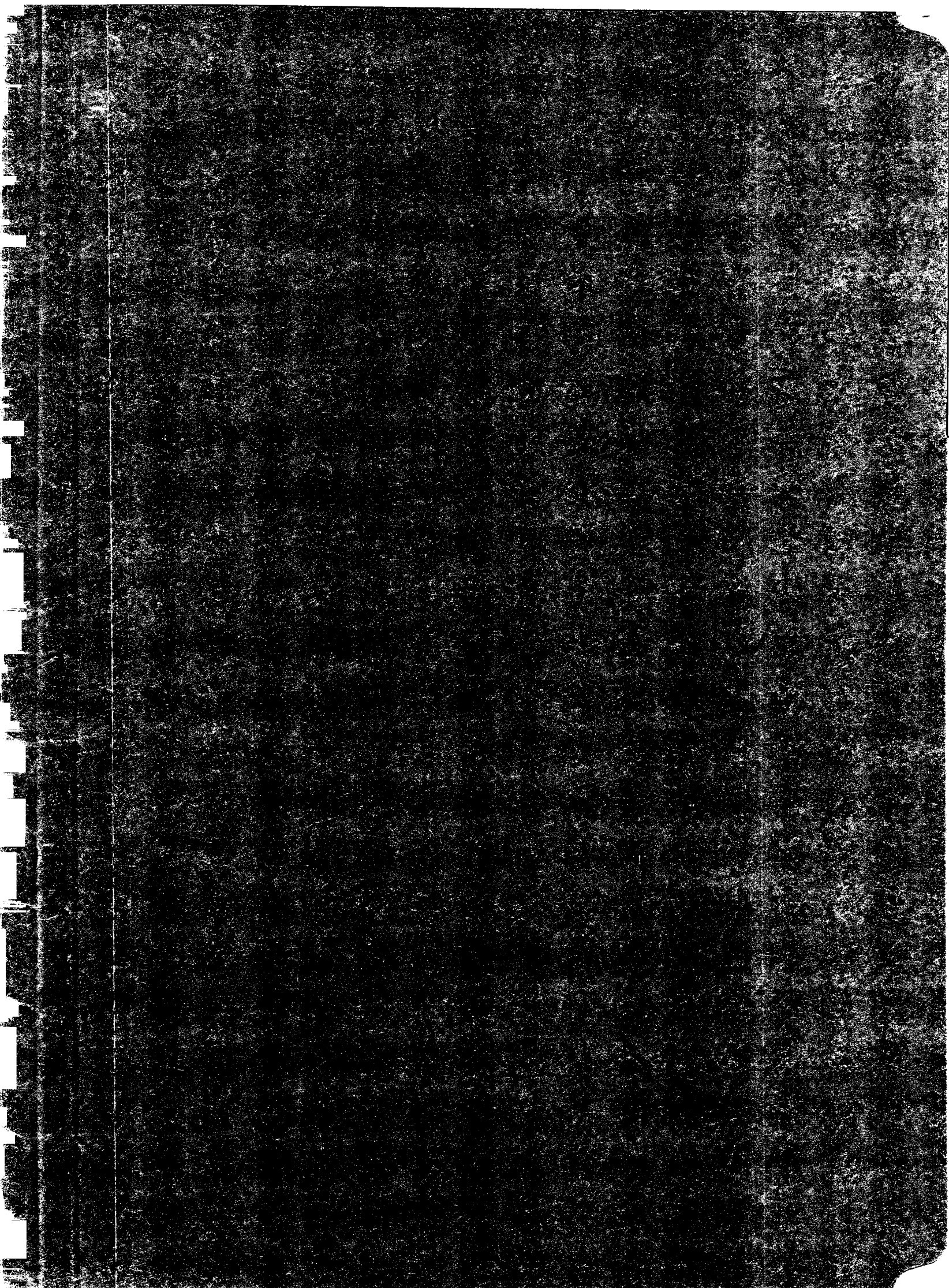


08-1727-CD

Mark Slye al vs Ken McLaughlin et al



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

KEN McLaughlin / Rebel Chassis
(Plaintiff)

CIVIL ACTION

6030 Philipsburg / Bigler Hwy
(Street Address)

No. 08-1727-CD

WEST DECATUR PA 16878
(City, State ZIP)

Type of Case: _____

Type of Pleading: _____

VS.

Filed on Behalf of:

Slye Mark, MATTHEW
(Defendant)

KEN McLaughlin / Rebel Chassis
(Plaintiff/Defendant)

P.O. Box 876
(Street Address)

TOANO VA. 23168
(City, State ZIP)

KEN McLaughlin / Rebel Chassis
(Filed by)

6030 Philipsburg / Bigler Hwy

WEST DECATUR, PA 16878
(Address)

814-553-4243
(Phone)

[Signature]
(Signature)

FILED

SEP 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

McLaughlin
pd # 9500

Copy to: McLaughlin

Slye
MBS Rudella

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 the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the Magisterial District Judge 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 official before whom affidavit was made

Signature of affiant

Title of official

My commission expires on _____, 20____

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

KEN McLaughlin / Peter Chassis
(Plaintiff)

CIVIL ACTION

6030 Philipsburg / Bigler Hwy
(Street Address)

No. 08-1727-CD

WEST DECATUR PA 16878
(City, State ZIP)

Type of Case: _____

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VS.

Filed on Behalf of:

Slye Mark, Matthew
(Defendant)

KEN McLaughlin / Peter Chassis
(Plaintiff/Defendant)

P.O. Box 876
(Street Address)

TOANO VA. 23168
(City, State ZIP)

KEN McLaughlin / Peter Chassis
(Filed by)

6030 Philipsburg / Bigler Hwy

WEST DECATUR, PA 16878
(Address)

814-553-4243
(Phone)

[Signature]
(Signature)

FILED

McLaughlin
pd # 9500

SEP 12 2008

William A. Shaw
Prothonotary/Clerk of Courts

Copy to: McLaughlin

Slye
MDS Rudella

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

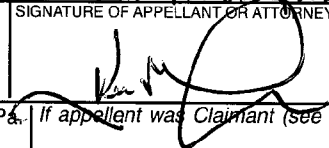
FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-1727-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 Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT <u>KEN McLaughlin / Rebel Chassis</u>	MAG. DIST. NO. <u>46-3-03</u>	NAME OF MDJ <u>Michael P. Ruppel</u>
ADDRESS OF APPELLANT <u>63 Pennock Dr. Road</u>	CITY <u>WEST DECATUR, PA</u>	STATE <u>PA</u> ZIP CODE <u>16878</u>
DATE OF JUDGMENT <u>8-15-08</u>	IN THE CASE OF (Plaintiff) <u>SLYE Mark, Matthew</u>	(Defendant) <u>KEN McLaughlin / Rebel Chassis</u>
DOCKET No. <u>CV-0000190-08</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>Signature of Prothonotary or Deputy</p>		
<p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.</p>		

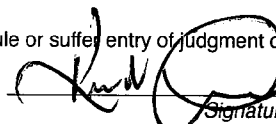
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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 Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon SLYE, Mark, Matthew appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 08-1727-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 SLYE Mark, Matthew appellee(s)
Name of appellee(s)

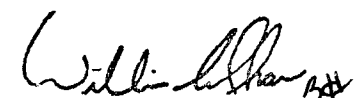
OWNER

(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 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 Sept. 15, 2008


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 the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____; SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____ upon the Magisterial District Judge 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 official before whom affidavit was made

Signature of affiant

Title of official

My commission expires on _____, 20____
X

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County Of

46th

NOTICE OF APPEAL

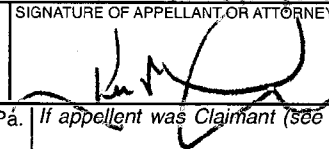
FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. 08-1727-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 Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT <u>KEN McLaughlin / Rebel Chassis</u>	MAG. DIST. NO. <u>46-3-03</u>	NAME OF MDJ <u>Michael Rudella</u>
ADDRESS OF APPELLANT <u>63 Private Dr. Don</u>	CITY <u>WEST DECATUR, PA</u>	STATE <u>PA</u>
DATE OF JUDGMENT <u>8-15-08</u>	IN THE CASE OF (Plaintiff) <u>SLYE MARK, MATTHEW</u>	(Defendant) <u>KEN McLaughlin / Rebel Chassis</u>
DOCKET No. <u>CV-00000190-08</u>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B.</p> <p>This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>Signature of Prothonotary or Deputy</p>		
<p>If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE OF APPEAL.</p>		

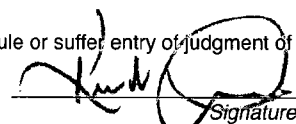
PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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 Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon SLYE, MARK, MATTHEW appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 08-1727-CD) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

 23
Signature of appellant or attorney or agent

RULE: To SLYE Mark, Matthew appellee(s)
Name of appellee(s)


OWNER

(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 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 Sept. 15, 2008

 23
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 the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____: SS

AFFIDAVIT: I hereby swear or affirm that I served

- ☐ a copy of the Notice of Appeal, Common Pleas No. _____, upon the Magisterial District Judge 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 official before whom affidavit was made

Signature of affiant

Title of official

My commission expires on _____, 20____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

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**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**SLYE, MARK & MATTHEW
PO BOX 876
TOANO, VA 23168**

VS.

DEFENDANT:

NAME and ADDRESS

**KEN MCLAUGHLIN/DBA REBEL CHASSIS, E
6030 PHILIP/BIGLER
HWY
WEST DECATUR, PA 16878**

**KEN MCLAUGHLIN/DBA REBEL CHASSIS
6030 PHILIP/BIGLER
HWY
WEST DECATUR, PA 16878**

Docket No.: **CV-0000190-08**

Date Filed: **7/18/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **8/15/08**

☒ Judgment was entered for: (Name) **SLYE, MARK & MATTHEW**

☒ Judgment was entered against: (Name) **KEN MCLAUGHLIN/DBA REBEL CHASSIS**
in the amount of \$ **4,164.00**

☐ 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	\$ 4,028.00
Judgment Costs	\$ 136.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,164.00
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ _____

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.

8-15-08 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.

_____, Date _____, Magisterial District Judge

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

SEAL

AOPC 315-07

DATE PRINTED: 8/15/08 3:53:00 PM

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

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**

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

2008-1727-C0
NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: **SLYE, MARK & MATTHEW**
NAME and ADDRESS
PO BOX 876
TOANO, VA 23168
VS.
DEFENDANT: **KEN MCLAUGHLIN/DBA REBEL CHASSIS, E**
NAME and ADDRESS
6030 PHILIP/BIGLER
HWY
WEST DECATUR, PA 16878

Docket No.: **CV-0000190-08**
Date Filed: **7/18/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **8/15/08**

☒ Judgment was entered for: (Name) **SLYE, MARK & MATTHEW**
☒ Judgment was entered against: (Name) **KEN MCLAUGHLIN/DBA REBEL CHASSIS**
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☐ 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
\$ _____
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residential lease \$ _____

Amount of Judgment	\$ 4,028.00
Judgment Costs	\$ 136.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 4,164.00
Post Judgment Credits	\$ —
Post Judgment Costs	\$ —
Certified Judgment Total	\$ 4164.00

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FILED *Fun*

SEP 17 2008

0/12:30/00

William A. Shaw
Prothonotary/Clerk of Courts

8-15-08 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.
9/16/08 Date *MA Rudella*, Magisterial District Judge

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

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

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**

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

2008-1727-CY
**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

**SLYE, MARK & MATTHEW
PO BOX 876
TOANO, VA 23168**

VS.

DEFENDANT:

NAME and ADDRESS

**KEN MCLAUGHLIN/DBA REBEL CHASSIS, E
6030 PHILIP/BIGLER
HWY
WEST DECATUR, PA 16878**

Docket No.: **CV-0000190-08**

Date Filed: **7/18/08**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR PLAINTIFF** (Date of Judgment) **8/15/08**

☒ Judgment was entered for: (Name) **SLYE, MARK & MATTHEW**

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in the amount of \$ **4,164.00**

☐ 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
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Judgment Costs	\$ 136.00
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Certified Judgment Total	\$ 4164.00

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FILED

SEP 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

8-15-08 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.

9/16/08 Date *MA Rudella*, Magisterial District Judge

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

SEAL

10/01/2008

COMPLAINT

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

FILED

UCI 06 2008

William A. Shaw
Prothonotary/Clerk of Courts

Mark Slye and Matthew Slye

Plaintiff/Appellee

District Justice Appeal

(Complaint Response to

Appeal from Defendant)

Case No. 08-1727-C.

Ken McLaughlin/Rebel Chassis/McLaughlin Enterprises

Defendant/Appellant

Type of Pleading:

Complaint

COMPLAINT

Now, comes the Plaintiffs, Mark Slye and Matthew Slye who herby avers as follows:

1. Mark Slye is an adult individual whose street address is 7625 Beechwood Drive, Lanexa, Virginia 23089. His mailing address is PO Box 876 Toano, Virginia 23168.
2. Matthew Slye is an adult individual whose strett address is 7253 Canal Street, Lanexa Virginia 23089.
3. Defendant is Ken McLaughlin of McLaughlin Enterpirses/DBA Rebel Chassis. He is an adult individual whose address is 6030 Phillipsburg Bigler Highway, West Decatur, Pennsylvania 16878.
4. On November 12, 2007 Matthew Slye called the Defendant to discuss having him build a car for Matthew Slye after he saw the Defendant's advertisement on the internet.
5. On November 22, 2007 both of the Plaintiffs drove up to Pennsylvania and met the Defendant. The Plaintiffs received an estimate for \$ 4,800 from the Defendant for his services of building a race car. Mark Slye paid the Defendant a \$ 3,000 deposit. The Defendant told the Plaintiffs that the race car would be completed and ready to pick up by the end of January. The Plaintiffs made the Defendant aware that the first practice of the season was March 15, 2008 and the first race was April 5, 2008.
6. From the date of deposit on November 22, 2007 until March 3, 2008 the Plaintiffs maintained contact with Defendant on the status of the race car and how the

building process was coming along. During this time period Mark Slye made a trip to Pennsylvania to provide the Defendant with a plastic nose, seat, and a set of 4 tires and rims for the race car. Matt Slye also shipped the defendant a set of 4 shocks and 4 springs during this time.

7. On March 3, 2008 Mark Slye spoke to the Defendant on the phone and voiced his concerns about the process of the race car. Mark Slye asked the Defendant for a refund of his \$ 3,000 deposit because the race car was not completed and it was extremely late. The Defendant told Mark Slye that he would not refund the money and that the car would be ready on March 29, 2008.
8. On March 29, 2008 the Plaintiffs arrived at the Defendants shop expecting to pick up a race car that was to be finished to the agreed upon condition. When the Plaintiffs arrived the chassis was bare with no gas or brake pedal, body, shocks, steering shaft, rear housing or axles, seat, or wheels, and the front firewall was not built to the Plaintiffs request, and the car was not a rolling chassis at all. The Defendant then gave the Plaintiffs a bill for \$5,112 minus their \$3,000 deductible for car that was estimated to be completed at \$4,800. The Plaintiffs were so unsatisfied with the work the Defendant had done that the Plaintiffs left the car at the Defendant's shop to be completed. The Plaintiffs made a list of things to be completed by the Defendant and the Defendant gave the Plaintiffs an estimate of an additional \$750 on top of the \$5,112 that he was already charging the Plaintiffs, and he told the Plaintiffs that if they wanted the body to be hanged on the car that they had to purchase it themselves from another company and ship it to the Defendant. This cost the Plaintiffs an additional \$ 553.
9. On Sunday April 20, 2008 the Defendant drove to Winchester Virginia with the Plaintiffs race car. Matthew Slye met the Defendant in Winchester to pick up the car. Matthew Slye gave the Defendant a certified check for \$ 3,128. This brought the total amount paid by the Plaintiff's to the Defendant to \$ 6, 128.
10. The car was picked up approximately 3 months later than the agreed upon time, because the Defendant did not have the car done on time.
11. Upon picking up the car on April 20,2008 the Defendant stated that he had not completed working on the Plaintiffs shocks which the Plaintiff bought and provided to the Defendant as well as paid him to redo. The Defendant said that he would be shipping the shocks to the Plaintiff on Tuesday April 22, 2008 along with another portion of a firewall and hood pins. The Plaintiff has never received those things.
12. Upon getting the car home and getting a chance to take measurements of the car the Plaintiffs found that the chassis has approximately a three inch offset. The body was very poorly hung, six inches to the left, the hood is 6" to narrow and will not fit the body of the car. the firewalls were not completed to the Plaintiffs request and

there were multiple small odds and ends that were to be completed by Defendant that were never done. The Plaintiffs found that the car was not in compliance with the rules of Langley Speedway.

13. On April 28, 2008 the Plaintiffs sent a letter by certified mail to the Defendant. The letter explained why the Plaintiffs were not satisfied and requested a complete refund of the car. The Plaintiffs advised the Defendant that if they did not receive a refund they would be filing a law suit.
14. The Defendant then sent a letter to the Plaintiffs in response to their letter. He did not agree to give a full refund.
15. The Plaintiffs then filed a civil complaint with the district court, and sued for the maximum amount allowed of \$ 8,000.
16. On August 15, 2008 a hearing took place and Michael A. Rudella ruled in favor of the Plaintiffs for \$ 4,164. The Docket NO. was CV-0000190-08.
17. On September 18, 2008 the Plaintiffs received notice that the Defendant filed an appeal.
18. As a direct and proximate result of the Defendant's negligence described herein, Plaintiffs have sustained damages as follows:
 - A. Loss of \$ 6,128 for purchase of race car that was not built on time and not built to the specifications needed to be able to race the car at Langley Speedway
 - B. Loss of \$ 667.99 for car body purchased from Rayline and Performance Bodies for race car.
 - C. Loss of \$ 247.44 for shocks and springs purchased and shipped to the Defendant to be placed on the car.
 - D. Loss of \$ 209.11 for gas purchased for trips to PA to meet with the defendant and go to court.
 - E. Loss of \$ 165.68 for purchase of hotel rooms to meet with defendant and go to court.
 - F. Loss of \$ 7,700 for sponsorship money lost because the Plaintiff was not able to race during the 2008 season.
 - G. Costs incurred for legal fees in first court case in the amount of \$ 136.00

WHEREFORE, Plaintiffs demands judgment against Defendant in the amount of \$ 15,254.22, plus interest, court costs and such other reasonable costs as the court may allow.

MARK SLYE

Plaintiff/ Mark Slye

Matthew D. Slye

Plaintiff/ Matthew Slye

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

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

Matthew D. Slye

MARK SLYE

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

MARK and MATTHEW SLYE
(Plaintiff)

CIVIL ACTION

7253 CANAL ST. 1
(Street Address)

No. 08-1727-C.D.

LANEXA VA 23089
(City, State ZIP)

Type of Case: Appeal

Type of Pleading: Complaint

vs.

Filed on Behalf of:

Ken McLaughlin/McLaughlin Enterprises DBA
(Defendant) Rebel Chassis

MARK and Matthew SLYE/Plaintiff
(Plaintiff/Defendant)

6030 Phillipsburg Bigler Highway
(Street Address)

West Decatur PA 16878
(City, State ZIP)

MATTHEW D. SLYE
(Filed by)

P.O. Box 875 TOANO VA 23168
(Address)

757-875-7828
(Phone)

Matthew D. SLYE
(Signature)

FILED No. CC
OCT 17 2008

William A. Shaw
Prothonotary/Clerk of Courts

10/14/2008

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Mark Slye and Matthew Slye

Plaintiff/Appellee

:

:

:

:

:

:

Ken McLaughlin/Rebel Chassis/McLaughlin Enterprises

Defendant/Appellant

:


District Justice Appeal

Case No. 08-1727-C.D.

CERTIFICATE OF SERVICE

I, Matthew Slye, Plaintiff above named, do hereby certify that on the 14th day of October, 2008 I caused a certified copy of the Complaint to be mailed, first class-postage prepaid, to the Defendant at his address:

6030 Phillipsburg Bigler Highway
West Decatur, PA 16878



Matthew Slye

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

FILED ^(E)

JAN 12 2009

pm / 4:00 / w

William A. Shaw

Prothonotary/Clerk of Courts

NOTICE TO

KEN McLAUGHLIN

MARK and MATTHEW SLYE
(Plaintiff)

CIVIL ACTION

7253 CANAL ST. 1
(Street Address)

No. 08-1727-C.D.

LANEXA VA 23089
(City, State ZIP)

Type of Case: Appeal

Type of Pleading: Complaint

vs.

Filed on Behalf of:

KEN McLaughlin / McLaughlin Enterprises DBA
(Defendant) Rebel Chassis

MARK and MATTHEW SLYE / Plaintiff
(Plaintiff/Defendant)

6030 Phillipsburg Bigler Highway
(Street Address)

West Decatur PA 16878
(City, State ZIP)

MATTHEW D. SLYE
(Filed by)

P.O. Box 875 TOAND VA 23168
(Address)

757-875-7828
(Phone)

Matthew D. Slye
(Signature)

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Mark Slye and Matthew Slye

Plaintiff/Appellee

Ken McLaughlin/Rebel Chassis/McLaughlin Enterprises

Defendant/Appellant


:
:
: District Justice Appeal
: CASE NO. 08-1727-C.D.

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter judgment against the Defendants above named in the amount of \$ 15,254.22 plus costs for the Defendants failure to answer the complaint within Twenty (20) days of the service thereof.

I hereby certify that a Notice of Intention to Enter Default Judgment was mailed to the Defendants on December 29, 2008, being at least ten (10) days prior to the date of filing 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.



Matthew D. Slye

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Mark Slye and Matthew Slye

Plaintiff/Appellee

Ken McLaughlin/Rebel Chassis/McLaughlin Enterprises

Defendant/Appellant

District Justice Appeal
CASE NO. 08-1727-C.D.

To: Ken McLaughlin

Date of Notice: December 29, 2008

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 THIS 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

Matthew D. Slye
PLAINTIFF

7253 CANAL STREET
LANEKA VA 23089
ADDRESS

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Mark Slye Matthew Slye

Vs.

No. 2008-01727-CD

Ken McLaughlin Rebel Chassis

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$15,254.22 on January 12, 2009.

William A. Shaw
Prothonotary

William A. Shaw

Date: 1/12/2009
Time: 03:38 PM

Clearfield County Court of Common Pleas
Receipt

NO. 1927512
Page 1 of 1

Received of: Slye, Mark (plaintiff) \$ 20.00

Twenty and 00/100 Dollars

Case: 2008-01727-CD	Plaintiff: Mark Slye, etal. vs. Ken McLau	Amount
Judgment		20.00
Total:		20.00

Check: 245

Payment Method: Check
Amount Tendered: 20.00
Change Returned: 0.00
Clerk: BILLSHAW

William A. Shaw, Prothonotary/Clerk of Cou
By: _____
Deputy Clerk

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

vs.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

*
* No. 2008-10727-CD
*
*
*
*
*
*
*
* Type of Case: Judgment
*
* Type of Pleading: Petition to Open Judgment
*
*
* Filed on Behalf of: Defendant
*
*
* Counsel of Record for this Party:
* David C. Mason, Esquire
* Sup. Court No. 39180
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

FILED 4cc
01/08/09
JAN 22 2009
Mason
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

vs.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

*
* No. 2008-10727-CD
*
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*

PETITION TO OPEN DEFAULT JUDGMENT
PURSUANT TO PA. R.C.P. 2959

AND NOW comes the Defendant by and through his attorney David C. Mason, Esquire, who files the following Petition to Open Judgment by Default and in support thereof avers as follows:

1. Petitioner is Kenneth McLaughlin, Defendant in the above- named action.
2. The instant action arose as the result of the Defendant's filing of a *pro se* appeal of a judgment of a Magistertial District Judge, said appeal was filed on or before September 15, 2008.
3. Petitioner was the Defendant in the lower Court, and in his appeal, Defendant served upon Plaintiff a Rule to file a complaint.
4. Plaintiff filed the Complaint on or about October 6, 2008. Attached hereto as Exhibit "A" is a true and correct copy of the certified copy of the Complaint served upon the Defendant.
5. The Complaint was served by regular mail, postage prepaid, with no return address visible.

6. The Complaint served upon the Defendant did not contain a Notice to Defend as required by PA. R.C.P. 1018.1.

7. The Notice to Defend is intended to inform a Defendant such as your Petitioner of the need to file a written response, and that failing to do so would subject him to the entry of judgment.

8. The unrepresented Defendant was unaware that he was required to file a written response, or that a judgment could be entered against him for failing to do so.

9. The failure of the Plaintiff to include a Notice to Defend in the form contained in PA. R.C.P. 1018.1 deprived the Defendant of due process of law.

10. The failure of the Plaintiff to include a Notice to Defend in the form contained in PA. R.C.P. 1018.1 violates the Pennsylvania Rules of Civil Procedure and causes harm to the Defendant, which harm is the type of harm sought to be prevented by the requirement of PA. R.C.P. 1018.1.

11. On Saturday, January 17, 2009, the Defendant received a Notice from the Prothonotary that a Judgment had been entered against him on January 12, 2009. Attached as Exhibit "B" is a copy of the Notice of Judgment.

12. Also on January 17, 2009, Defendant received a mangled, torn envelope inside an official envelope from the U. S. Postal Service. The mangled, torn envelope was postmarked December 29, 2008, Williamsburg, Virginia. The U. S. Postal Service envelope is attached as Exhibit "C".

13. The mangled, torn envelope is attached as Exhibit "D".

14. Contained within the mangled, torn envelope is a mangled, torn document. Attached hereto as Exhibit "E" is that mangled and torn document.

15. The document attached as Exhibit "E" purports to be an "Important Notice" required by PA. R.C.P. 237.1(a)(2).

16. Exhibit "E" does not contain the language required by PA. R.C.P. 237.5.

17. A judgment by default may not be entered in the absence of the service of the Important Notice with the language of PA. R.C.P. 237.5, as amended, effective September 1, 2003.

17. Defendant has a meritorious defense to the action, and if permitted to open this judgment is prepared to file an Answer in the form attached hereto as Exhibit "F".

WHEREFORE, your Petitioner prays the court to grant a Rule upon the said Plaintiff to show cause why the Judgment entered the 17th day of January, 2009, should not be opened and the Defendant permitted to make a defense.

MASON LAW OFFICE

By: 

David C. Mason, Esquire
Attorney for Defendant

VERIFICATION

I do hereby verify that the facts set forth in the foregoing **PETITION** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: JAN 22 - 2009

_____

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

OCT 06 2008

10/01/2008

COMPLAINT

Attest.

William A. Brown
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Mark Slye and Matthew Slye
Plaintiff/Appellee

Ken McLaughlin/Rebel Chassis/McLaughlin Enterprises
Defendant/Appellant

:
:
: District Justice Appeal
:
: (Complaint Response to
:
: Appeal from Defendant)
:
: Case No. 08-1727-C.
:
: Type of Pleading:
:
: Complaint

COMPLAINT

Now, comes the Plaintiffs, Mark Slye and Matthew Slye who hereby avers as follows:

1. Mark Slye is an adult individual whose street address is 7625 Beechwood Drive, Lanexa, Virginia 23089. His mailing address is PO Box 876 Toano, Virginia 23168.
2. Matthew Slye is an adult individual whose street address is 7253 Canal Street, Lanexa Virginia 23089.
3. Defendant is Ken McLaughlin of McLaughlin Enterprises/DBA Rebel Chassis. He is an adult individual whose address is 6030 Phillipsburg Bigler Highway, West Decatur, Pennsylvania 16878.
4. On November 12, 2007 Matthew Slye called the Defendant to discuss having him build a car for Matthew Slye after he saw the Defendant's advertisement on the internet.
5. On November 22, 2007 both of the Plaintiffs drove up to Pennsylvania and met the Defendant. The Plaintiffs received an estimate for \$ 4,800 from the Defendant for his services of building a race car. Mark Slye paid the Defendant a \$ 3,000 deposit. The Defendant told the Plaintiffs that the race car would be completed and ready to pick up by the end of January. The Plaintiffs made the Defendant aware that the first practice of the season was March 15, 2008 and the first race was April 5, 2008.
6. From the date of deposit on November 22, 2007 until March 3, 2008 the Plaintiffs maintained contact with Defendant on the status of the race car and how the

EXHIBIT "A"

building process was coming along. During this time period Mark Slye made a trip to Pennsylvania to provide the Defendant with a plastic nose, seat, and a set of 4 tires and rims for the race car. Matt Slye also shipped the defendant a set of 4 shocks and 4 springs during this time.

7. On March 3, 2008 Mark Slye spoke to the Defendant on the phone and voiced his concerns about the process of the race car. Mark Slye asked the Defendant for a refund of his \$ 3,000 deposit because the race car was not completed and it was extremely late. The Defendant told Mark Slye that he would not refund the money and that the car would be ready on March 29, 2008.
8. On March 29, 2008 the Plaintiffs arrived at the Defendants shop expecting to pick up a race car that was to be finished to the agreed upon condition. When the Plaintiffs arrived the chassis was bare with no gas or brake pedal, body, shocks, steering shaft, rear housing or axles, seat, or wheels, and the front firewall was not built to the Plaintiffs request, and the car was not a rolling chassis at all. The Defendant then gave the Plaintiffs a bill for \$5,112 minus their \$3,000 deductible for car that was estimated to be completed at \$4,800. The Plaintiffs were so unsatisfied with the work the Defendant had done that the Plaintiffs left the car at the Defendant's shop to be completed. The Plaintiffs made a list of things to be completed by the Defendant and the Defendant gave the Plaintiffs an estimate of an additional \$750 on top of the \$5,112 that he was already charging the Plaintiffs, and he told the Plaintiffs that if they wanted the body to be hanged on the car that they had to purchase it themselves from another company and ship it to the Defendant. This cost the Plaintiffs an additional \$ 553.
9. On Sunday April 20, 2008 the Defendant drove to Winchester Virginia with the Plaintiffs race car. Matthew Slye met the Defendant in Winchester to pick up the car. Matthew Slye gave the Defendant a certified check for \$ 3,128. This brought the total amount paid by the Plaintiff's to the Defendant to \$ 6, 128.
10. The car was picked up approximately 3 months later than the agreed upon time, because the Defendant did not have the car done on time.
11. Upon picking up the car on April 20, 2008 the Defendant stated that he had not completed working on the Plaintiffs shocks which the Plaintiff bought and provided to the Defendant as well as paid him to redo. The Defendant said that he would be shipping the shocks to the Plaintiff on Tuesday April 22, 2008 along with another portion of a firewall and hood pins. The Plaintiff has never received those things.
12. Upon getting the car home and getting a chance to take measurements of the car the Plaintiffs found that the chassis has approximately a three inch offset. The body was very poorly hung, six inches to the left, the hood is 6" to narrow and will not fit the body of the car. the firewalls were not completed to the Plaintiffs request and

there were multiple small odds and ends that were to be completed by Defendant that were never done. The Plaintiffs found that the car was not in compliance with the rules of Langley Speedway.

13. On April 28, 2008 the Plaintiffs sent a letter by certified mail to the Defendant. The letter explained why the Plaintiffs were not satisfied and requested a complete refund of the car. The Plaintiffs advised the Defendant that if they did not receive a refund they would be filing a law suit.
14. The Defendant then sent a letter to the Plaintiffs in response to their letter. He did not agree to give a full refund.
15. The Plaintiffs then filed a civil complaint with the district court, and sued for the maximum amount allowed of \$ 8,000.
16. On August 15, 2008 a hearing took place and Michael A. Rudella ruled in favor of the Plaintiffs for \$ 4,164. The Docket NO. was CV-0000190-08.
17. On September 18, 2008 the Plaintiffs received notice that the Defendant filed an appeal.
18. As a direct and proximate result of the Defendant's negligence described herein, Plaintiffs have sustained damages as follows:
 - A. Loss of \$ 6,128 for purchase of race car that was not built on time and not built to the specifications needed to be able to race the car at Langley Speedway
 - B. Loss of \$ 667.99 for car body purchased from Rayline and Performance Bodies for race car.
 - C. Loss of \$ 247.44 for shocks and springs purchased and shipped to the Defendant to be placed on the car.
 - D. Loss of \$ 209.11 for gas purchased for trips to PA to meet with the defendant and go to court.
 - E. Loss of \$ 165.68 for purchase of hotel rooms to meet with defendant and go to court.
 - F. Loss of \$ 7,700 for sponsorship money lost because the Plaintiff was not able to race during the 2008 season.
 - G. Costs incurred for legal fees in first court case in the amount of \$ 136.00

WHEREFORE, Plaintiffs demands judgment against Defendant in the amount of \$ 15,254.22, plus interest, court costs and such other reasonable costs as the court may allow.

MARK SLYE

Plaintiff/ Mark Slye

Matthew D. Slys

Plaintiff/ Matthew Slys

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

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

Matthew D. Slys

MARK SLYE

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Mark Slye Matthew Slye

Vs.

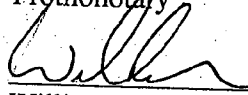
No. 2008-01727-CD

Ken McLaughlin Rebel Chassis

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$15,254.22 on January 12, 2009.

William A. Shaw
Prothonotary


William A. Shaw

DEAR VALUED POSTAL CUSTOMER:

I want to extend my sincere apology as your Postmaster for the enclosed document that was inadvertently damaged in handling by your Postal Service.

We are aware how important your mail is to you. With that in mind, we are forwarding it to you in an expeditious fashion.

The U.S. Postal Service handles over 202 billion pieces of mail each year. While each employee makes a concerted effort to process, without damage, each piece of mail, an occasional mishap does happen.

We are constantly working to improve our processing methods so that these incidents will be eliminated. You can help us greatly in our efforts if you will continue to properly prepare and address each letter or parcel that you enter into the mailstream.

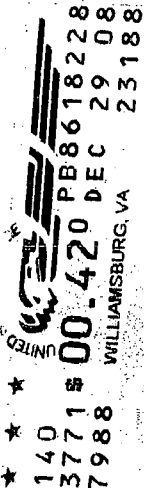
We appreciate your cooperation and understanding and sincerely regret any inconvenience that you have experienced.

YOUR POSTMASTER

M. S. 16

7253 CANAL ST

LANEXA VA 23089



KEN McLAUGHLIN
6030 Phillipsburg Bigler Hwy
West Deatue, PA 15878

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Mark Slye and Matthew Slye

Plaintiff/Appellee

McLaughlin Enterprises

Notice: December 29, 2008

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 THIS 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

Matthew D. Slye
PLAINTIFF

7253 CANAL STREET

LANEVA VA 23089
ADDRESS

EXHIBIT "E"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

vs.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

*
* No. 2008-10727-CD
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*
*
* Type of Case: Judgment
*
* Type of Pleading: Answer Containing New
* Matter
*
* Filed on Behalf of: Defendant
*
*
* Counsel of Record for this Party:
* David C. Mason, Esquire
* Sup. Court No. 39180
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

vs.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

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*

No. 2008-10727-CD

NOTICE TO PLEAD

To: Mark Slye & Matthew Slye

You are hereby notified to file a written response to the enclosed New Matter
within twenty (20) days from service hereof.

MASON LAW OFFICE

By: 

David C. Mason, Esquire
Attorney for Answering Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

VS.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

*
* No. 2008-10727-CD
*

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*

ANSWER CONTAINING NEW MATTER

AND NOW, comes the Defendant, KEN McLAUGHLIN d/b/a REBEL CHASSIS/McLAUGHLIN ENTERPRISES, by and through his Attorney, DAVID C. MASON, ESQUIRE, and files the following Answer to Plaintiffs' Complaint and New Matter:

1 - 5. ADMITTED.

6. ADMITTED IN PART and DENIED IN PART. To the extent the averment of paragraph 6 implies that Plaintiffs timely provided all of the parts and components for the construction of the car, said averment is denied, and strict proof is demanded at the time of trial.

7. ADMITTED IN PART and DENIED IN PART. It is admitted that Defendant and Mark Slye had a telephone conversation on or about March 3, 2008. It is admitted that Mark Slye asked for a return of his \$3,000.00 deposit. Defendant and Plaintiffs agreed upon a delivery date of March 29, 2008, and accordingly, further discussion of a refund of the deposit was neither necessary nor relevant.

8. ADMITTED IN PART and DENIED IN PART. Some of the averments contained in paragraph 8 are true. However, Plaintiffs and Defendant resolved to modify the contract, as stated therein, and the agreement reached worked as a novation, which was concluded in the manner set forth in paragraph 9.

9. ADMITTED.

10. ADMITTED. By way of further answer, Defendant avers that modifications to the car and Plaintiffs' acceptance of the car render the original goal irrelevant with regard to a stated date for delivery.

11. ADMITTED. By way of further answer, please see New Matter.

12. DENIED. The averments contained in paragraph 12 are denied. Plaintiffs examined the car throughout the construction process, approved of the car, and communicated that approval to the Defendant. Defendant is uncertain of what Plaintiffs mean when they claim that the "chassis has approximately a three inch offset", and that averment is denied. It is also denied that "the body was very poorly hung, six inches to the left, the hood is six inches too narrow and will not fit the body of the car," and strict proof of each of these averments is demanded at the time of trial. By way of further answer, please see New Matter. It is denied that "the firewall was not completed to the Plaintiffs' request" and strict thereof is demanded at the time of trial. To the contrary, Plaintiffs knew the state of the firewall, and had requested the same in writing.

13. ADMITTED.

14. ADMITTED. By way of further answer, Defendant responded in writing (copy attached as Exhibit "A").

15. ADMITTED.

16. ADMITTED.

17. ADMITTED.

18. DENIED. The specific elements of Plaintiffs' claim contained in paragraph 18 are denied as stated:

A. It is denied that Plaintiffs have been damaged in the amount of \$6,128.00 for the reasons stated above, and as contained in New Matter. Plaintiffs have possession of a custom-built race car.

B. It is denied that they are out \$6,128.00 as Plaintiffs are in possession of the car body.

C. It is denied that they are out \$6,128.00 as Plaintiffs are in possession of the car body.

D. E. & F. These items are consequential damages which are not recoverable, and were not reasonably foreseeable. As a further answer, the amounts contained in Plaintiffs' Complaint are within the control of Plaintiffs, and Defendant has no way of ascertaining the accuracy or legitimacy of any of the amounts claimed.

G. Defendant denies he has breached any contract and accordingly is not liable to Plaintiffs for their court costs.

NEW MATTER

Paragraphs 1 through 18(G) of Defendant's Answer are incorporated herein by reference as though fully set forth at length.

1. Defendant was sought out by Plaintiffs as a fabricator of a custom-designed and built automobile racing vehicle.

2. Plaintiffs requested and directed Defendant to custom-build the race car with as much "gray area" as possible.

3. Throughout the construction of the vehicle, Plaintiffs monitored the progress of the construction, approved the design decisions and authorized changes to the original contract.

4. Plaintiffs and Defendant originally hoped that the car would be completed by March, however, neither party gave the other a firm completion date.

5. Modifications to the car and to the time for delivery resulted in the delivery of the car to Plaintiffs on April 20, 2008, and Plaintiffs' acceptance of the car on that date.

6. Plaintiffs paid for the car on the date of their acceptance of it on April 20, 2008.

7. Throughout the construction of the race car Plaintiffs had the right and opportunity to inspect the car to ascertain if it met Plaintiffs' requirements.

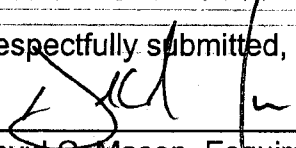
8. It is believed and therefore averred that Plaintiffs did inspect the race car, or having the right to do so, neglected to inspect the race car prior to acceptance of the vehicle.

9. Plaintiffs accepted the vehicle on April 20, 2008.

10. Plaintiffs have no right to revoke their acceptance of the vehicle.

WHEREFORE, Defendant requests your Honorable court that Plaintiffs' Complaint be dismissed and to enter judgment in favor of Defendant and against the Plaintiffs and, to the extent permitted by applicable law, award costs to Defendant.

Respectfully submitted,

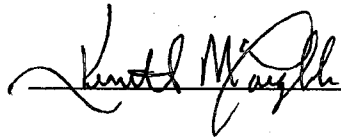


David C. Mason, Esquire
Attorney for Answering Defendant

VERIFICATION

I do hereby verify that the facts set forth in the foregoing **ANSWER** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: 1-22-09

_____

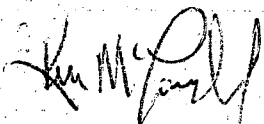
MATT, MARK SLYE
7253 CANAL ST
LANEXA, VA. 23089

AND

7625 BEECHWOOD DRIVE
LANEXA, VA. 23189

VERY SORRY TO HEAR THAT YOU HAVE NOT TAKEN
THE TIME TO BUTTON UP YOUR CAR, WE BIULT YOU A VERY
GOOD PIECE
AS YOU WANTED. TIME FRAME WAS OFF AS WE DISCUSSED
DUE TO SOME CIRCUMSTANCES OUT OF MY CONTROL, THAT
BEING AS IT IS, I FEEL YOU ARE MISSING A GREAT
OPPURTUNITY TO BE A DOMINANT FORCE AT YOUR TRACK,
WHICH WAS THE GOAL ALL ALONG.
I DID NOT RECEIVE ANY CALLS CONCERNING ANY PROBLEMS
YOU MIGHT HAVE BEEN HAVING, WOULD HAVE BEEN MORE
THAN HAPPY TO HELP YOU WITH. WE,VE WORKED HARD ON
THE SHOCK PACKAGE, AND WAS NOT SURE IF YOU WERE
READY FOR THEM, THEN GOT YOU LETTER, WILL SEND OUT
ITEMS AS DISCUSSED ANY WAY. YOUR CAR WAS BIULT TO
YOUR SPECIFIC NEEDS NOT OURS, I WILL BE MORE THAN
HAPPY TO HELP YOU FINISH OR EVEN RESALE THE CAR FOR
YOU.

KEN MCLAUGHLIN
6030 PHILIPSBURG BIGLER HWY
WEST DECATUR, PA 16878



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

vs.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

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* No. 2008-10727-CD
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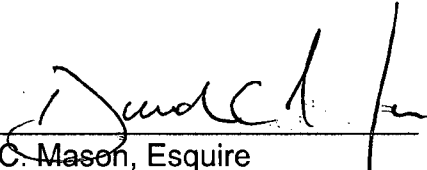
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the PETITION TO OPEN DEFAULT JUDGMENT PURSUANT TO PA. R.C.P. 2959, filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

Mark Slys
P.O. Box 876
Toano, VA 23168

Matthew Slys
7253 Canal Street
Lanexa, VA 23089

DATED: *January 22, 2009*



David C. Mason, Esquire
Attorney for Answering Defendant

FILED

JAN 22 2009

William A. Shaw
Prothonotary/Clerk of Courts

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

vs.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

* No. 2008-¹⁷²⁷~~10727~~-CD

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FILED

JAN 26 2009

0/3:30/4

William A. Shaw

Prothonotary/Clerk of Courts

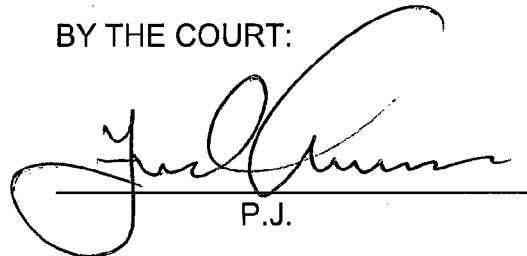
4 cases to file

RULE RETURNABLE

NOW THIS, 25 day of Jan, 2009, upon consideration of the attached Petition, a Rule is hereby issued upon the Plaintiff to Show Cause why the relief requested in said Petition should not be granted and all proceedings to stay meanwhile.

Rule Returnable the 25th day of February, 2009, in Courtroom No. 1, at 2:00 P M., in the Clearfield County Courthouse.

BY THE COURT:


P.J.

FILED

JAN 26 2009

FILED

JAN 26 2009

William A. Shaw
Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 1-26-09

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

VS.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

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* No. 2008-1727-CD
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* Type of Case: Judgment
*
* Type of Pleading: Certificate of Service
*
*
* Filed on Behalf of: Defendant
*
*
* Counsel of Record for this Party:
* David C. Mason, Esquire
* Sup. Court No. 39180
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

S
FILED *no cc*
JAN 30 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

VS:

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

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* No. 2008-1727-CD
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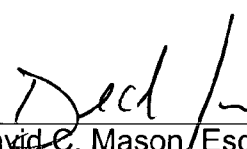
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the RULE RETURNABLE, filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

Mark Slye
P.O. Box 876
Toano, VA 23168

Matthew Slye
7253 Canal Street
Lanexa, VA 23089

DATED: Jan 29, 2009



David C. Mason, Esquire
Attorney for Answering Defendant

FILED

JAN 30 2009

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

Plaintiff

vs.

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

Defendant

*
* 1727
* No. 2008-10727-CD
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* Type of Case: Judgment
*
* Type of Pleading: Answer Containing New
* Matter
*
* Filed on Behalf of: Defendant
*
*
* Counsel of Record for this Party:
* David C. Mason, Esquire
* Sup. Court No. 39180
* P. O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240

FILED ^{no}cc
M/10/30/09
FEB 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

*

* No. 2008-10727-CD

*

Plaintiff

*

*

vs.

*

*

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

*

*

*

Defendant

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NOTICE TO PLEAD

To: Mark Slye & Matthew Slye

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof.

MASON LAW OFFICE

By: 

David C. Mason, Esquire
Attorney for Answering Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

*

* No. 2008-10727-CD

*

Plaintiff

*

*

vs.

*

*

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

*

*

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Defendant

*

ANSWER CONTAINING NEW MATTER

AND NOW, comes the Defendant, KEN McLAUGHLIN d/b/a REBEL CHASSIS/McLAUGHLIN ENTERPRISES, by and through his Attorney, DAVID C. MASON, ESQUIRE, and files the following Answer to Plaintiffs' Complaint and New Matter:

1 - 5. ADMITTED.

6. ADMITTED IN PART and DENIED IN PART. To the extent the averment of paragraph 6 implies that Plaintiffs timely provided all of the parts and components for the construction of the car, said averment is denied, and strict proof is demanded at the time of trial.

7. ADMITTED IN PART and DENIED IN PART. It is admitted that Defendant and Mark Slye had a telephone conversation on or about March 3, 2008. It is admitted that Mark Slye asked for a return of his \$3,000.00 deposit. Defendant and Plaintiffs agreed upon a delivery date of March 29, 2008, and accordingly, further discussion of a refund of the deposit was neither necessary nor relevant.

8. ADMITTED IN PART and DENIED IN PART. Some of the averments contained in paragraph 8 are true. However, Plaintiffs and Defendant resolved to modify the contract, as stated therein, and the agreement reached worked as a novation, which was concluded in the manner set forth in paragraph 9.

9. ADMITTED.

10. ADMITTED. By way of further answer, Defendant avers that modifications to the car and Plaintiffs' acceptance of the car render the original goal irrelevant with regard to a stated date for delivery.

11. ADMITTED. By way of further answer, please see New Matter.

12. DENIED. The averments contained in paragraph 12 are denied. Plaintiffs examined the car throughout the construction process, approved of the car, and communicated that approval to the Defendant. Defendant is uncertain of what Plaintiffs mean when they claim that the "chassis has approximately a three inch offset", and that averment is denied. It is also denied that "the body was very poorly hung, six inches to the left, the hood is six inches too narrow and will not fit the body of the car," and strict proof of each of these averments is demanded at the time of trial. By way of further answer, please see New Matter. It is denied that "the firewall was not completed to the Plaintiffs' request" and strict thereof is demanded at the time of trial. To the contrary, Plaintiffs knew the state of the firewall, and had requested the same in writing.

13. ADMITTED.

14. ADMITTED. By way of further answer, Defendant responded in writing (copy attached as Exhibit "A").

15. ADMITTED.

16. ADMITTED.

17. ADMITTED.

18. DENIED. The specific elements of Plaintiffs' claim contained in paragraph 18 are denied as stated:

A. It is denied that Plaintiffs have been damaged in the amount of \$6,128.00 for the reasons stated above, and as contained in New Matter. Plaintiffs have possession of a custom-built race car.

B. It is denied that they are out \$6,128.00 as Plaintiffs are in possession of the car body.

C. It is denied that they are out \$6,128.00 as Plaintiffs are in possession of the car body.

D. E. & F. These items are consequential damages which are not recoverable, and were not reasonably foreseeable. As a further answer, the amounts contained in Plaintiffs' Complaint are within the control of Plaintiffs, and Defendant has no way of ascertaining the accuracy or legitimacy of any of the amounts claimed.

G. Defendant denies he has breached any contract and accordingly is not liable to Plaintiffs for their court costs.

NEW MATTER

Paragraphs 1 through 18(G) of Defendant's Answer are incorporated herein by reference as though fully set forth at length.

1. Defendant was sought out by Plaintiffs as a fabricator of a custom-designed and built automobile racing vehicle.

2. Plaintiffs requested and directed Defendant to custom-build the race car with as much "gray area" as possible.

3. Throughout the construction of the vehicle, Plaintiffs monitored the progress of the construction, approved the design decisions and authorized changes to the original contract.

4. Plaintiffs and Defendant originally hoped that the car would be completed by March, however, neither party gave the other a firm completion date.

5. Modifications to the car and to the time for delivery resulted in the delivery of the car to Plaintiffs on April 20, 2008, and Plaintiffs' acceptance of the car on that date.

6. Plaintiffs paid for the car on the date of their acceptance of it on April 20, 2008.

7. Throughout the construction of the race car Plaintiffs had the right and opportunity to inspect the car to ascertain if it met Plaintiffs' requirements.

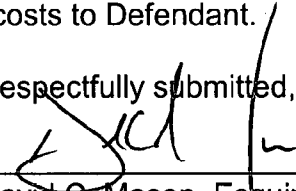
8. It is believed and therefore averred that Plaintiffs did inspect the race car, or having the right to do so, neglected to inspect the race car prior to acceptance of the vehicle.

9. Plaintiffs accepted the vehicle on April 20, 2008.

10. Plaintiffs have no right to revoke their acceptance of the vehicle.

WHEREFORE, Defendant requests your Honorable court that Plaintiffs' Complaint be dismissed and to enter judgment in favor of Defendant and against the Plaintiffs and, to the extent permitted by applicable law, award costs to Defendant.

Respectfully submitted,



David C. Mason, Esquire
Attorney for Answering Defendant

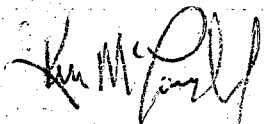
MATT, MARK SLYE
7253 CANAL ST
LANEXA, VA. 23089

AND

7625 BEECHWOOD DRIVE
LANEXA, VA. 23189

VERY SORRY TO HEAR THAT YOU HAVE NOT TAKEN
THE TIME TO BUTTON UP YOUR CAR, WE BIULT YOU A VERY
GOOD PIECE
AS YOU WANTED. TIME FRAME WAS OFF AS WE DISCUSSED
DUE TO SOME CIRCUMSTANCES OUT OF MY CONTROL, THAT
BEING AS IT IS, I FEEL YOU ARE MISSING A GREAT
OPPURTUNITY TO BE A DOMINANT FORCE AT YOUR TRACK,
WHICH WAS THE GOAL ALL ALONG.
I DID NOT RECEIVE ANY CALLS CONCERNING ANY PROBLEMS
YOU MIGHT HAVE BEEN HAVING, WOULD HAVE BEEN MORE
THAN HAPPY TO HELP YOU WITH. WE,VE WORKED HARD ON
THE SHOCK PACKAGE, AND WAS NOT SURE IF YOU WERE
READY FOR THEM, THEN GOT YOU LETTER, WILL SEND OUT
ITEMS AS DISCUSSED ANY WAY. YOUR CAR WAS BIULT TO
YOUR SPECIFIC NEEDS NOT OURS, I WILL BE MORE THAN
HAPPY TO HELP YOU FINISH OR EVEN RESALE THE CAR FOR
YOU.

KEN MCLAUGHLIN
6030 PHILIPSBURG BIGLER HWY
WEST DECATUR, PA 16878



Ex. "A"

VERIFICATION

I do hereby verify that the facts set forth in the foregoing **ANSWER** are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED:

1-22-09



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA..

CIVIL ACTION - LAW

MARK SLYE and MATTHEW SLYE

*

* No. 2008-10727-CD

*

Plaintiff

*

*

vs.

*

*

KEN McLAUGHLIN, REBEL CHASSIS,
McLAUGHLIN ENTERPRISES

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Defendant

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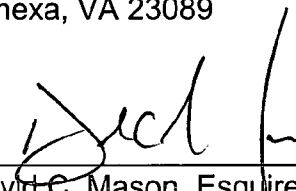
CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, do hereby certify that I served a true and correct copy of the DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT CONTAINING NEW MATTER, filed in the above captioned action on the following by depositing the same in the U. S. Mail, postage prepaid and addressed as follows:

Mark Slye
P.O. Box 876
Toano, VA 23168

Matthew Slye
7253 Canal Street
Lanexa, VA 23089

DATED: ~~1-22-9~~
2/26/9



David C. Mason, Esquire
Attorney for Answering Defendant

CP

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

MARK SLYE AND MATTHEW SLYE }
VS } NO. 08-1727-CD
KEN MCLAUGHLIN, REBEL }
CHASSIS MCLAUGHLIN }
ENTERPRISES }

O R D E R

NOW, this 25th day of February, 2009, in consideration of the Defendant's Petition to Open or Strike Complaint, and with the Court having determined that a Notice to Defend as required by Pennsylvania Rule of Civil Procedure 1018.1 was not attached to the Complaint, it is the ORDER of this Court that the judgment entered in the above-captioned action be and is hereby OPENED. The Defendant Kenneth McLaughlin, Rebel Chassis and McLaughlin Enterprises shall file an appropriate responsive pleading to the complaint previously served within no more than Twenty (20) Days from this date.

5
FILED
03:32 PM
FEB 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

2cc PAF - PO Box 876
Toano, VA 23168

2cc Atty Mason @

BY THE COURT,



President Judge

FILED

FEB 27 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 2/27/09

☐ You are responsible for serving all appropriate parties.

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

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

☐ Defendant(s) ☒ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

Mark Slye and Matthew Slye

Plaintiff/Appellee

Ken McLaughlin/Rebel Chassis/
McLaughlin Enterprises

Defendant/Appellant

:

: No. 2008-1727 -CD

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: Type of Case: Judgment

:

: Type of Pleading: Reply to New Matter

:

: Filed on Behalf of: Plaintiff

FILED

MAR 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

Mark Slye and Matthew Slye

Plaintiff/Appellee

Ken McLaughlin/Rebel Chassis/

McLaughlin Enterprises

Defendant/Appellant

:

: No. 2008-1727 -CD

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: Type of Case: Judgment

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: Type of Pleading: Reply to New Matter

:

: Filed on Behalf of: Plaintiff

FILED

MAR 12 2009

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

Mark Slye and Matthew Slye

:

: No. 2008-1727 -CD

Plaintiff/Appellee

:

:

:

Ken McLaughlin/Rebel Chassis/

:

McLaughlin Enterprises

:

:

Defendant/Appellant

:

REPLY TO NEW MATTER

AND NOW, comes the plaintiffs, Mark Slye and Matthew Slye, and files the following reply to the Defendants' New Matter.

1. ADMITTED.
2. ADMITTED IN PART and DENIED IN PART. It is admitted that the Plaintiffs requested that the Defendant build them a race car, and that both parties discussed "gray area." It is denied that the Plaintiffs requested that the Defendant build the car with "as much gray area as possible." It is also denied that the car was built using "gray area" as the car was built with a blatant disregard for the rule book which the Defendant had a copy of.
3. DENIED. The averments contained in paragraph 3 are denied. The plaintiffs live in Lanexa, VA and the race car was being built by the Defendant in Clearfield County, PA. The approximate travel time by car from Lanexa, VA to Clearfield, PA is six hours. From the date of November 22, 2007, which is the first time the Plaintiffs drove to Pennsylvania to meet the Defendant, until the date of March 29, 2008, which is the date the Plaintiffs drove to Pennsylvania hoping to pick a race car but rejected the car, Mark Slye stopped to see the Defendant once and Matt Slye never saw the Defendant or the progress of the race car.

Also, due to the distance, the Plaintiffs attempted to keep track of the progress of the race car by attempting to contact the Defendant by phone. However, the Defendant was very hard to get in touch with and would not answer his phone for weeks. From January 1, 2008 until April 20, 2008 Matt Slye (Plaintiff) called the Defendant by phone 61 times. Of those 61 times the Defendant only answered eight of those calls. This made it extremely hard for the Plaintiffs to monitor the progress or approve design decisions.

4. DENIED. The averments contained in paragraph 4 are denied. The Plaintiffs had never planned for the car to be finished by March of 2008. The Plaintiffs provided the Defendant with a racing schedule and made the Defendant aware that they expected to pick up the race car by the end of January of 2008. The first practice of the season was March 15, 2008 and the first race was April 5, 2008. The Defendant was aware of these dates and wrote both of these dates on top of the original invoice that he wrote for the construction of the Plaintiffs race car on November 22, 2007.

The agreement was that the Defendant was to construct a "rolling chassis," which means that when the Plaintiffs received the car they still had to install an engine, transmission, and many other miscellaneous parts. In order for the Plaintiffs to be able to have the race car "race ready" for the first practice on March 15, 2008 they would have had to pick the car up from the Defendant by the end of January. The Defendant was aware of that and made a verbal agreement with the Plaintiffs to have the car ready by then.

The Defendant sent a letter to the Plaintiffs in May of 2008 admitting that the "time frame was off."

In a District Court Hearing on August 15, 2008 the Defendant admitted that he did not complete the car on time and told the Honorable Michael A. Rudella that the reason he did not complete the car on time was because he had a surgery that kept him from being able to work on the car. The Defendant did not make the Plaintiffs aware of any surgery and the Plaintiffs heard about this for the first time when the Defendant told Mr. Rudella.

5. DENIED. The averments contained in paragraph 5 are denied. The delivery of the car on April 20, 2008 had nothing to do with modifications to the race car and everything to do with the Defendant not completing the race car by the agreed upon deadline.

On March 29, 2008 the Plaintiffs arrived at the Defendants shop expecting to pick up a race car that was to be finished to the agreed upon condition. When the Plaintiffs arrived the chassis was bare with no gas or brake pedal, body, shocks, steering shaft, rear housing or axles, seat, or wheels, and the front firewall was not built to the Plaintiffs request, and the car was not a rolling chassis at all. The Defendant then gave

the Plaintiffs a bill for \$5,112 minus their \$3,000 deductible for car that was estimated to be completed at \$4,800. The Plaintiffs were so unsatisfied with the work the Defendant had done that the Plaintiffs left the car at the Defendant's shop to be completed. The Plaintiffs made a list of things to be completed by the Defendant and the Defendant gave the Plaintiffs an estimate of an additional \$750 on top of the \$5,112 that he was already charging the Plaintiffs, and he told the Plaintiffs that if they wanted the body to be hanged on the car that they had to purchase it themselves from another company and ship it to the Defendant despite the fact that the original agreement was that Defendant would make the body. This cost the Plaintiffs an additional \$ 553. The "modifications" that the Defendant is referencing are in fact not modifications but items that the Plaintiffs originally requested the Defendant to complete and they were not done on March 29, 2008.

6. ADMITTED.
7. DENIED. The averments contained in paragraph 7 are denied. As mentioned in the response in paragraph 3 of the Defendants New Matter the Defendant was extremely hard to get in touch with and was building the race car six hours away from the Plaintiffs. The Plaintiffs made several attempts to contact the Defendant and set up a time and date for them to come to Pennsylvania to see the construction of the car. The Defendant would not answer the Plaintiffs phone calls and on several occasions told the Plaintiffs that he was not going to be in town because he was working with a Pro Cup racing team at race tracks in other states. It is because of these reasons that the Plaintiffs did not have the opportunity to inspect the car throughout the construction
8. DENIED. The averments contained in Paragraph 8 are denied. As mentioned in response to paragraph 7 of the Defendants New Matter the Plaintiffs ability to inspect the car throughout construction was very limited. The only time the race car was inspected during the construction process was on March 29, 2008 and the Plaintiffs rejected the acceptance of the car. On April 20, 2008 the Plaintiff and Defendant met at a gas station in Winchester, VA. It was raining and very cold. The Defendant had the race car covered with a tarp to attempt to keep it dry. The Plaintiffs were not able get a good opportunity to look at the car until they got it back to their garage in Lanexa, VA. Despite not being able to really look the car over on this day Matt Slye, one of the Plaintiffs, asked the Defendant why the body was hung so far to the left and the Defendant told him that everything was fine and that was just the way the body looked. The entire meeting on April 20,2008 took less than 15 minutes.

9. ADMITTED.

10. DENIED. The averments contained in Paragraph 10 are denied. The Plaintiffs did not have the opportunity to complete a full inspection of the race car until they got the race car back to their shop in Lanexa, VA. Upon completing an inspection the Plaintiffs found that the chassis has approximately a three inch offset. The body was very poorly hung, six inches to the left, the hood is 6" too narrow and will not fit the body of the car. The firewalls were not completed to the Plaintiffs request and there were multiple small odds and ends that were to be completed by Defendant that were never done. The Plaintiffs found that the car was not in compliance with the rules of Langley Speedway.

WHEREFORE, The Plaintiffs requests your Honorable court to enter judgment in favor of the Plaintiffs in the amount of \$15,254.22, plus interest, court costs and such other reasonable costs as the court may allow.

VERIFICATION

I do hereby verify that the statements made in this REPLY TO NEW MATTER are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. Section 4904 relating to Unsworn Falsification to Authorities.

Date: 3/9/09

Matthew D. Sipe

Date: 3/9/09

Mark Sipe

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION-LAW

Mark Slye and Matthew Slye

:

: No. 2008-1727 -CD

Plaintiff/Appellee

:

:

:

Ken McLaughlin/Rebel Chassis/

:

McLaughlin Enterprises

:

:

Defendant/Appellant

:

NOTICE TO PLEAD

To: David C. Mason and Ken McLaughlin

You are hereby notified to file a written response to the enclosed REPLY TO NEW MATTER within twenty (20) days of service hereof.

A handwritten signature in cursive script, appearing to read "Matt Slye", is written over a horizontal line.

Matt Slye/Plaintiff

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA

Civil Action-Law

Mark Slye and Matthew Slye

Plaintiff/Appellee

District Justice Appeal
Case No. 08-1727-C.D.

Ken McLaughlin/Rebel Chassis/McLaughlin Enterprises

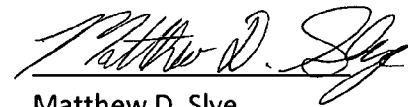
Defendant/Appellant

CERTIFICATE OF SERVICE

I, Matthew Slye, Plaintiff above named, do hereby certify that on the 20th day of March, 2009 I caused a certified copy of the REPLY TO NEW MATTER mailed, first class-postage prepaid, to the Defendants Attorney David C. Mason at his address:

Mason Law Office
David C. Mason
P.O. Box 28
West Decatur, PA 16878

Dated: 3/20/09


Matthew D. Slye

⁵
FILED NO CC
m 110:53304
MAR 23 2009
William A. Shaw
Prothonotary/Clerk of Courts