not needing the Defendant's consent, nor owing any compensation to the Defendant.

The Plaintiff respectfully requests that this Court enter judgment in favor of the Plaintiff in the amount of \$3729.74, plus any other reasonable costs the Court may allow, and to dismiss the Defendant's complaint.

## **LIST OF WITNESSES**

- 1. Randy Roberts**  
1285 Centre Road  
Osceola Mills, Pa. 16666.  
814-553-1189

Randy will present exhibits and written statements.

- 2. Pam Roberts**  
1285 Centre Road  
Osceola Mills, Pa. 16666  
814-342-6265

Pam will be present to speak for the Plaintiff.

- 3. Daralee Duprez**  
Walnut Street  
Osceola Mills, Pa. 16666  
814-339-6957

Daralee will be present to speak for the Plaintiff.

- 4. Decatur Township Officer Randy Killion**  
Fairview Road  
Osceola Mills, Pa. 16666  
814-339-6775

Officer Killion will be present to speak for the Plaintiff.

- 5. Constable James Cornman**  
Fairview Road  
Osceola Mills, Pa. 16666  
814-339-6772

Constable Cornman will provide documentation for the Plaintiff.

6. Joshua Sankey  
Phoenix Road  
Philipsburg, Pa. 16866  
814-339-7441

Joshua will provide a notarized written statement for the Plaintiff.

7. Roy Ibberson  
1314 Sarah Street  
Osceola Mills, Pa. 16666  
814-339-7788

Roy will provide a notarized written statement for the Plaintiff.

## **STATEMENT OF DAMAGES**

1. "Exhibit A" shows parts and labor charges for the 1993 Chevrolet Truck and the 1996 Ford Van.  
The \$1200.00 cash is listed with total parts and labor of \$803.50. The grand total paid out for utility trailer is \$2003.50
2. "Exhibit B" shows improvements, repairs, and parts to the utility trailer.  
The total comes to \$614.00.
3. "Exhibit C" shows a pick up and delivery charge to haul skid steer to and from a job site.  
The total is \$120.00.
4. "Exhibit D" shows legal fees.  
The total is \$390.00.
5. "Exhibit E" shows postage costs.  
The total as of November 20, 2007 is \$6.24.  
There will be other receipts shown at the hearing for additional postage.
6. "Exhibit F" is the filing fee paid to the District Justice.  
The total is \$87.50.
7. "Exhibit G" is 1 ½% interest per month on money owed since September 2006.  
The total interest as of November 29, 2007 is \$393.50.
8. "Exhibit H" is the fees paid to the Prothonotary's Office.  
The total is \$40.00
9. "Exhibit I" shows 6 hours lost wages at \$12.50 per hour.  
The total is \$75.00.
10. Other exhibits may be offered if necessary.  
The Plaintiff has photos of the utility trailer, documentation of dates that the Chevrolet Pick-up Truck and the Ford Van were in the Defendant's possession, and notarized written statements that support the Plaintiff's case.

1993 Chevrolet Truck

Oil	\$12.00
Oil Filter	5.00
Antifreeze	40.00
Labor	550.00
Total	\$607.00

1996 Ford Van

Brake Line	\$20.00
Brake Fluid	4.00
Fittings	7.50
Fuel Pump Fuses	15.00
Labor	\$150.00
Total	\$196.50

Truck Total        \$607.00

Van Total        196.50

Cash Paid        1200.00

Grand Total

Paid for Trailer    **\$2003.50**

EXHIBIT A



## Utility Trailer Parts & Labor

Cut brake drums, repairs to brake system, and repack wheel bearings

Parts	\$60.00
Labor	129.00

Replace 2 pressure treated deck planks

Lumber	50.00
Labor	43.00

Install new marker lights and clearance lights. Install reflective tape. Wire in new lights.

Parts	50.00
Labor	86.00

Install 2 ramp safety latches

Parts	20.00
Labor	25.00

Repair bent fenders

Labor	50.00
-------	-------

Paint ramps and tongue

Paint	15.00
Labor	86.00

Grand Total	<b>\$614.00</b>
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EXHIBIT B

Sharon Van Dine, *Author*

## Appendix

RANDY ROBERTS  
1285 CENTRE RD.  
A MILLS PA 16666

Telephone

342-6265

• **Grassroots** - bottom

• உயிர்வாழ்வுத் துறை

**DeHaven's Superstore**

• **Support:** 2004-2005

### • Supplier's Surplus

### • Weather in Singapore

\* Publisher's Note

• **Supra e Substrato**

- **Arbeits-Spenden**

0548

253019102

PRICE EA.

EXTENDED

1 Delivery Deliver SSL TO WEST DECATUR

160.00

1 DELIVERY	DELIVER SOL BACK TO OSEOLIA.
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60.00

## COMMENTS

PAID CASH

## SUMMARY

93072792

120.00

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

120.00

DATE:

5-22-07

QUOTATION EXPIRES 30 DAYS UNLESS NOTED

EXHIBIT C

Law Office  
BELL, SILBERBLATT & WOOD  
318 E. Locust Street  
P.O. Box 670  
Clearfield, Pennsylvania 16830-0670  
e-mail: [bswlaw@pennswoods.net](mailto:bswlaw@pennswoods.net)  
Writer's direct e-mail: [rbell@pennswoods.net](mailto:rbell@pennswoods.net)

RICHARD A. BELL  
ANN B. WOOD

(814) 765-5537  
Fax (814) 765-9730

PAUL SILBERBLATT 1954-1985  
F. CORTEZ BELL, JR. 1954-2002

OF COUNSEL:  
DANIEL C. BELL

June 20, 2007

RE: COMPLAINT

Randy Roberts  
1285 Center Road  
Osceola Mills, Pennsylvania 16666

DATE:

SERVICE:

5/29/07

Review all information delivered by Pam, and  
Telephone conference

5/30/07

Telephone conference with Gene

ATTORNEYS FEES DUE DANIEL C. BELL

\$120.00

5/31/07

Review file, Dictate Complaint

6/1/07

Office conference with Pam Roberts on Complaint,  
Dictate instruction and phone conference with  
Mrs. Roberts

ATTORNEYS FEES DUE RICHARD A. BELL

\$270.00

TOTAL DUE

\$390.00

EXHIBIT D

U.S. POSTAL SERVICE

168302566

4125460830 -0097

06/04/2007 (814) 765-5671 01:50:08 PM

Product Description	Sales Receipt	Final Price
	Qty Unit	
MORRISDALE PA 16858		\$0.58
Zone-1 First-Class		
Letter		
1.50 oz.		
Customer Postage		-\$0.41
Issue PVI:		=====
Certificate of Mailing	1	\$1.05
Certificate of Mailing	1	\$1.05
Total:		\$2.27

MORRISDALE PA 16858

Zone-1 First-Class

Letter

1.50 oz.

Customer Postage

Issue PVI:

Certificate of Mailing

Certificate of Mailing

Total:

Paid by:

Cash

Change Due:

Order stamps at USPS.com/shop or call

1-800-Stamp24. Go to USPS.com/clicknship

to print shipping labels with postage.

For other information call 1-800-ASK-USPS.

Bill#: 1000301207964

Clerk: 08

All sales final on stamps and postage.

Refunds for guaranteed services only.

Thank you for your business.

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MORRISDALE PA 16858

Zone-1 First-Class

Letter

0.30 oz.

Issue PVI:

Certificate of Mailing

Certificate of Mailing

Total:

Paid by:

Cash

Change Due:

Order stamps at USPS.com/shop or call

1-800-Stamp24. Go to USPS.com/clicknship

to print shipping labels with postage.

For other information call 1-800-ASK-USPS.

Bill#: 1000200462462

Clerk: 08

All sales final on stamps and postage.

Refunds for guaranteed services only.

Thank you for your business.

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-\$3.54

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1-800-Stamp24. Go to USPS.com/clicknship

to print shipping labels with postage.

For other information call 1-800-ASK-USPS.

Bill#: 1000200462462

Clerk: 08

All sales final on stamps and postage.

Refunds for guaranteed services only.

Thank you for your business.

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Go to: <http://gx.gallup.com/pos>

TELL US ABOUT YOUR RECENT

POSTAL EXPERIENCE

YOUR OPINION COUNTS

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COMMONWEALTH OF PENNSYLVANIA  
CLEARFIELD

# CIVIL COMPLAINT

No. **46-3-03**  
Name: Hon. **MICHAEL A. RUDELLA**  
Address: **131 ROLLING STONE ROAD**  
**PO BOX 210**  
**KYLERTOWN, PA**  
Telephone: **(814) 345-6789** **16847-0444**

PLAINTIFF:  
NAME and ADDRESS  
**RANDY ROBERTS**  
**1285 CENTRE RD**  
**OSCEOLA MILLS PA 16664**

DEFENDANT:  
NAME and ADDRESS  
**VS.**  
**JOHN DUPREZ**  
**148 WILLOWOOD LANE**  
**MORRISDALE PA 16858**

Docket No.: **CJ-98-07**  
Date Filed: **4-16-07**



	AMOUNT	DATE PAID
FILING COSTS	\$ <b>77.50</b>	<b>4-16-07</b>
POSTAGE	\$	
SERVICE COSTS	\$	
CONSTABLE ED.	\$	
TOTAL	\$	

Pa.R.C.P.D.J. No. 206 sets forth those costs recoverable by the prevailing party.  
TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ **2677.50** together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

**RANDY PAID JOHN FOR A 16' UTILITY TRAILER. THE TITLE NOR THE TRAILER IS IN RANDY'S POSSESSION. THIS HAD BEEN PAID SINCE SEPTEMBER 2006.**

I, **RANDY ROBERTS** verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

(Signature of Plaintiff or Authorized Agent)

Plaintiff's Attorney: \_\_\_\_\_ Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT, YOU SHOULD NOTIFY THIS OFFICE IMMEDIATELY AT THE ABOVE TELEPHONE NUMBER. YOU MUST APPEAR AT THE HEARING AND PRESENT YOUR DEFENSE. UNLESS YOU DO, JUDGMENT MAY BE ENTERED AGAINST YOU BY DEFAULT.

If you have a claim against the plaintiff which is within magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.

**EXHIBIT F**

1 ½% Interest for 14 Months

October 2006	\$21.60	\$1221.60
November 2006	22.38	1243.98
December 2006	23.21	1267.19
January 2007	24.09	1291.28
February 2007	25.01	1316.29
March 2007	25.99	1342.28
April 2007	27.03	1369.31
May 2007	28.13	1397.44
June 2007	29.29	1426.73
July 2007	30.53	1457.26
August 2007	31.85	1489.11
September 2007	33.26	1522.37
October 2007	34.76	1557.13
November 2007	36.37	\$1593.50

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393.50

EXHIBIT G

date: 7/10/2007  
time: 08:52 AM

Clearfield County Court of Common Pleas  
Receipt

NO. 1919712  
Page 1 of 1

Received of: Roberts, Randy (plaintiff) \$ 20.00

Twenty and 00/100 Dollars

Case: 2007-00788-CD	Plaintiff: Randy Roberts vs. John J. Dupr	Amount
Judgment		20.00
Total:		20.00

date: 7/30/2007  
time: 11:13 AM

Clearfield County Court of Common Pleas  
Receipt

NO. 1919998  
Page 1 of 1

Received of: Roberts, Randy (plaintiff) \$ 20.00

Twenty and 00/100 Dollars

Case: 2007-00788-CD	Plaintiff: Randy Roberts vs. John J. Dupr	Amount
Preceipe/List For Arbitration		20.00
Total:		20.00

EXHIBIT H

6 hours lost work due to filing court papers and attending hearing

6 hours x \$12.50 = **\$75.00**

EXHIBIT I



11/29  
Arbitration

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

RANDY ROBERTS,

Plaintiff,

vs.

JOHN J. DUPREZ,

Defendant.

No. 2007-788-CD

Type of case: Appeal from Award  
of the District Magistrate

Type of pleading: Pre-Trial Statement

Filed on behalf of: Defendant,  
John J. Duprez

Counsel for Defendant:  
Frederick M. Neiswender, Esquire  
Supreme Court No. 74456

NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830  
(814) 765-6500

**RECEIVED**

NOV 26 2007

Court Administrator's  
Office

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

RANDY ROBERTS,	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-788-CD
	:	
JOHN J. DUPREZ,	:	
Defendant.	:	

**PRE-TRIAL STATEMENT**

**A. STATEMENT OF THE CASE**

In September 2006, Defendant entered into an oral contract to sell Plaintiff a trailer for One Thousand Two Hundred Dollars (\$1,200.00). In addition, Plaintiff was to perform all work necessary to ready Defendant's Chevrolet Pick-up Truck to pass state inspection. After many months with no progress on the work to Defendant's pick-up truck, Defendant agreed to pay Plaintiff Three Hundred Fifty Dollars (\$350.00) to replace the engine in the pick-up truck. This agreement was separate from the initial agreement and Plaintiff was paid in full for the job when it was completed. Plaintiff never repaired the pick-up truck to the condition where it would pass state inspection. Defendant was later forced to expend a significant amount of money to repair the pick-up truck so that it would pass inspection.

During the approximately nine (9) months that Plaintiff was working on the Defendant's pick-up truck, he used the trailer with no compensation to Defendant. Plaintiff made minor improvements to the trailer by the addition of reflective tape and running lights. Both were done at minimal cost and without Defendant's consent. During this time period, Defendant was without the use of his truck for work and expended over Eight Hundred Dollars (\$800.00)

securing alternate transportation. When it became apparent to Defendant that Plaintiff had no intention of completing the work on Defendant's pick-up truck and was in breach of the contract, Defendant repossessed the trailer.

Contrary to information set forth in Plaintiff's Complaint, Defendant maintains that he is not responsible for any costs associated with work completed to a 1996 Ford van or the trailer, as the work was not part of the agreement between Plaintiff and Defendant. This matter is on appeal from an award by the District Magistrate and is before the Board of Arbitrators for its decision

#### **B. CITATION TO APPLICABLE CASE LAW OR STATUTES**

1. Basic tenets of Contract Law, including oral agreements, breach and quantum meruit.

#### **C. LIST OF WITNESSES**

1. John J. Duprez;
2. Randy Roberts;
3. Defendant reserves the right to call additional witnesses with notice to counsel for Plaintiff.

#### **D. EXHIBITS**

1. Copies of various receipts;
2. Defendant reserves the right to offer additional exhibits with notice to counsel for Plaintiff.

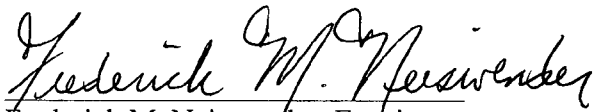
**E. DAMAGES**

Defendant seeks damages in an amount less than \$20,000.00 plus interest and costs of the suit.

**F. EVIDENTIARY PROBLEMS**

No evidentiary problems are anticipated.

Respectfully submitted,

  
Frederick M. Neiswender, Esquire  
Counsel for Defendant

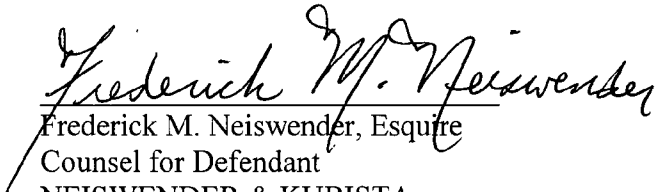
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

RANDY ROBERTS,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	No. 2007-788-CD
	:	
JOHN J. DUPREZ,	:	
	:	
Defendant.	:	

**CERTIFICATE OF SERVICE**

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing  
Pre-trial Statement was made upon Randy Roberts on November 21, 2007, by mailing, first  
class, postage prepaid, a true copy to the following address:

Randy Roberts  
1285 Centre Road  
Osceola Mills, Pennsylvania 16666

  
Frederick M. Neiswender, Esquire  
Counsel for Defendant  
NEISWENDER & KUBISTA  
211½ North Second Street  
Clearfield, Pennsylvania 16830