

08-380-CD
Drew McDowell vs G. Novosel

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

Vs.

GEORGE F. NOVOSEL,
Defendant

No.: 2008- 380 - CD

Type of Case: Civil

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of record for this party:

John R. Carfley, Esq.
PA ID No.: 17621
P. O. Box 249
Philipsburg, PA 16866
814.342.5581

FILED
fm

MAR 04 2008
o 2:30 pm
William A. Shaw
Prothonotary/Clerk of Courts
3 cent TO
ATTY

NOTICE

A Complaint has been filed against you in Court. If you wish to defend against the matters set forth in the following Complaint, you must enter a written appearance personally or by attorney and file an answer in writing with the Prothonotary setting forth your defenses or objections to the matter set forth against you and serve a copy on the attorney or person filing the Complaint. You are warned that if you fail to do so, the case may proceed without you and an Order may be entered against you by the Court without further notice for the relief requested by the Petitioner. You may lose 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 E. Market Street
Clearfield, PA 16830
814-765-2641 Ext. 5982

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

Vs. No.: 2008-

GEORGE F. NOVOSEL,
Defendant

COMPLAINT

AND NOW comes the Plaintiff, Drew A. McDowell, who by and through his attorney, John R. Carfley, Esq., sets forth a claim against the Defendant, the following of which is a statement:

1. The Plaintiff is Drew A. McDowell, an adult individual, t/d/b/a McDowell Repair and Inspection who presently resides and conducts business at 240 Country Air Road, Woodland, Clearfield County, Pennsylvania, 16881.

2. The Defendant is George F. Novosel, an adult individual, presently residing at 1000 N. Nixon Road, State College, Centre County, Pennsylvania 16803.

3. The Defendant, George F. Novosel, is believed, and therefore averred, to be the owner of a JCB Backhoe, 1550 B 1986 model, which equipment was used in the Defendant's conduct of various business related activities.

4. Early in June, 2006, the Defendant met with the Plaintiff at his place of business and related certain problems with the backhoe, including problems with the engine block and the cylinders which refused to fire in the proper sequence, thus causing the equipment to malfunction while in the course of operation.

5. An oral contractual arrangement was entered into by the parties whereby the Plaintiff would repair this equipment to insure that it was in good operating condition and on June 21, 2006, the backhoe was delivered by the Defendant to Plaintiff's place of business.

6. At the time of the initial conversation pertaining to the repair of this vehicle, it was determined that time was not of the essence in completing the repairs so the Plaintiff, with the knowledge and explicit consent and concurrence of the Defendant, engaged in the repair of the equipment as time and other business permitted.

7. After Plaintiff completed the initial inspection of the equipment, it became apparent that the damage to the engine, and the vehicle in general, was more extensive than originally believed. As a result, a complete overhaul was warranted and Plaintiff elected not to repair the vehicle on a limited basis so as to uphold his business reputation and because he believed the customer would not be satisfied if the equipment were not fully repaired and functional.

8. In December, 2006, the Defendant was notified that the backhoe repair had been completed and Plaintiff requested that the Defendant retrieve the said vehicle; which Defendant purported to do on December 21, 2006, at which time he was presented with a statement for the repairs rendered. A copy of said statement is attached hereto as Exhibit "A".

9. Throughout the period of the repair, the Defendant was advised of the extent of the repairs being undertaken and, in fact, authorized work in addition to the engine work originally discussed in the preliminary conference between the Plaintiff and the Defendant.

10. The statement which was presented to the Defendant in December, 2006 itemized the repairs, parts and service costs for the extensive engine, all of which resulted in a total bill of \$9,915.93.

11. At the time of the conference between Plaintiff and Defendant on the outstanding balance on the repair, Defendant became disgruntled and left the Plaintiff's place of business. Since then, Defendant has permitted the vehicle to be stored on the Plaintiff's property, thus utilizing valuable storage space which would otherwise have been available to the Plaintiff and requiring the Plaintiff to provide insurance, storage space and supervision of the equipment while it was entrusted to him at this facility.

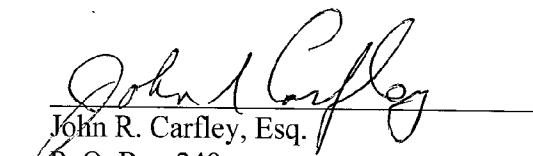
11. Plaintiff normally charges the sum of \$20.00 per day for storage of such equipment because of the need to retain the equipment while it is within his custody and control.

12. More than thirteen (13) months have elapsed since the equipment was repaired and the Defendant was notified that the equipment could be paid for and removed from Plaintiff's business premises, all of which results in additional compensation due the Plaintiff in the amount of \$8,120.00, which is calculated from January 1, 2007 to February 10, 2008, for which demand has been made and for which recovery is now sought.

13. Plaintiff has, on several occasions, requested the Defendant to make payment for the repairs as stated on the invoice as well as for charges for the storage fees imposed, but Defendant refuses and continues to refuse to pay all or any part of said sum due.

WHEREFORE, Plaintiff requests that judgment be entered in favor of Plaintiff and against the Defendant in the amount of \$18,035.93 for the repair charges and the storage charges, together with additional storage charges from February 10, 2008 until this matter is concluded, and any interest due, as well as the costs of this proceeding.

Respectfully submitted,


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, PA 16866

Dated: Feb. 29, 2008

VERIFICATION

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

Drew A. McDowell
Drew A. McDowell

Dated: 2-29-08

ITEM	DESCRIPTION	QUANTITY	PRICE	AMOUNT
1	V-belt	17	61	
1	oil pressure sensor	18	25	
1	Hans oil filter	8	.93	
1	Engine air filter	12	57	
1	Fuel filter	6	.93	
1	Trans. oil	15	54	
1	Sealastic Nut	30	.99	
2	Bushings	35	41	
1	Pinst Pin	62	95	
2	King Pins + Bushings	336	25	
2	Motor Mount	63	12	
4	Bushings	46	38	
1	Pin	102	80	
2	Pinst Pins	204	98	
4	Wishbone	19	74	
2	5inch Pins	9	95	
1	Coolant Hose	98	04	
1	Coolant Hose	50	73	
1	Bypass Hose	35	69	
1	Induction Hose	44	40	
1	Adapter (Turbo)	103	18	
1	Hose	114	56	
2	Circle Clips	1	43	
4	Grease fittings	9	46	
8	Breakers	79	52	
[SEE BACK]				
TOTAL PARTS *				
ACCESSORIES				
1	Pin	97	12	
2	Fittings	2	80	
4	Bushing	124	32	
4	Nuts	3	17	
4	Bolts	42	22	
4	Pins	120	79	
4	Wipers	154	49	
1	Gasket Kit upper	129	38	
1	Gasket Kit lower	84	42	
1	Joint (Beams)	6	17	
1	Champakoff Kit	984	46	
TOTAL ACCESSORIES *				

CUSTOMER INFORMATION		
NAME	George Novosel	
ADDRESS	237-1000 237-5591	
PHONE	12/11/06	
CUSTOMER'S ORDER NO.	MC00533	
WRITTEN BY	/ /	
YEAR/MAKE/MODEL	J.C.B. Backhoe	
MOTOR NUMBER		
SERIAL NUMBER		
LICENSE NO.		
TERMS	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
OPEN NO.		
INSTRUCTIONS		
LUBE <input type="checkbox"/>	CHANGE OIL <input type="checkbox"/>	OIL FILTER <input type="checkbox"/>
ADJUST BRAKES <input type="checkbox"/>	AIR CLEANER <input type="checkbox"/>	TRANSMISSION <input type="checkbox"/>
WASH <input type="checkbox"/>	WHEEL ALIGN. <input type="checkbox"/>	ROTATE TIRES <input type="checkbox"/>
POLISH <input type="checkbox"/>	EMISSION SER. <input type="checkbox"/>	
BASIC SERVICE		
Along with front axle pins + bushings + king pins.		
Rein basket + front end were greased. Carburetor +		
front end were greased. Wonted addressed.		
BILLING:		
GALLONS GAS		
TOTAL LABOR *		
134	32	00
D.C.O.D.	<input type="checkbox"/> Charge	
3	17	
42	22	
120	79	
<input type="checkbox"/> Guarantee <input type="checkbox"/> Repeat		
TOTAL GAS,OIL,GREASE *		
13/40	QUARTS OIL	32 00
LBS. GREASE		
ACCESSIONS *		
GAS,OIL,GREASE * 32 00		
OUTSIDE WORK		
TIRES-TUBES		
SUB-TOTAL		
TAX		
* TOTAL DUE *		

1 HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIALS, HEREBY GRANT YOU AND YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE ABOVE DESCRIBED ON STREETS, HIGHWAYS, OR ELSEWHERE FOR THE PURPOSES OF TESTING, INSPECTION AND DELIVERY AN EXPRESS MECHANICS LIEN IS HEREBY ACKNOWLEDGED ON THE ABOVE DESCRIBED VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

IT IS UNDERSTOOD THAT YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO THE ABOVE DESCRIBED VEHICLE, OR ARTICLES LEFT THEREIN, IN CASE OF FIRE, THEFT, ACCIDENT OR OTHER CAUSE BEYOND YOUR CONTROL.

SIGNED: / /

DATE: / /

MADE IN U.S.A.

EXHIBIT

A

		PHRSE	AMOUNT
1	Recon Rod	132	63
1	Cam	473	56
8	Tappet	71	63
1	Oil Pump	209	70
1	Plunger	6	94
1	Spring	2	24
4	Piston Kit	579	80
4	Rings	113	04
1	Thermostat	14	32
1	Water Pump	146	02
1	Front Seal	12	74
1	Rear Seal	37	08
1	Cam Bushing	14	65
8	Nuts (Rocking)	5	92
4	Dogleg (Injection)	231	92
1	Bracket	31	53
1	Oil Ctrle	417	37
2	Hose	44	59
1	Hose	28	40
1	Joint	5	96
1	Hose	14	96
1	Gasbut	4	12
2	Ring	43	29
1	Adaptor	40	96

(SEE BACK)

ACCESSORIES

TOTAL PARTS *2681.79

DESCRIPTION	BILLING:	GALLONS GAS		TOTAL LABOR *2600.00
		D.C.O.D.	Charge	
Guarantee <input type="checkbox"/> Repeat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TOTAL GAS, OIL, GREASE *9915.93
				1.85.37 Retained Part
				9930.56

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIALS. I HEREBY GRANT YOU AND YOUR EMPLOYEES PERMIS- SION TO OPERATE THE VEHICLE ABOVE DESCRIBED ON STREETS, HIGHWAYS, OR ELSEWHERE FOR THE PURPOSES OF TESTING, INSPECTION AND DELIVERY. AN EXPRESS MECHANICS LIEN IS HEREBY ACKNOWLEDGED ON THE ABOVE DESCRIBED VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREFOR.

IT IS UNDERSTOOD THAT YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO THE ABOVE DESCRIBED VEHICLE, OR ARTICLES LEFT THEREIN, IN CASE OF FIRE, THEFT, ACCIDENT OR OTHER CAUSE BEYOND YOUR CONTROL.

OUTSIDE WORK	400	20
Postage	11	61
Credit	114	07
Sub-Total	9332	03
TAX	563	90
*TOTAL DUE *9915.93		

MADE IN U.S.A.

SIGNED / / DATE / /

AUTO REPAIR ORDER

OFFICE COPY

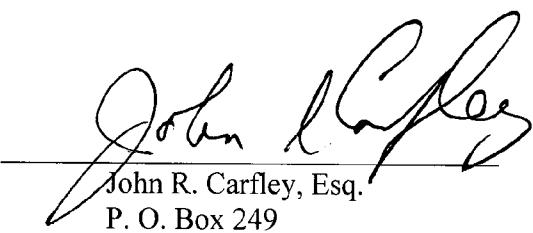
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA -
CIVIL DIVISION

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. : No.: 2008-380-CD
GEORGE F. NOVOSEL, :
Defendant : JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

I hereby verify that a true and correct copy of the within document was served upon the following party at the following address on April 18, 2008, by ordinary mail, first class, postage prepaid.

George F. Novosel
1000 N. Nixon Road
State College, PA 16803


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, PA 16866
Attorney for Plaintiff

FILED NO CC
m79:1031
APR 21 2008
WAS
William A. Shaw
Prothonotary/Clerk of Courts

ORIGINAL

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

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. : No. 2008-380-CD
GEORGE F. NOVOSEL, :
Defendant :
:

TYPE OF CASE:
Civil

TYPE OF PLEADING:
Entry of Appearance

FILED ON BEHALF OF:
George F. Novosel

COUNSEL OF RECORD FOR THIS
PARTY:
Kathleen V. Yurchak, Esquire
PA I.D. No. 55948
Kara S. Bowser, Esquire
PA.I.D. 93386
GOODALL & YURCHAK, P.C.
328 South Atherton Street
State College, PA 16801
(814) 237-4100
(814) 237-5601 (Fax)
yurchak@centrelaw.com
kbowser@centrelaw.com

FILED ^{No CC}
APR 22 2008
GK

William A. Shaw
Prothonotary/Clerk of Courts

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

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. :
No. 2008-380-CD
GEORGE F. NOVOSEL, :
Defendant :
:

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

Please enter my appearance on behalf of Defendant George F. Novosel. All papers may be served on the undersigned at the office of Goodall & Yurchak, P.C., 328 South Atherton Street, State College, Pennsylvania.

Respectfully submitted,



Kara S. Bowser, Esquire
Pa.I.D. 93386
Kathleen V. Yurchak, Esquire
Pa.I.D. 55948

Date: April 21, 2008

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

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. : No. 2008-380-CD
GEORGE F. NOVOSEL, :
Defendant :
:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of our Entry of Appearance has been sent by United States first class mail, postage prepaid on this 21st day of April, 2008 to the following attorney:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866



Kara S. Bowser, Esquire

~~COPY~~

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

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. : No. 2008-380-CD
GEORGE F. NOVOSEL, :
Defendant :
:

TYPE OF CASE:
Civil

TYPE OF PLEADING:
Answer, New Matter and Counterclaim

FILED ON BEHALF OF:
George F. Novosel

COUNSEL OF RECORD FOR THIS
PARTY:

Kathleen V. Yurchak, Esquire
PA I.D. No. 55948
Kara S. Bowser, Esquire
PA.I.D. 93386

GOODALL & YURCHAK, P.C.
328 South Atherton Street
State College, PA 16801
(814) 237-4100
(814) 237-5601 (Fax)
yurchak@centrelaw.com
kbowser@centrelaw.com

FILED NO CC
M/11/2008
APR 25 2008
GJ

William A. Shaw
Prothonotary/Clerk of Courts

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

DREW A. McDOWELL, t/d/b/a	:	
McDOWELL'S REPAIR,	:	
Plaintiff	:	
	:	
vs.	:	No. 2008-380-CD
	:	
GEORGE F. NOVOSEL,	:	
Defendant	:	

NOTICE TO PLEAD

To: Drew A. McDowell, t/d/b/a
McDowell's Repair
c/o John R. Carfley, Esquire

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

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

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
:
vs. : No. 2008-380-CD
:
GEORGE F. NOVOSEL, :
Defendant :
:

**DEFENDANT'S ANSWER, NEW MATTER, AND COUNTERCLAIM
TO PLAINTIFF'S COMPLAINT**

Defendant George F. Novosel, by and through his attorneys, Goodall & Yurchak, P.C., files the following Answer, New Matter, and Counterclaim to Plaintiff's Complaint and states as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Denied. When Defendant met Plaintiff in early June 2006, Defendant informed Plaintiff that one cylinder was not firing in the subject backhoe.
5. Admitted.
6. Denied. Defendant did not have knowledge of, nor did he consent to, Plaintiff taking approximately six months to complete his work on the subject backhoe.
7. Denied in part. The necessary repairs were those which had been discussed when Defendant initially met with Plaintiff in June 2006. It is denied that a complete overhaul was warranted. Any repairs to the engine beyond those initially discussed were necessitated by Plaintiff's faulty workmanship. Moreover, Defendant is

without knowledge of Plaintiff's reasoning or beliefs.

8. Denied. Defendant went to Plaintiff's place of business to retrieve the subject backhoe from Plaintiff on December 21, 2006, at which time he discovered that Plaintiff had not in fact repaired the backhoe, as it would not start and it lacked the power necessary to go up an inclined surface. Furthermore, the statement of repairs referred to in paragraph 8 of Plaintiff's Complaint has not been attached, as Plaintiff has averred.

9. Denied. Defendant lacks knowledge as to the extent of the repairs allegedly being performed by Plaintiff on Defendant's backhoe. During the six month period in which Plaintiff took to perform his repairs Defendant was only informed that the pins were "wobbly" on the backhoe. Defendant did not authorize Plaintiff to perform repairs in the amount of \$9,915.93, particularly in light of the fact that the backhoe is only worth between \$5,000 and \$6,000. Instead, after presenting Defendant with a bill that was over \$6,000 more than the originally agreed to amount, Plaintiff stated to Defendant that Plaintiff "just suspected that he wanted it done right."

10. Admitted.

11. Denied. Defendant left his backhoe at Plaintiff's place of business only after he was informed that Plaintiff performed more than \$6,000 in unauthorized repairs on the backhoe. Because Defendant is not willing to pay these unapproved charges, he left the backhoe at Plaintiff's place of business pending the outcome of this case. Any consequences to Plaintiff, such as use of storage space, are due to his faulty workmanship and unscrupulous billing practices.

11. (Sic. Plaintiff's Complaint has two paragraphs numbered as paragraph 11). Defendant is without knowledge or information sufficient to form a belief as to the truth to the averment in paragraph 11, and strict proof thereof is demanded.

12. Denied. Plaintiff has yet to repair the subject backhoe such that it is in a workable condition. Moreover, Plaintiff is not entitled to additional compensation as a result of his faulty workmanship and unauthorized repairs.

13. Admitted. By way of further response, Defendant refuses to make said payment because the repairs were unauthorized, as well as improperly performed. Furthermore, any alleged storage fees are necessitated by Plaintiff's own actions.

WHEREFORE, Defendant George F. Novosel respectfully requests that this Honorable Court enter a judgment in its favor and against Plaintiff Drew A. McDowell, t/d/b/a McDowell's Repair.

NEW MATTER AND COUNTERCLAIM

14. Paragraphs 1 through 13 are incorporated herein and made part hereof as though set forth in full.

15. Plaintiff's business practices in the transaction at issue violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law ("UTPCPL") (73 P.S. § 201-1 et seq.).

16. Specifically, under 73 P.S. § 201-2(4)(vii), it is a violation of the UTPCPL to "represent that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another."

17. Furthermore, under 73 P.S. § 201-2(4)(xv), it is a violation of the UTPCPL to "knowingly misrepresent the services, replacements or repairs are needed if they are not needed."

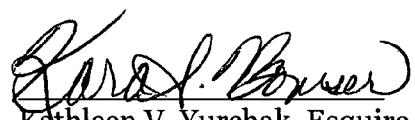
18. In the present matter, Plaintiff violated the above provision of the UTPCPL by representing that he had repaired the subject backhoe when in fact he had not and by performing and then attempting to charge Defendant for unnecessary repairs to the backhoe.

19. Defendant has sustained damages as a result of Plaintiff's unfair and deceptive acts, including the costs to have the backhoe properly repaired and the loss which has resulted from Defendant's inability to use the backhoe for approximately 22 months.

20. Under 73 P.S. § 201-9.2(a) Defendant is entitled to treble damages for the loss which he has sustained.

WHEREFORE, Defendant George F. Novosel respectfully requests this Honorable Court: (1) enter judgment in his favor and against Plaintiff Drew A. McDowell, t/d/b/a McDowell's Repairs and (2) award Defendant treble damages as provided for in the UTPCPL; (3) award Defendant attorneys' fees and costs and such other relief as the Court deems proper.

Respectfully submitted,



Kathleen V. Yurchak, Esquire
Pa.I.D. 55948
Kara S. Bowser, Esquire
Pa.I.D. 93386

Date: April 24, 2008

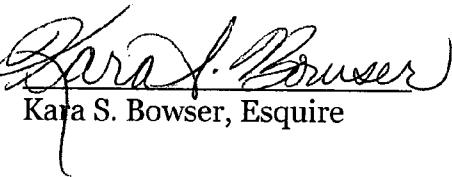
THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. :
GEORGE F. NOVOSEL, :
Defendant :
: No. 2008-380-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of Defendant's Answer, New Matter and Counterclaim has been sent by United States first class mail, postage prepaid on this 24th day of April, 2008 to the following attorney:

John R. Carfley, Esquire
P.O. Box 249
Philipsburg, PA 16866

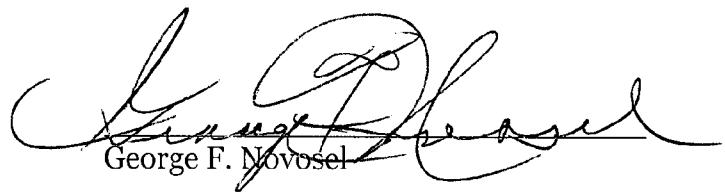

Kara S. Bowser, Esquire

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CENTRE :

VERIFICATION

I verify that the statements made in the foregoing are true and correct to the best of my knowledge, information and belief. 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.

Dated: 4/24/08



A handwritten signature in black ink, appearing to read "George F. Novosel".

George F. Novosel

FILED

APR 25 2008

William A. Shaw
Prothonotary/Clerk of Courts

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

Vs.

GEORGE F. NOVOSEL,
Defendant

No.: 2008-380-CD

Type of Case: Civil

Type of Pleading: Plaintiff's Answer to
New Matter and Counterclaim

Filed on behalf of: Plaintiff

Counsel of record for this party:

John R. Carfley, Esq.
PA ID No.: 17621
P. O. Box 249
Philipsburg, PA 16866
814.342.5581

FILED 3CC ATT
5/12/2008 J. Carfley
MAY 08 2008
William A. Shaw
Prothonotary/Clerk of Courts

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

Vs. No.: 2008-380-CD

GEORGE F. NOVOSEL,
Defendant

PLAINTIFF'S ANSWER TO NEW MATTER
AND COUNTERCLAIM

AND NOW comes the Plaintiff, Drew A. McDowell, who by and through his attorney, John R. Carfley, Esq., sets forth the following:

14. The averments of Defendant's answers to paragraphs 1 through 13 of Plaintiff's Complaint are incorporated herein as the same are called into issue by the answers contained in the body of Defendant's Answer, New Matter and Counterclaim.

15. Denied. On the contrary, it is averred that Paragraph 15 of Defendant's New Matter states a conclusion of law as to which no specific response is required.

16. Denied. On the contrary, it is averred that Paragraph 16 of Defendant's New Matter states a conclusion of law as to which no specific response is required.

17. Denied. On the contrary, it is averred that Paragraph 17 of Defendant's New Matter states a conclusion of law as to which no specific response is required. By way of further answer, it is averred that Paragraph 17 of Defendant's New Matter and Counterclaim in no way states specific facts as required by the Pennsylvania Rules of Civil Procedure to show that the Plaintiff "knowingly misrepresented the services, replacements or repairs" as needed in the repair of the subject vehicle. As a result

thereof, Defendant's Paragraph 17 should be stricken in its entirety for failure to state a claim upon which relief can be granted.

18. Denied. On the contrary, it is averred that at the time Defendant came to the Plaintiff's place of business, the vehicle was in working order with all repairs having been completed, but Defendant refused and continues to refuse, to pay the necessary amount due to remove the said vehicle from the bailment which he entrusted the Plaintiff at the time of the original contract.

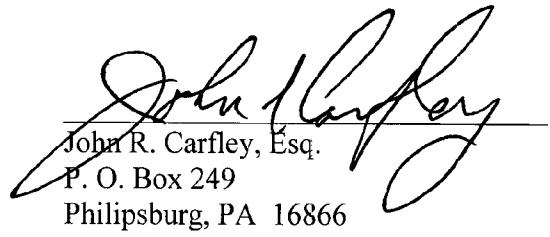
19. It is denied that the Defendant has sustained any damages as result of Plaintiff's acts. By way of further answer, it is averred that no such alleged damages are set forth with any degree of specificity and therefore, this paragraph should be stricken in its entirety. Moreover, any loss which has resulted as a result of Defendant's inability to utilize the backhoe for over twenty-two months has resulted solely from Defendant's actions in failing to retrieve the vehicle in a reasonable and timely manner subsequent to its repair.

20. It is denied that actual circumstances are such as to entitle the Defendant to treble damages for the loss which he has sustained. By way of further answer, it is averred that there are no damages set forth in Defendant's Answer, New Matter and Counterclaim so as to enlighten the Plaintiff as to the claim made by the Defendant in this regard.

WHEREFORE, Plaintiff requests this Honorable Court to enter an Order dismissing all of Defendant's claims, including (1) his claim to enter judgment in his favor, (2) to award the Defendant treble damages, and (3) to award the Defendant attorney's fees and costs. On the contrary, Plaintiff requests that judgment be entered in

favor of the Plaintiff and against the Defendant, consistent with the prayer of Plaintiff's Complaint, which is incorporated herein by reference as fully as though set forth at length.

Respectfully submitted,


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, PA 16866

Dated: May 8, 2008

VERIFICATION

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

Drew A. McDowell

Drew A. McDowell

Dated: 5-7-08

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

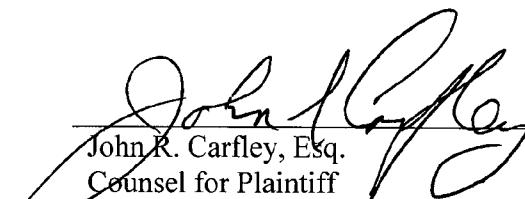
Vs. No.: 2008-380-CD

GEORGE F. NOVOSEL,
Defendant

CERTIFICATE OF SERVICE

I do certify that I made service of the foregoing Answer to New Matter and Counterclaim upon the following, by depositing a copy of the same in the United States Mail, postage prepaid, on the 8th day of May, 2008, to the address listed below:

Kara S. Bowser, Esq.
Goodall & Yurchak, P.C.
328 South Atherton Street
State College, PA 16801


John R. Carfley, Esq.
Counsel for Plaintiff
P. O. Box 249
Philipsburg, PA 16866
(814) 342-5581

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

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. :
No. 2008-380-CD
GEORGE F. NOVOSEL, :
Defendant :
:

NOTICE OF TAKING DEPOSITION

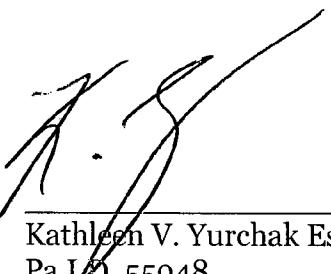
TO: Drew A. McDowell
c/o John R. Carfly
222 Presqueisle Street
P.O. Box 249
Philipsburg, PA 16866

PLEASE TAKE NOTICE that the deposition of Drew A. McDowell, will be taken at the law offices of Goodall & Yurchak, 328 South Atherton Street, State College, Pennsylvania, on June 30, 2008, at 10:00 a.m., prevailing time before a Court Reporter or a person duly qualified by law to administer the oath.

YOU ARE FURTHER DIRECTED TO BRING WITH YOU AND PRODUCE THE FOLLOWING:

Any and all documents, not already produced, in your possession, custody or control regarding the above captioned matter.

Date: May 23, 2008


Kathleen V. Yurchak Esquire
Pa.I.D. 55948

FILED NOCC
MAY 28 2008
68

William A. Shaw
Prothonotary/Clerk of Courts

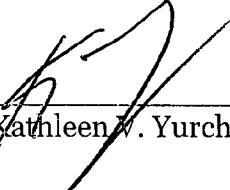
THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. :
GEORGE F. NOVOSEL, :
Defendant :
No. 2008-380-CD

CERTIFICATE OF SERVICE

I hereby certify that the above Notice of Deposition has been sent via United States first class mail, postage prepaid on this 23rd day of May, 2008, to the following:

Drew A. McDowell
c/o John R. Carfly
222 Presqueisle Street
P.O. Box 249
Philipsburg, PA 16866


Kathleen V. Yurchak, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103842
NO: 08-380-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: DREW A. McDOWELL t/d/d/a McDowell's Repair
VS.
DEFENDANT: GEORGE F. NOVOSEL

SHERIFF RETURN

NOW, March 19, 2008, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON GEORGE F. NOVOSEL.

NOW, March 25, 2008 AT 2:05 PM SERVED THE WITHIN COMPLAINT ON GEORGE F. NOVOSEL, DEFENDANT. THE RETURN OF CENTRE COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
03:40PM
JUN 25 2008
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103842
NO. 08-380-CD
SERVICES 1
COMPLAINT

PLAINTIFF: DREW A. McDOWELL t/d/d/a McDOWELL'S REPAIR
vs.
DEFENDANT: GEORGE F. NOVOSEL

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	CARFLEY	6879	10.00
SHERIFF HAWKINS	CARFLEY	6879	21.00
CENTRE CO.	CARFLEY	6882	50.50

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
by Marilyn Hahn
Chester A. Hawkins
Sheriff

SHERIFF'S OFFICE

JOHN R. CARFLEY, ESQ.

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. Please type or print legibly. Do not detach any copies.

1. Plaintiff(s) Drew A McDowell d/b/a McDowell's Repair	2. Case Number 08-380-CD
3. Defendant(s) George F Novosel	4. Type of Writ or Complaint: Complaint 501018
SERVE → AT { 5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold. George F Novosel 6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code) 1000 N. Nixon Road, State College, PA 16803	

7. Indicate unusual service: Reg Mail Certified Mail Deputize Post Other

Now, 20 . I, SHERIFF OF CENTRE COUNTY, PA., do hereby depose the Sheriff of County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____ Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

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

9. Print/Type Name and Address of Attorney/Originator JOHN R. CARFLEY, ESQ. P.O.BOX 249 PHILIPSBURG, PA. 16866	10. Telephone Number (814) 342-5581	11. Date
	12. Signature	

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above. { SIGNATURE of Authorized CCSD Deputy of Clerk and Title 14. Date Filed 15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to George Novosel, on the 25 day of March
20 2008, at 2:05 PM o'clock, m., at 1000 N. Nixon Road, State College, PA 16803, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

<input type="checkbox"/> Defendant(s) personally served.	<input type="checkbox"/> Adult family member with whom said Defendant(s) resides(s). Relationship is _____ defendant
<input type="checkbox"/> Adult in charge of Defendant's residence.	<input type="checkbox"/> Manager/Clerk of place of lodging in which Defendant(s) resides(s).
<input type="checkbox"/> Agent or person in charge of Defendant's office or usual place of business.	and officer of said Defendant company.
Other _____	

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

Moved Unknown No Answer Vacant Other _____

Remarks:

Advance Costs 75.00	Docket 9.00	Service 9.00	Sur Charge 0.00	Affidavit 2.50	Mileage 30.00	Postage	Misc.	Total Costs 50.50	Costs Due or Refund (24.50)
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17. AFFIRMED and subscribed to before me this 31 20. day of March 2008 23. <i>Arline Peters</i>	So Answer. 18. Signature of Dep. Sheriff <i>[Signature]</i>	19. Date 5/27/08
---	--	------------------

21. Signature of Sheriff	22. Date
--------------------------	----------

SHERIFF OF CENTRE COUNTY	
Amount Pd.	Page

24. I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE.	25. Date Received
---	-------------------



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

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 103842

TERM & NO. 08-380-CD

DREW A. McDOWELL t/d/d/a McDOWELL'S REPAIR

COMPLAINT

VS.

GEORGE F. NOVOSEL

**SERVE BY: 04/02/08
COURT DATE:**

MAKE REFUND PAYABLE TO JOHN R. CARFLEY, ESQ.

SERVE: GEORGE F. NOVOSEL

ADDRESS: 1000 N. NIXON ROAD, STATE COLLEGE, PA

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby depelize the SHERIFF OF CENTRE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, March 19, 2008.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

JOHN R. CARFLEY
ATTORNEY AT LAW
222 PRESQUEISLE STREET
P. O. BOX 249
PHILIPSBURG, PENNSYLVANIA 16866

AREA CODE 814
TELEPHONE 342-5581
FAX 342-1127

March 4, 2008

Chester A. Hawkins, Sheriff
Clearfield County Courthouse
1 North Second St., Ste. 116
Clearfield, PA 16830

Denny Nau, Sheriff
Centre County Courthouse
Allegheny Street
Bellefonte, PA 16823

Re: McDowell vs. Novosel

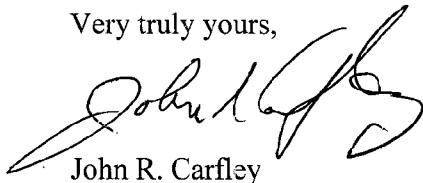
Dear Sheriff Hawkins and Sheriff Nau:

This letter accompanies a Complaint which we have filed on behalf of Drew A. McDowell against George F. Novosel. Also with this letter is a check payable to the Clearfield County Sheriff's Office for \$100.00 and a check payable to the Centre County Sheriff's Office in the amount of \$75.00. Please send the check and Complaint over to Centre County and proceed as required to have the Complaint served on Mr. Novosel in Centre County.

Mr. Novosel's address is 1000 N. Nixon Road, State College, Pennsylvania. It is our understanding that this is both his residence and place of business. I cannot provide you with a good time for service of this Complaint. I would guess that perhaps afternoons or early evenings might be best.

Thank you for your cooperation in this matter.

Very truly yours,



John R. Carfley

JRC:bjc
Enclosure

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

Vs.

GEORGE F. NOVOSEL,
Defendant

No.: 2008- 380 - C 0

Type of Case: Civil

Type of Pleading: Complaint

Filed on behalf of: Plaintiff

Counsel of record for this party:

John R. Carfley, Esq.
PA ID No.: 17621
P. O. Box 249
Philipsburg, PA 16866
814.342.5581

I hereby certify this to be true and
attested copy of the original
statement filed in this case.

MAR 04 2008

Attest.

William L. Schubert
Prothonotary/
Clerk of Courts

NOTICE

A Complaint has been filed against you in Court. If you wish to defend against the matters set forth in the following Complaint, you must enter a written appearance personally or by attorney and file an answer in writing with the Prothonotary setting forth your defenses or objections to the matter set forth against you and serve a copy on the attorney or person filing the Complaint. You are warned that if you fail to do so, the case may proceed without you and an Order may be entered against you by the Court without further notice for the relief requested by the Petitioner. You may lose 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 E. Market Street
Clearfield, PA 16830
814-765-2641 Ext. 5982

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

Vs. No.: 2008-

GEORGE F. NOVOSEL,
Defendant

COMPLAINT

AND NOW comes the Plaintiff, Drew A. McDowell, who by and through his attorney, John R. Carfley, Esq., sets forth a claim against the Defendant, the following of which is a statement:

1. The Plaintiff is Drew A. McDowell, an adult individual, t/d/b/a McDowell Repair and Inspection who presently resides and conducts business at 240 Country Air Road, Woodland, Clearfield County, Pennsylvania, 16881.

2. The Defendant is George F. Novosel, an adult individual, presently residing at 1000 N. Nixon Road, State College, Centre County, Pennsylvania 16803.

3. The Defendant, George F. Novosel, is believed, and therefore averred, to be the owner of a JCB Backhoe, 1550 B 1986 model, which equipment was used in the Defendant's conduct of various business related activities.

4. Early in June, 2006, the Defendant met with the Plaintiff at his place of business and related certain problems with the backhoe, including problems with the engine block and the cylinders which refused to fire in the proper sequence, thus causing the equipment to malfunction while in the course of operation.

5. An oral contractual arrangement was entered into by the parties whereby the Plaintiff would repair this equipment to insure that it was in good operating condition and on June 21, 2006, the backhoe was delivered by the Defendant to Plaintiff's place of business.

6. At the time of the initial conversation pertaining to the repair of this vehicle, it was determined that time was not of the essence in completing the repairs so the Plaintiff, with the knowledge and explicit consent and concurrence of the Defendant, engaged in the repair of the equipment as time and other business permitted.

7. After Plaintiff completed the initial inspection of the equipment, it became apparent that the damage to the engine, and the vehicle in general, was more extensive than originally believed. As a result, a complete overhaul was warranted and Plaintiff elected not to repair the vehicle on a limited basis so as to uphold his business reputation and because he believed the customer would not be satisfied if the equipment were not fully repaired and functional.

8. In December, 2006, the Defendant was notified that the backhoe repair had been completed and Plaintiff requested that the Defendant retrieve the said vehicle, which Defendant purported to do on December 21, 2006, at which time he was presented with a statement for the repairs rendered. A copy of said statement is attached hereto as Exhibit "A".

9. Throughout the period of the repair, the Defendant was advised of the extent of the repairs being undertaken and, in fact, authorized work in addition to the engine work originally discussed in the preliminary conference between the Plaintiff and the Defendant.

10. The statement which was presented to the Defendant in December, 2006 itemized the repairs, parts and service costs for the extensive engine, all of which resulted in a total bill of \$9,915.93.

11. At the time of the conference between Plaintiff and Defendant on the outstanding balance on the repair, Defendant became disgruntled and left the Plaintiff's place of business. Since then, Defendant has permitted the vehicle to be stored on the Plaintiff's property, thus utilizing valuable storage space which would otherwise have been available to the Plaintiff and requiring the Plaintiff to provide insurance, storage space and supervision of the equipment while it was entrusted to him at this facility.

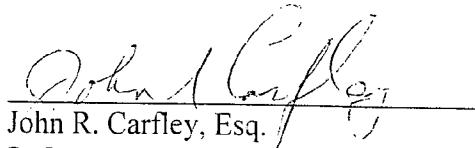
11. Plaintiff normally charges the sum of \$20.00 per day for storage of such equipment because of the need to retain the equipment while it is within his custody and control.

12. More than thirteen (13) months have elapsed since the equipment was repaired and the Defendant was notified that the equipment could be paid for and removed from Plaintiff's business premises, all of which results in additional compensation due the Plaintiff in the amount of \$8,120.00, which is calculated from January 1, 2007 to February 10, 2008, for which demand has been made and for which recovery is now sought.

13. Plaintiff has, on several occasions, requested the Defendant to make payment for the repairs as stated on the invoice as well as for charges for the storage fees imposed, but Defendant refuses and continues to refuse to pay all or any part of said sum due.

WHEREFORE, Plaintiff requests that judgment be entered in favor of Plaintiff and against the Defendant in the amount of \$18,035.93 for the repair charges and the storage charges, together with additional storage charges from February 10, 2008 until this matter is concluded, and any interest due, as well as the costs of this proceeding.

Respectfully submitted,


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, PA 16866

Dated: Feb. 29, 2008

VERIFICATION

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

Drew A. McDowell
Drew A. McDowell

Dated: 2-29-08

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT
1	Recon Rod	1		132 63
1	Cam	1		473 56
8	Tapsets	8		71 63
1	oil pump	1		209 70
1	Plunger	1		6 44
1	Spring	1		2 24
4	Piston Kit	4		579 80
4	Rings	4		113 04
1	Thermostat	1		14 32
1	Water Pump	1		146 02
1	Front Seal	1		12 76
1	Rear Seal	1		37 08
1	Cam Bushing	1		14 65
8	Nuts (Picks)	8		5 92
4	Wedges (Sagittae)	4		231 92
1	Bracket	1		31 53
1	oil cooler	1		417 37
2	Hose	2		44 59
1	Hose	1		28 40
1	Joint	1		5 96
1	Hose	1		14 96
1	Gasket	1		4 12
2	Rings	2		93 29
1	Adaptor	1		40 46
				144
(SEE BACK)				
TOTAL PARTS *		2681 79		
ADDITIONAL				
OUTSIDE REPAIRS				
Replace Cam bearing, sleeve, Ream/hone head, Pressure cyl, valve seat & valve guides				
TOTAL ADDITIONAL				

NAME <u>George Monroe</u>		CUSTOMER <u>Woodland Pa. 16881</u>	
ADDRESS <u>814-857-7576</u>		CITY <u></u>	
YEAR/MAKE/MODEL <u>JCB Backhoe</u>		SERIAL NUMBER <u></u>	
OPER. NO. <u></u>		INSTN. <u></u>	
		LUBE <input type="checkbox"/> OIL <input type="checkbox"/>	
		DIFFERENTIAL <input type="checkbox"/> AIR <input type="checkbox"/>	
		ADJUST BRAKES <input type="checkbox"/> WHEELS <input type="checkbox"/>	
		WASH <input type="checkbox"/>	
BILLING: <input type="checkbox"/> D.C.O.D. <input type="checkbox"/> Charge <input type="checkbox"/> Guarantee <input type="checkbox"/> Repeat		GALLONS GAS QUARTS OIL LBS. GREASE/SEAS.	
		TOTAL GAS, OIL, GREASE	
<p>HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE NECESSARY MATERIALS I HEREBY GRANT YOU AND YOUR EMPLOYEES TO OPERATE THE VEHICLE ABOVE DESCRIBED ON SITE ELSEWHERE FOR THE PURPOSES OF TESTING, INSPECTING, EXPRESS MECHANICS, LIEIN IS HEREBY ACKNOWLEDGED SACRIFICE VEHICLE TO SECURE THE AMOUNT OF REPAIRS IT IS UNDERSTOOD THAT YOU WILL NOT BE HELD RESPONSIBLE FOR DAMAGE TO THE ABOVE DESCRIBED VEHICLE, OR ANY CASE OF FIRE, THEFT, ACCIDENT OR OTHER CAUSE BEYOND MY CONTROL.</p>			

MADE IN U.S.A. 335346494649

SIGNED

5100

111

AUTO REPAIR ORDER

OFFICE COPY

1	Recon Rod	132	63
1	Cam	473	56
8	Tappets	71	63
1	Oil Pump	209	70
1	Plunger	6	44
1	Spring	2	24
4	Piston Kit	579	80
4	Ring	113	04
1	Thermostat	14	32
1	Water Pump	146	02
1	Front Seal	12	74
1	Rear Seal	37	08
1	Cam Bushing	14	65
8	Nut (Rock)	5	92
4	Nozzles (Injectors)	231	92
1	Bracket	31	53
1	Air Celler	417	37
2	Heave	44	59
1	Piston	28	40
1	Joint	5	96
1	Hose	14	96
1	Gasket	4	12
2	Ring	43	29
1	Adaptor	40	46

SEE BACK

TOTAL PARTS * 2681.79

ACCESSORIES

OUTSIDE REPAIRS

Replace Cam Bearing,	BILLING:	GALLONS GAS	TOTAL LABOR *
Plenum, Resurface,	<input type="checkbox"/> C.O.D.	QUARTS OIL	2600.00
Reed, Pressure Ckt,	<input type="checkbox"/> Charge	LBS. GREASE	6041.47
Valve seat & Valve	<input type="checkbox"/> Guarantee	<input type="checkbox"/> Repeat	

guide

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIALS. I HEREBY GRANT YOU AND YOUR EMPLOYEES PERMISSION TO OPERATE THE VEHICLE ABOVE DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSES OF TESTING, INSPECTION AND DELIVERY AN EXPRESS MECHANICS LIEN IS HEREBY ACKNOWLEDGED ON THE ABOVE DESCRIBED VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREFOR.

IT IS UNDERSTOOD THAT YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO THE ABOVE DESCRIBED VEHICLE, OR ARTICLES LEFT THEREIN IN CASE OF FIRE, THEFT, ACCIDENT OR OTHER CAUSE BEYOND YOUR CONTROL.

9915.93
185.37 Retained Part
9730.56

TOTAL ACCESSORIES *

400.20

SIGNED

DATE

/ /

MADE IN U.S.A

AUTO REPAIR ORDER

OFFICE COPY

NAME	ADDRESS	CITY	TELEPHONE	CUSTOMER'S ORDER NO.	WRITER BY	DATE	DATE & TIME	AMOUNT
						YEAR/MAKE/MODEL	SERIAL NUMBER	MILEAGE
George Norwell	240 Country Air Rd.	Woodland Pa. 16881	814-857-7576	MC00533				

TAX	AMOUNT
* TOTAL DUE *	9915.93

Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2008-00380-CD

Drew A. McDowell
McDowell's Repair

Vs.

George F. Novosel

FILED
S FEB 01 2012
B
William A. Shaw
Prothonotary/Clerk of Court

To All Parties and Counsel:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before April 2, 2012.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

F. Cortez Bell, III

F. Cortez Bell, III, Esq.
Court Administrator

Carfley
Yurchak
Bowser

FILED
FEB 01 2012

William A. Shaw
Prothonotary/Clerk of Courts

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

Vs.

GEORGE F. NOVOSEL,
Defendant

No.: 2008-380-CD

Type of Case: Civil

Type of Pleading: Settlement Agreement
and Mutual Release

Filed on behalf of: Plaintiff

Counsel of record for this party:

John R. Carfley, Esq.
PA ID No.: 17621
P. O. Box 249
Philipsburg, PA 16866
814.342.5581

FILED

FEB 09 2012
01/11/351
William A. Shaw
Prothonotary/Clerk of Courts

2 cent T

A-111

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

DREW A. McDOWELL, t/d/b/a :
McDOWELL'S REPAIR, :
Plaintiff :
vs. : No. 2008-380-CD
GEORGE F. NOVOSEL, :
Defendant :
:

Settlement Agreement and Mutual Release

This is a SETTLEMENT AGREEMENT AND MUTUAL RELEASE, dated September 4, 2008, by and between Drew A. McDowell t/d/b/a McDowell's Repair (hereinafter "Plaintiff") and George F. Novosel (hereinafter "Defendant"), in settlement of litigation pending in the Court of Common Pleas of Clearfield County at 2008-380-CD (hereinafter "Litigation").

WITNESSETH:

WHEREAS, in said Litigation, Plaintiff filed a Complaint against Defendant arising out of a contractual agreement whereby Plaintiff would perform repair work on a JCB 1550 backhoe (hereinafter "Backhoe") owned by Defendant;

WHEREAS, Defendant thereafter filed a Counterclaim against Plaintiff under the Pennsylvania Unfair Trade Practices and Consumer Protection Law, said Counterclaim relating to the same transaction described above;

WHEREAS, Plaintiff and Defendant have agreed to amicably resolve and settle the Litigation, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and of the agreements herein contained, which consideration is expressly acknowledged, and intending to be legally bound hereby, Plaintiff and Defendant agree as follows:

I. Terms of Settlement

- A. Defendant agrees to transfer possession of the Backhoe to Plaintiff with no monetary payment from Plaintiff to Defendant. Plaintiff expressly acknowledges that said Backhoe is being transferred to him in "as-is" condition, with no express or implied warranties;

- B. Plaintiff agrees to withdraw any repair charges for the Backhoe stemming from any work performed by him that is the subject of the Litigation;
- C. Plaintiff agrees to withdraw any storage charges for the Backhoe stemming from any storage of the Backhoe that is the subject of the Litigation.

II. Mutual Release

- A. In consideration of the Terms of Settlement provided above, Plaintiff and Defendant do hereby remise, release, and forever discharge each other, as well as each other's successors, heirs, executors, administrators, assigns, agents, employees, officers, directors, insurers, and/or any and all other persons, firms, or entities with whom any of the former have been, are now, and/or may hereafter be affiliated, of and from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, demands, costs, expenses, and/or compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, and whether for compensatory or punitive damages, which the parties now have, or which may hereafter accrue or otherwise be acquired, on account of, or in any way arising from, or which are the subject of the Litigation, including, without limitation, any and all known or unknown, foreseen or unforeseen, matured or unmatured claims and the consequences thereof, which have resulted from the acts or omissions of either Plaintiff or Defendant.
- B. This Mutual Release on the part of the parties hereto shall be a fully binding and complete settlement between Plaintiff and Defendant and all parties represented by or claiming through Plaintiff and Defendant, save only the executory provisions of this Mutual Release.

III. Termination of Litigation

Upon the execution of this Settlement Agreement and Mutual Release, counsel for Plaintiff shall file with the Court of Common Pleas of Clearfield County at 2008-360-CD an executed stipulation of dismissal with prejudice and/or an order to settle, discontinue, and end with prejudice the Litigation.

IV. No Admission of Liability

Plaintiff and Defendant agree that neither party admits or denies any liability with respect to the claims and counterclaims contained in the Litigation. This Settlement Agreement and Mutual Release is made as a compromise of the disputed claims and counterclaims in the Litigation in order to avoid expense and to terminate all controversy between the parties.

V. Governing Law

This Settlement Agreement and Mutual Release shall be construed in accordance with the substantive laws of the Commonwealth of Pennsylvania.

VI. Acknowledgment

Plaintiff and Defendant acknowledge that they have read and fully understand the terms of this Settlement Agreement and Mutual Release and that they voluntarily accept the same for the purpose of making a full and final compromise and settlement of any and all claims and counterclaims contained in the Litigation and for the purpose of precluding any further controversy arising out of the subject matter of the Litigation.

VII. Complete Agreement

This Settlement Agreement and Mutual Release constitutes the complete agreement between Plaintiff and Defendant with respect to the claims and counterclaims contained in the Litigation and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each party. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement and Mutual Release the day and year first above written intending to be legally bound.

Devin A. Malone
Plaintiff

George Krasel
Defendant

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

DREW A. McDOWELL, t/d/b/a
McDOWELL'S REPAIR,
Plaintiff

No.: 2008- 380 - C

Vs.

GEORGE F. NOVOSEL,
Defendant

Type of Case: Civil

Type of Pleading: Praeclipe for
Discontinuance

Filed on behalf of: Plaintiff

Counsel of record for this party:

John R. Carfley, Esq.
PA ID No.: 17621
P. O. Box 249
Philipsburg, PA 16866
814.342.5581

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William A. Shaw
Prothonotary/Clerk of Courts
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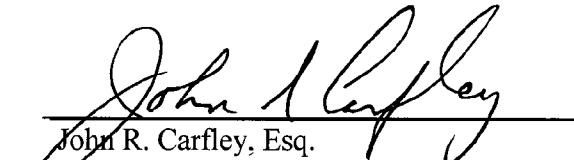
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

DREW A. McDOWELL, t/d/b/a	:	
McDOWELL'S REPAIR,	:	
Plaintiff	:	
	:	
vs.	:	No.: 2008-380-CD
	:	
GEORGE F. NOVOSEL,	:	JURY TRIAL DEMANDED
Defendant	:	

PRAECIPE FOR DISCONTINUANCE

TO THE PROTHONOTARY:

Please mark the above captioned matter as settled, discontinued and ended upon payment of costs by the Plaintiff and upon further compliance with the terms of the Settlement Agreement and Mutual Release filed coincident and contemporaneous to the filing of this Praeclipe.


John R. Carfley, Esq.
P. O. Box 249
Philipsburg, PA 16866
Attorney for Plaintiff

Dated: 2-7-12