

08-2325-CD

Arthur Minds vs Machipongo Land & Coal

## COMMONWEALTH OF PENNSYLVANIA

## COURT OF COMMON PLEAS

46-3-04

Judicial District, County Of

Clearfield

## NOTICE OF APPEAL

FROM

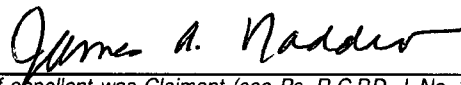
MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No.

08-2325-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 <b>Machipongo Land &amp; Coal Company</b>		MAG. DIST. NO. <b>46-3-04</b>	NAME OF MDJ <b>James L. Hawkins</b>
ADDRESS OF APPELLANT <b>8324 Janesville Pike, PO Box 295, Smithmill, PA 16680</b>		CITY	STATE ZIP CODE
DATE OF JUDGMENT <b>11/21/08</b>	IN THE CASE OF (Plaintiff) <b>Arthur J. Minds v. Machipongo Land &amp; Coal Company</b> (Defendant)		
DOCKET No. <b>CV-0000125-08</b>	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 		
This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.	
_____ Signature of Prothonotary or Deputy			

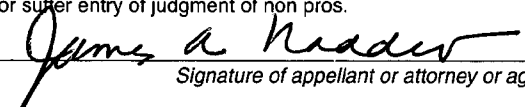
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

## PRAECIPE: To Prothonotary

Enter rule upon Arthur J. Minds appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 08-2325-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 Arthur J. Minds appellee(s)  
Name of appellee(s)

## OWNER

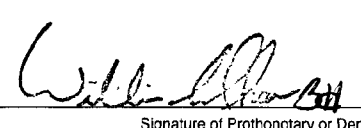
(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(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 12/4/2008

**FILED**  
Any Naddo pd. 95.00  
010:5267  
DEC 04 2008  
Copies to:  
Any Naddo  
AFF  
William A. Shaw  
Prothonotary/Clerk of Courts

  
Signature of Prothonotary or Deputy

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

Mrs Hawkins

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## 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 or  
(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

## COURT OF COMMON PLEAS

46-3-04

Judicial District, County Of

Clearfield

## NOTICE OF APPEAL

FROM

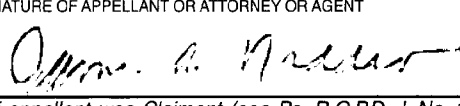
MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No.

08-2325-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 Hochmango Land & Coal Company		MAG. DIST. NO. 46-3-04	NAME OF MDJ James L. Harkin	
ADDRESS OF APPELLANT 8324 Juncosville Rd, PO Box 295, Litchfield, PA 15680		CITY	STATE	ZIP CODE
DATE OF JUDGMENT 11/21/03	IN THE CASE OF (Plaintiff) (Defendant) Arthur J. Inda v. Hochmango Land & Coal Company			
DOCKET No. CV-0000125-03	SIGNATURE OF APPELLANT OR ATTORNEY OR AGENT 			
This block will be signed ONLY when this notation is required under Pa. R.C.P.D. J. No. 1008B. This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.		If appellant was Claimant (see Pa. R.C.P.D. J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.		
_____ Signature of Prothonotary or Deputy				

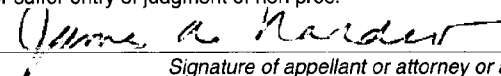
## PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

## PRAECIPE: To Prothonotary

Enter rule upon Arthur J. Inda appellee(s), to file a complaint in this appeal  
Name of appellee(s)

(Common Pleas No. 08-2325-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 Arthur J. Inda 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 12/1/03, 2003

  
Signature of Prothonotary or Deputy

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



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:	<b>46-3-04</b>
MDJ Name: Hon.	<b>JAMES L. HAWKINS</b>
Address:	<b>251 SPRING ST PO BOX 362 HOUTZDALE, PA</b>
Telephone: (814) 378-7160	<b>16651-0362</b>

**MACHIPONGO LAND & COAL COMPANY**  
**8324 JANESVILLE PIKE**  
**PO BOX 295**  
**SMITHMILL, PA 16680**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: **MINDS, ARTHUR J** NAME and ADDRESS  
**260 S. LOS ROBLES AV APT/STE 331**  
**PASADENA, CA 91101**

VS.  
 DEFENDANT: **MACHIPONGO LAND & COAL COMPANY** NAME and ADDRESS  
**8324 JANESVILLE PIKE**  
**PO BOX 295**  
**SMITHMILL, PA 16680**

Docket No.: **CV-0000125-08**  
 Date Filed: **10/03/08**

**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **11/21/08**

<input checked="" type="checkbox"/> Judgment was entered for: (Name) <b>MINDS, ARTHUR J</b>	Amount of Judgment \$ <b>1,027.28</b> Judgment Costs \$ <b>79.00</b> Interest on Judgment \$ <b>.00</b> Attorney Fees \$ <b>.00</b> <b>Total \$ 1,106.28</b> Post Judgment Credits \$ Post Judgment Costs \$ <b>Certified Judgment Total \$</b>
<input checked="" type="checkbox"/> Judgment was entered against: (Name) <b>MACHIPONGO LAND &amp; COAL COMPANY</b> in the amount of \$ <b>1,106.28</b>	
<input type="checkbox"/> Defendants are jointly and severally liable.	
<input type="checkbox"/> Damages will be assessed on Date & Time _____	
<input type="checkbox"/> This case dismissed without prejudice.	
<input type="checkbox"/> Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ _____	
<input type="checkbox"/> Portion of Judgment for physical damages arising out of residential lease \$ _____	

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.

11-21-08 Date James L. Hawkins 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: **11/21/08 10:55:00 AM**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-04**  
MDJ Name: Hon.  
**JAMES L. HAWKINS**  
Address: **251 SPRING ST**  
**PO BOX 362**  
**HOUTZDALE, PA**  
Telephone: **(814) 378-7160** **16651-0362**

**JAMES L. HAWKINS**  
**251 SPRING ST**  
**PO BOX 362**  
**HOUTZDALE, PA 16651-0362**

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS  
**MINDS, ARTHUR J**  
**260 S. LOS ROBLES AV APT/STE 331**  
**PASADENA, CA 91101**

VS.  
DEFENDANT: NAME and ADDRESS  
**MACHIPONGO LAND & COAL COMPANY**  
**8324 JANESVILLE PIKE**  
**PO BOX 295**  
**SMITHMILL, PA 16680**

Docket No.: **CV-0000125-08**  
Date Filed: **10/03/08**



**THIS IS TO NOTIFY YOU THAT:**

Judgment: **DEFAULT JUDGMENT PLTF** (Date of Judgment) **11/21/08**

☒ Judgment was entered for: (Name) **MINDS, ARTHUR J**

☒ Judgment was entered against: (Name) **MACHIPONGO LAND & COAL COMPANY**  
in the amount of \$ **1,106.28**

☐ Defendants are jointly and severally liable.

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

☐ This case dismissed without prejudice.

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

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

Amount of Judgment	\$ <b>1,027.28</b>
Judgment Costs	\$ <b>79.00</b>
Interest on Judgment	\$ <b>.00</b>
Attorney Fees	\$ <b>.00</b>
<b>Total</b>	<b>\$ 1,106.28</b>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b>	<b>\$ _____</b>

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

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**FILED**

**DEC 10 2008** (60)

*mt 10:20/08*

William A. Shaw  
Prothonotary/Clerk of Courts

**11-21-08** Date *James L. Hawkins*, Magisterial District Judge

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

**12-9-08** Date *James L. Hawkins*, Magisterial District Judge

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

SEAL

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

DEC 24 2008

6/11/20 (w)  
William A. Shaw  
Prothonotary/Clerk of Courts

2 chg to  
Plff.

Arthur J. Minds, an  
individual

(Plaintiff)

260 S Los Robles Ave.  
Suite 331

(Street Address)

Pasadena, CA 91101

(City, State ZIP)

VS.

Machipongo Land & Coal  
Company, a Pennsylvania  
corporation

(Defendant)

8324 Janesville Pike,  
PO Box 295

(Street Address)

Smithmill, PA 16680

(City, State ZIP)

CIVIL ACTION

No. 08-2325-CD

Type of Case: Contract, Implied  
Contract, Quantum Meruit, Unjust  
Enrichment, Fraud

Type of Pleading: Complaint

Filed on Behalf of:

Arthur J. Minds

(Plaintiff/~~Defendant~~)

Arthur J. Minds, Plaintiff  
(Filed by)

243 Short Street  
PO Box 95  
Ramey, PA 16671  
(Address)

(310) 994-2010 / Fax (626) 792-2478  
(Phone)

(Signature)

**COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

<b>Arthur J. Minds, an individual</b> Plaintiff,  vs. <b>Machipongo Land &amp; Coal Company,</b> <b>a Pennsylvania corporation</b>  Defendant	}	Case No.: <b>08-2325-CD</b>  CIVIL COMPLAINT FOR (1) BREACH OF CONTRACT, (2) IMPLIED CONTRACT, (3) QUANTUM MERUIT, (4) UNJUST ENRICHMENT, (5) FRAUD
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**Notice**

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

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

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

*COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 88-89*

1 Arthur J. Minds, Plaintiff  
2 260 S Los Robles Ave Ste 331  
3 Pasadena, CA 91101  
4 Telephone (626) 792-2477  
5 Mobile (310) 994-2010  
6 Facsimile (626) 792-2478  
7 Email: art.minds@artminds.com

8 Local address:  
9 243 Short Street  
10 PO Box 95  
11 Ramey, PA 16671

12 COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
13 PENNSYLVANIA

14 Arthur J. Minds, an individual )

15 Plaintiff, )

16 vs. )

17 Machipongo Land & Coal Company, )

18 a Pennsylvania corporation )

19 Defendant )

Case No.: 08-2325-CD

CIVIL COMPLAINT FOR (1) BREACH  
OF CONTRACT, (2) IMPLIED  
CONTRACT, (3) QUANTUM MERUIT,  
(4) UNJUST ENRICHMENT, (5)  
FRAUD

20 Comes now the Plaintiff, Arthur J. Minds, and alleges and  
21 complains as follows:

22 I. THE PARTIES AND JURISDICTION

23 1. Plaintiff is a resident of Pasadena, California and is  
24 self-employed as a consultant providing services to construction

1 companies and real estate developers and owners in regard to  
2 accounting and management information systems.

3 2. Additionally, Plaintiff is a shareholder of 3.9% of the  
4 shares issued and outstanding in Defendant corporation, and  
5 currently a Director of Defendant corporation, having been  
6 elected at the Annual Meeting of Shareholders held May 10, 2008.

7 3. Defendant is a for-profit business corporation organized  
8 under the Business and Corporation Laws of the Commonwealth of  
9 Pennsylvania in 1952, having a registered address located in  
10 Clearfield County at 8324 Janesville Pike, PO Box 295,  
11 Smithmill, PA 16680.

12 4. Defendant corporation is a real estate holding company,  
13 with ownership of approximately 500+ acres of non-contiguous  
14 real estate in southeastern Clearfield County, Pennsylvania  
15 consisting of vacant residential lots, acreage with timber,  
16 coal, gas and mineral rights, and approximately 285 additional  
17 acres of coal and/or mineral rights without surface ownership.  
18 All property is located within the boundaries of either  
19 Houtzdale Borough, Brisbin Borough, or Woodward Township.

## 20 **II. FACTS**

21 5. Defendant corporation has 31 shareholders, 320 shares  
22 outstanding, including fractional shares, is subject to  
23 cumulative voting, has no employees, has no paid staff, has no  
24 support personnel, and has no functioning business office or  
25 defined place of business in the traditional sense, and relies  
26 solely on uncompensated Directors and Officers for corporate  
27 administration and management, the majority of which have no  
28 experience in corporate administration, management, real estate,  
29 contract negotiations, and whom have no access to a business  
30 office with necessary supporting services or equipment with  
31 which to fulfill the necessary and concomitant administrative  
32 duties that are imposed on corporate Directors and Officers.

1        5. Director and President Ray Pursley and Asst. Secretary  
2 Judith Pursley resigned their positions in January 2008,  
3 followed within one week by the joint resignations of Directors  
4 Julia Anne Gaskill, Martin Shimmel and Judith Geraci, leaving  
5 three remaining Directors: Patricia Tomanio, Carol Minds Pataky  
6 (Plaintiff's sister) and Julia Anne Nestlerode.

7        6. Defendant corporation's surviving Board of Directors  
8 subsequently appointed J. Arthur Minds to fill one Director  
9 vacancy, and elected/appointed Patricia Tomanio as President, J.  
10 Arthur Minds as Vice President, Carol Minds Pataky as Secretary,  
11 and Julia Anne Nestlerode as Treasurer.

12        7. The sudden resignations of Directors and Officers was  
13 attributed by one of more Directors, Officers and/or  
14 Shareholders to Plaintiff's efforts, as a Shareholder, to bring  
15 openness and transparency to the management of the assets of  
16 Defendant corporation. Plaintiff's informal and formal discovery  
17 activities from October through December 2007 revealed that  
18 then-President Ray Pursley had entered into agreements for sale  
19 of coal in place without solicitation of bids and without Board  
20 approval as required by corporate Bylaws. The improper nature of  
21 this transaction was subsequently confirmed by a legal opinion  
22 letter from Defendant's counsel James Naddeo as an "ultra vires"  
23 act. Plaintiff's discovery efforts also revealed the sale of  
24 standing timber (stumpage) without the supervision of a  
25 professional forester and without a public bidding process. A  
26 review of the Directors meeting minutes from the prior four  
27 years revealed a total failure of the Board of Directors to  
28 exercise proper oversight of the actions of Officers, and a  
29 meandering attention to various and miscellaneous matters and  
30 showing a total lack of focus on or attention to shareholder  
31 value, or return on investment of the assets held by the  
32 corporation.

1 8. Plaintiff's discovery efforts in the fall of 2007 as  
2 Shareholder and also as agent for Director Carol Minds Pataky  
3 further revealed that Defendant's four prior Annual Meetings of  
4 Shareholders were conducted by then-President Ray Pursley  
5 informally and without regard to administrative attention to  
6 details of cumulative voting, fair rules of conduct of the  
7 meeting, and without proper documentation in corporate files of  
8 compliance with cumulative voting rights. Additionally, the  
9 corporation had failed to issue financial statements for the  
10 prior four years, and there was no accounting system in place  
11 nor any apparent deference given to management of the  
12 corporation's real estate as a financial asset.

13 9. Plaintiff's advice, consultation, and administrative  
14 support was sought by the then-remaining current Directors and  
15 Officers Patricia Tomanio, Carol Minds Pataky, Julia Anne  
16 Nestlerode, and J. Arthur Minds in support of the administrative  
17 duties of Defendant's Board of Directors and for assistance and  
18 guidance with the preparation, organization and conduct of the  
19 upcoming Annual Meeting of Shareholders to be held in May 2008,  
20 which was anticipated to be highly contentious and  
21 administratively complicated by the requirement of cumulative  
22 voting with 31 shareholders, many with fractional share  
23 ownership, and anticipated multiple resolutions and Bylaw  
24 amendments, and qualifications of Director candidates.

25 10. The Board of Directors wished to conduct a well-  
26 organized and efficient Annual Meeting in May 2008, considering  
27 the recent upheaval in management and acrimony among certain  
28 Shareholders and resigning Directors.

29 11. Defendant's Board of Directors, and specifically  
30 President Patricia Tomanio acting within her authority as  
31 President, requested Plaintiff to provide administrative support  
32 services to the Board of Directors during the period from



1 January 2007 through the Annual Shareholders Meeting scheduled  
2 for May 10, 2008. Plaintiff agreed to provide such support  
3 services without a fee for Plaintiff's time and expertise,  
4 subject to the usual and customary obligation for reimbursement  
5 of reasonable and necessary out-of-pocket expenses incurred on  
6 behalf of Defendant, and reimbursement of expenses advanced on  
7 behalf of Defendant.

8 12. Defendant corporation engaged Plaintiff's services in  
9 reliance upon the following facts and circumstances, among  
10 others: (a) Plaintiff's shareholder efforts to bring openness  
11 and transparency to the previous management was attributed by  
12 one or more Directors as the reason for the mass resignation of  
13 three Directors and one officer; (b) Plaintiff's research into  
14 what appeared to be malfeasance on the part of previous  
15 Directors and Officers of Defendant over the past four years;  
16 (c) Plaintiff's substantial education as an accountant and  
17 attorney; (d) Plaintiff's status as a licensed California real  
18 estate broker; (e) Plaintiff's substantial experience and  
19 expertise in real estate management; (f) Plaintiff's experience  
20 and expertise with corporate administration and management; (g)  
21 Plaintiff's familiarity with and experience in financial  
22 reporting; (h) Plaintiff's ability to provide administrative  
23 support service through Plaintiff's business office; and (i) the  
24 complete and total absence of a business office and support  
25 personnel with the capabilities to manage the transition from  
26 corporate management in disarray through the upcoming Annual  
27 Meeting of Shareholders.

28 13. Plaintiff's education and experience relied upon by  
29 Defendant's Directors and Officers included, among other things:

- 30 a) Bachelor of Science degree in Accounting *with distinction*  
31 awarded by The Pennsylvania State University in December  
32 1971.

- 1 b) Employment as a staff accountant by Arthur Andersen &  
2 Company during and following his education at Penn State.  
3 c) *Juris Doctor* degree awarded by Duke University School of  
4 Law in June 1976.  
5 d) License to practice law issued by The Supreme Court of  
6 Colorado in 1976 (Colorado Attorney Registration No.  
7 7654), maintained as "inactive" since approximately 1981.  
8 e) Experience in the practice of law in Boulder, Colorado  
9 from 1976 through 1979.  
10 f) Cofounder of a Colorado for-profit corporation known as  
11 "Condo-Management Concepts, Inc." with a business office  
12 in Boulder, Colorado for the purpose of offering  
13 consulting, financial management, property management,  
14 and corporate administrative services to condominium  
15 homeowners' associations and real estate developers.  
16 g) Expertise and contribution to the clients of Condo-  
17 Management Concepts for five years primarily in the areas  
18 of contract negotiation and administrative requirements  
19 of operating a corporation, including organization,  
20 conduct and subsequent documentation of effective,  
21 efficient and legally called and constituted Annual  
22 Meetings of Members for the purposes of electing  
23 Directors and other matters which properly come before  
24 such a meeting, and organization, conduct and subsequent  
25 documentation of effective meetings and actions of the  
26 elected Board of Directors, including compliance with  
27 requirements for notice, quorum, and fairly conducted  
28 meetings and elections.  
29 h) Continuous holder of a valid California Real Estate  
30 Broker License for 22 years since December 1986.  
31 i) Employment by two major successful commercial real estate  
32 developers based in Southern California as a Vice

1 President of Operations for properties located in  
2 Baltimore, Akron, Lincoln, Omaha and Los Angeles and as  
3 an Asset Manager for commercial properties located in the  
4 greater Los Angeles area.

5 14. The Directors and Officers of Defendant corporation  
6 have a long history of reimbursing out-of-pocket expenses or  
7 expenses advanced on behalf of the corporation, and Plaintiff  
8 had no reason to believe that reimbursement requests would be  
9 denied or opposed by President Tomanio, or that advance approval  
10 of every out-of-pocket expenditure was required, in that no  
11 objection was made when costs of various items were discussed.

12 15. Periodically during performance of Plaintiff's  
13 consulting and support services, costs of various items or  
14 corporate administrative support materials were mentioned in  
15 oral and electronic communications to Directors and Officers, or  
16 Directors or Officers were present with Plaintiff at the time  
17 such out-of-pocket expenses were incurred. Over sixty email  
18 communications between and among Plaintiff and Defendant  
19 Directors and Officers, specifically including President Tomanio  
20 are documented during the period between January 2008 through  
21 the date of the Annual Meeting, along with numerous  
22 teleconferences and individual two-party telephone  
23 conversations.

24 16. At no time did any Director or Officer advise Plaintiff  
25 that expenses advanced on behalf of the corporation would  
26 require advance approval, or that Defendant was expected to fund  
27 ordinary and necessary administrative expenses of the  
28 corporation as part of his services.

29 17. Plaintiff incurred expenses on behalf of and for the  
30 exclusive benefit of Defendant corporation for supplies,  
31 postage, copies, maps, deeds, reference manuals furnished to all  
32 Directors and Director candidates, reference publications on

1 parliamentary procedure, membership fees for online corporate  
2 meeting minutes service, lunch for Shareholders in attendance at  
3 the annual meeting, one working dinner with the representative  
4 of the electronic vote tabulating service the evening prior to  
5 the Annual Meeting, and one night hotel accommodations at the  
6 location of the Annual Meeting required by late evening and  
7 early morning preparation activities for the Annual meeting.

8 18. During the period from January 23 through May 10, 2008  
9 Plaintiff incurred out-of-pocket expenses on behalf of and for  
10 the sole benefit of Defendant corporation in the amount of  
11 \$1,027.28, and furnished Defendant with an itemized invoice  
12 along with copies of all expense receipts on June 25, 2008.

13 19. Defendant subsequently tendered Plaintiff a check in  
14 the amount of \$34.70, authorized by President Tomanio, as  
15 reimbursement for the lunch provided to the Shareholders at the  
16 Annual Meeting, subject to the condition that such payment was  
17 in full satisfaction for Plaintiff's expense invoice. Plaintiff  
18 rejected said payment and the terms attached thereto.

### 19 20 **III. FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT**

21 20. Plaintiff realleges and incorporates by reference each  
22 and every allegation contained in paragraphs one through  
23 nineteen above.

24 21. In January 2008 Plaintiff and Defendant entered into an  
25 oral agreement for ongoing consulting and administrative support  
26 services to be rendered by Plaintiff to Defendant corporation  
27 and it's Directors and Officers.

28 22. Although Plaintiff agreed to render services without a  
29 fee for time, services or expertise, Plaintiff at no time agreed  
30 to fund Defendant's normal operational or administrative  
31 expenses and overhead.

1       22. Plaintiff incurred documented out-of-pocket expenses,  
2 and Defendant became indebted to Plaintiff as a result of the  
3 contract with Defendant in the amount of \$1,027.28.

4       23. Plaintiff delivered to Defendant's treasurer an  
5 itemized invoice with accompanying copies of receipts setting  
6 forth Plaintiff's out-of-pocket expenses. Defendant has  
7 specifically refused to remit payment to Plaintiff by letter  
8 signed by Director Geraci purportedly acting in the capacity of  
9 Corporate secretary.

10  
11               **IV. SECOND CAUSE OF ACTION FOR IMPLIED CONTRACT**

12       24. Plaintiff re-alleges and incorporates by reference each  
13 and every allegation contained in paragraphs one through  
14 nineteen above.

15       25. Between January 23 and May 10, 2008 Plaintiff provided  
16 consulting and administrative support services to Defendant  
17 corporation and its Directors and Officers at the specific  
18 direction or implicit authorization of Defendant's Directors  
19 and/or Officers.

20       26. At no time did Plaintiff offer to fund Defendant  
21 corporation's administrative expenses or overhead, or in way  
22 indicate to any Director or Officer that Plaintiff intended to  
23 contribute capital to the corporation.

24       27. In performance of Plaintiff's consulting and  
25 administrative support activities for Defendant, its Directors  
26 and/or Officers, Plaintiff incurred foreseeable and reasonable  
27 out-of-pocket expenses on behalf of Defendant corporation, its  
28 Directors and/or Officers, and in many instances incurred such  
29 expenses in the presence of or with the advance knowledge of  
30 Defendant's Directors and/or Officers without objection, and  
31 with the understanding that Defendant corporation would  
32 reimburse said expenses. In certain instances, Directors and/or

1 Officers, including President Tomanio, referred approvingly to  
2 various content included in reference manuals published by the  
3 National Association of Corporate Directors provided to  
4 Directors, Officers and all candidates for the Board at the  
5 Annual Meeting.

6 28. Defendant became indebted to Plaintiff as a result of  
7 an implied contract with Defendant for reimbursement of expenses  
8 in the amount of \$1,027.28.

9 29. Defendant has failed and refused to reimburse Plaintiff  
10 for reasonable expenses incurred on behalf of and in pursuit of  
11 Defendants endeavors in the amount of \$1,027.28.

12  
13 **V. THIRD CAUSE OF ACTION FOR QUANTUM MERUIT**

14 30. Plaintiff re-alleges and incorporates by reference each  
15 and every allegation contained in paragraphs one through  
16 nineteen above.

17 31. Plaintiff has made demand on Defendant for  
18 reimbursement of expenses in the amount of \$1,027.28, and  
19 Defendant has refused such request.

20 32. At no time did Plaintiff offer to fund Defendant  
21 corporation's administrative expenses or overhead, or in way  
22 indicate to any Director or Officer that Plaintiff intended to  
23 contribute capital to the corporation.

24 33. In performance of Plaintiff's consulting and  
25 administrative support activities for Defendant, its Directors  
26 and/or Officers, Plaintiff incurred foreseeable and reasonable  
27 out-of-pocket expenses on behalf of Defendant corporation, its  
28 Directors and/or Officers, and in many instances incurred such  
29 expenses in the presence of or with the advance knowledge of  
30 Defendant's Directors and/or Officers without objection. In  
31 certain instances, Directors and/or Officers, including  
32 President Tomanio, referred approvingly to various content

1 included in reference manuals published by the National  
2 Association of Corporate Directors provided to Directors,  
3 Officers and all candidates for the Board at the Annual Meeting.

4 34. Defendant is obligated to pay to Plaintiff the value of  
5 the expenses incurred, materials, supplies and reference  
6 publications furnished or utilized by Defendant in preparing  
7 Directors, Officers and Director candidates for the Annual  
8 Meeting of Shareholders.

9  
10 **V. FOURTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

11 35. Plaintiff re-alleges and incorporates by reference each  
12 and every allegation contained in paragraphs one through  
13 nineteen above.

14 36. Plaintiff has made demand on Defendant for  
15 reimbursement of expenses in the amount of \$1,027.28, and  
16 Defendant has refused such request.

17 37. At no time did Plaintiff offer to fund Defendant  
18 corporation's administrative expenses or overhead, or in any way  
19 indicate to any Director or Officer that Plaintiff intended to  
20 contribute capital to the corporation.

21 38. In performance of Plaintiff's consulting and  
22 administrative support activities for Defendant, its Directors  
23 and/or Officers, Plaintiff incurred foreseeable and reasonable  
24 out-of-pocket expenses on behalf of Defendant corporation, its  
25 Directors and/or Officers, and in many instances incurred such  
26 expenses in the presence of or with the advance knowledge of  
27 Defendant's Directors and/or Officers without objection. In  
28 certain instances, Directors and/or Officers, including  
29 President Tomanio, referred approvingly to various content  
30 included in reference manuals published by the National  
31 Association of Corporate Directors provided to Directors,  
32 Officers and all candidates for the Board at the Annual Meeting.

1        39. All or a substantial portion of the expenses incurred  
2 by Plaintiff on behalf of Defendant would have been incurred by  
3 Defendant directly, or by one or more of its Directors and/or  
4 Officers subject to reimbursement, in the normal course of  
5 administration of the Defendant corporation and in preparation  
6 for and conduct of the Annual Meeting of Shareholders.

7        40. All or a substantial portion of the expenses incurred  
8 by Plaintiff were either explicitly or tacitly approved by one  
9 or more Directors or Officers of Defendant, and in many  
10 instances incurred in the presence of or with the immediate  
11 prior knowledge of Directors and/or officers.

12        41. Defendant's failure to reimburse Plaintiff for the  
13 documented and itemized expenses as provided on an invoice will  
14 result in unjust enrichment of Defendant.

15  
16                    **VI. FIFTH CAUSE OF ACTION FOR FRAUD**

17        42. Plaintiff re-alleges and incorporates by reference each  
18 and every allegation contained in paragraphs one through  
19 nineteen above.

20        43. Director and President of Defendant corporation Tomanio  
21 was initially listed as a Director that was participating in the  
22 joint resignation of Directors in January 2008, along with  
23 Geraci, Shimmel and Gaskill, in a draft joint letter of  
24 resignation authored by Director Geraci.

25        44. Correspondence between and among Directors Tomanio,  
26 Geraci, Gaskill and Shimmel revealed subsequent to the joint  
27 resignation disclosed that Tomanio was acting as a "double  
28 agent," assuring Plaintiff and Directors Minds, Pataky and  
29 Nestlerode that she was going to "make excuses" to Geraci,  
30 Gaskill and Shimmel as to why she couldn't resign, without  
31 leading them to conclude that she supported Plaintiff's efforts  
32 to bring openness and transparency to the management of



1 Defendant corporation. All the while Tomanio assured Directors  
2 Minds, Pataky and Nestlerode that she supported their efforts to  
3 bring positive change to the management of Defendant  
4 corporation.

5 45. Directors Minds, Pataky, and Nestlerode, along with  
6 Plaintiff and outside contractor employees hired to provide  
7 shareholder meeting support upon the advice of Plaintiff  
8 assembled at the meeting room at the Hampton Inn at Williamsburg  
9 Square in State College, PA on the day prior to the Annual  
10 Meeting for the purpose of finalizing the meeting room setup,  
11 rehearsing the administrative requirements of Shareholder  
12 registration and proxy validations, testing the electronic vote  
13 tabulating system, and timing the agenda for the purpose of  
14 inserting comfort breaks and a lunch recess at the appropriate  
15 places in the agenda. President Tomanio was noticeably absent  
16 from this final meeting preparation, in light of the fact that  
17 she would be chairing the meeting, and delivering the management  
18 report to Shareholders on behalf of the other Directors.

19 46. President Tomanio arrived at the Annual Meeting  
20 approximately one hour prior to the starting time, leaving  
21 insufficient time to fully brief her for the necessary technical  
22 requirements of the electronic voting system, leaving  
23 insufficient time to preview the Power Point slides leading up  
24 to her President's Report and the content of her report, or to  
25 discuss the insertion of breaks into the agenda. Ms. Tomanio's  
26 demeanor could only be described as gruff towards Directors  
27 Minds, Pataky, Nestlerode, and Plaintiff, indicating a reversal  
28 of attitude from the prior four months, and her conduct of the  
29 Annual Meeting could only be described as "strong-armed."

30 47. Two candidates seeking election to the Board of  
31 Directors at this Annual Meeting were Mr. Shimmel and Ms.  
32 Geraci, both of whom had resigned as Directors of Defendant less

1 than four months prior, and both of whom refused to complete a  
2 voluntary "Director Nominee Statement of Qualifications",  
3 wherein candidates were asked to confirm that they had never  
4 failed to fulfill a prior term on a Board of Directors, that  
5 they were willing to attend meetings of the Board of Directors  
6 sufficiently prepared, and to list previous experience in  
7 management of a "for profit" corporation, among other things.

8 48. As the Annual Meeting unfolded, it became apparent that  
9 a group of Shareholders antagonistic to Plaintiff because of his  
10 discovery efforts over the past six months regarding management  
11 malfeasance held sufficient votes to elect Shimmel and Geraci to  
12 the Board of Directors. This coalition's efforts, via motion, to  
13 reject any definitive rules of parliamentary procedure as  
14 procedural authority for conduct of the meeting and in lieu  
15 thereof to grant unbridled authority to President Tomanio as the  
16 final arbiter of procedure and fairness fortunately failed, but  
17 provided a glimpse that perhaps Tomanio was concealing her  
18 support of the rogue management coalition.

19 49. Plaintiff and Plaintiff's supporters held sufficient  
20 votes and proxies to elect the remaining three Directors,  
21 casting sufficient votes for Director Candidate Tomanio to elect  
22 her to the Board of Directors, on the basis of what we would  
23 later learn to be false and fraudulent expressions of support  
24 for sound business practices she previously conveyed to  
25 Plaintiff and Directors Minds, Pataky, and Nestlerode.

26 50. Several amendments to the Bylaws of Defendant  
27 corporation, among other changes, reduced the number of  
28 Directors from seven to five, and provided for a transition  
29 period between the election of Directors and the beginning of  
30 the Director terms.

31 51. Directors J. Arthur Minds and Director Arthur J. Minds  
32 (Plaintiff herein) had prepared an abundance of material to be

presented at the Annual Meeting of Shareholders, which effort was thwarted by President Tomanio's failure to participate in the onsite pre-meeting preparation session with other Directors, to familiarize Shareholders and incoming Directors with the assets of the corporation, to emphasize the serious damage done to the property value by prior President Pursley having entered into long-term agreements for the sale of coal in place with minimal guaranteed royalty of thirty-seven cents per acre with no outside time limit for completion, and the status of natural gas leasing proposals that were being discussed with Minds and Minds during their frequent visits to the Clearfield County Clerk and Records Office to research the state of title to the property owned by Defendant corporation, in response to mistaken beliefs by former Director Gaskill and current Directors Geraci and Shimmel that the corporation owned an additional 1,000 acres that was "secretly sold" by former Directors J. Arthur Minds, Robert D. Jones, and William Erickson.

52. Director/President Tomanio, subsequent to the Annual Meeting, refused to call any meetings of the newly-elected Directors for the purpose of giving effect to the Bylaw amendment providing for a transition period to allow Directors to develop a fully informed strategic operating and management plan.

53. After repeated telephone calls originated by Plaintiff as Director to President Tomanio requesting, and then demanding without success, that she coordinate a weekend meeting or workshop for the purpose of assembling the newly-elected Directors for an educational and strategic planning session, it became apparent to Directors J. Arthur Minds and Arthur J. Minds (Plaintiff herein) that Tomanio had been deceptive during the prior four months, and was actually acting as a "mole" for Geraci and Shimmel, and the entire Pursley/Gaskill coalition of

1 Shareholders committed to stagnation of Defendant corporation's  
2 assets, and to shielding former President Pursley from potential  
3 legal action by the Board for damages caused to the  
4 corporation's assets as a result of his ultra vires acts.

5 53. President Tomanio tacitly, implicitly or specifically  
6 approved expenses incurred by Plaintiff during the four months  
7 prior to the Annual Meeting, availing herself of the reference  
8 materials and supporting services provided by Plaintiff,  
9 constituting further evidence of Defendant's intentional and  
10 fraudulent intent to deprive Plaintiff of the loss or use of  
11 personal funds, for the benefit of Defendant corporation.

12 54. President Tomanio has full authority to settle  
13 Defendant corporation's obligations for goods, services or other  
14 benefits provided without consent or approval of the Board of  
15 Directors or any other Officer of Defendant.

16 55. Neither President Tomanio nor any other Director or  
17 Officer of Defendant has made inquiry of Plaintiff regarding any  
18 specific expenditure itemized on Plaintiff's invoice as would  
19 normally occur in the course of reviewing and approving  
20 invoices, providing further evidence that President Tomanio, on  
21 behalf of Defendant, intentionally deceived and defrauded  
22 Plaintiff by allowing Plaintiff to expend personal funds for the  
23 benefit of Defendant corporation.

24 55. President Tomanio's continuing failure to approve  
25 Plaintiff's expense reimbursement is intended as a punitive  
26 action against Plaintiff for Plaintiff's discovery efforts that  
27 revealed prior management malfeasance, *ultra vires* acts, and the  
28 resulting resignation of Directors Gaskill, Pursley, Shimmel and  
29 Geraci.

30 56. President Tomanio's refusal to reimburse Plaintiff is  
31 malicious, wanton, willful and oppressive, justifying an award  
32 of punitive damages so that Defendant corporation's Directors

1 and Officers will not engage in such conduct in the future and  
2 make an example of them.

3  
4 WHEREFORE PLAINTIFF PRAYS for judgment against Defendant as  
5 follows:

- 6 1. For compensatory damages in the amount of \$1,027.28.  
7 2. For interest at the legal rate from and after June 25,  
8 2008.  
9 3. For \$5,000 damages for Defendant's fraud.  
10 4. For punitive damages according to proof.  
11 5. For reasonable attorney's fees and costs incurred  
12 herein.  
13 6. For such other and further relief as the court may deem  
14 just and proper.

15 Dated December 24, 2008

16  
17   
18 Arthur J. Minds, Plaintiff

19 **VERIFICATION**

20 I, Arthur J. Minds, am the Plaintiff in the above-entitled  
21 action. I have read the foregoing complaint and know the  
22 contents thereof. I hereby verify and affirm that the  
23 information and allegations contained herein is true and correct  
24 to the best of my knowledge, information or belief.

25  
26 I declare under penalty of perjury that the foregoing is true  
27 and correct and that this declaration was executed at  
28 Clearfield, Pennsylvania.

29 Dated December 24, 2008

30  
31   
32 Arthur J. Minds, Plaintiff

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

DEC 26 2008

6/230/08 (61)  
William A. Shaw  
Prothonotary/Clerk of Courts

Arthur J. Minds, an individual

Plaintiff,

vs.

Machipongo Land & Coal Company,  
a Pennsylvania corporation

Defendant

Case No.: 08-2325-CD

CIVIL COMPLAINT FOR (1) BREACH  
OF CONTRACT, (2) IMPLIED  
CONTRACT, (3) QUANTUM MERUIT,  
(4) UNJUST ENRICHMENT, (5)  
FRAUD

3 cems to Pfr

Proof of Service

At the time of service I was at least 18 years of age and not a party to this action.

I served a certified copy of the Complaint, Cover Sheet and Notice to Defend in the above-captioned matter on James A. Naddeo, Defendant's attorney of record in this case, at his place of business at 207 East Market Street, Clearfield, Pennsylvania by handing the within-described documents to the receptionist on duty on December 24, 2008 at 11:58 A.M.

I declare under penalty of perjury that the foregoing is true and correct.

12-24-2008  
(Date)

J. Arthur Minds  
J. Arthur Minds

Address:  
243 Short Street  
PO Box 95  
Ramey PA 16671

**FILED**

**DEC 26 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Arthur J. Minds, an individual

Plaintiff,

vs.

Machipongo Land & Coal Company,  
a Pennsylvania corporation

Defendant

Case No.: 08-2325-CD

CIVIL COMPLAINT FOR (1) BREACH  
OF CONTRACT, (2) IMPLIED  
CONTRACT, (3) QUANTUM MERUIT,  
(4) UNJUST ENRICHMENT, (5)  
FRAUD

Acceptance of Service

I accept service of the Civil Complaint in the above-  
entitled action, including Cover Sheet and Notice to  
Defend, on behalf of Machipongo Land & Coal Company and  
certify that I am authorized to do so, as evidenced by the  
information on file with the Pennsylvania Department of  
State Corporation Bureau.

(Date)

12/24/08

*Julia P. Westlake*  
(Authorized Agent)

Address:  
8324 Janesville Pike  
PO Box 295  
Smithmill, PA 16680

FILED

DEC 26 2008

William A. Shaw  
Prothonotary/Clerk of Courts



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

ARTHUR J. MINDS, an  
individual,  
Plaintiff, /

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

No. 08-2325-CD

Type of Pleading:

**DEFENDANT'S PRELIMINARY  
OBJECTIONS TO PLAINTIFF'S  
COMPLAINT**

Filed on behalf of:  
Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.  
Pa I.D. 202049

NADDEO & LEWIS, LLC.  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

Dated: January 7, 2009

**FILED**

01/11/09  
JAN 07 2009

rec  
Amy Naddeo

William A. Shaw  
Prothonotary/Clerk of Courts

(60)

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 08-2325-CD

**DEFENDANT'S PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT**

NOW COMES the Defendant, Machipongo Land & Coal Company,  
and by its attorney, James A. Naddeo, Esquire, preliminarily  
objects to plaintiff's complaint and sets forth the following:

**I. Preliminary Objection Raising an Issue of Inclusion of  
Impertinent Matters (Rule 1028 (a) (2))**

1. On or about December 24, 2008, plaintiff filed this  
civil action by way of the filing of a Complaint. True and  
correct copy is attached hereto as Exhibit "A."

2. Plaintiff's complaint alleges five causes of action,  
breach of contract, implied contract, quantum meruit, unjust  
enrichment and fraud.

3. Plaintiff claims an oral contract existed between  
the parties within which it was agreed that he would render  
services to the corporation with no fee for time, but that he  
would be reimbursed his "normal operational or administrative  
expenses and overhead." See Paragraphs 21, 22 of Exhibit A.

4. Plaintiff further alleges that defendant breached the contract by failing to pay his reported expenses.

5. Plaintiff's claims of implied contract, quantum meruit and unjust enrichment all center on the same facts as the breach of contract, but alternatively rely upon the stated different theories of law.

6. Plaintiff's fraud claim alleges that President Tomanio intentionally deprived plaintiff of personal funds for the benefit of the corporation.

7. Paragraphs 1 through 19 are allegations of the factual background and not within any count of plaintiff's complaint.

8. Paragraphs 5, 6, 7, 8, 9 and 10 are impertinent in that the information provided is with regard to the manner in which the corporation is managed, the history of directors and officers, plaintiff's "discovery efforts" into alleged corporate transactions, as well as facts regarding the expected and desired emotional climate of scheduled meetings.

9. None of the information in said Paragraphs is relevant to the formation, performance or breach of a contract (implied or otherwise). Nor is it relevant to the expenditures alleged by plaintiff on to the corporations benefit.

10. Paragraphs 12 and 13 are impertinent in that the information provided is with regard to plaintiff's credentials

and the alleged rationale of why a contract was entered into between the parties to enlist the services of plaintiff.

11. Paragraphs 43, 44, 45, 46, 47, 49, 50, 51, 52, 53 (the first Paragraph 53, there are two in plaintiff's complaint) are contained within the claim of fraud by defendant against plaintiff, again the fraud alleged is that President Tomanio intentionally deprived plaintiff of personal funds he used for alleged corporate expenses for the benefit of the corporation.

12. Paragraphs 43, 44, 45, 46, 47, 49, 50, 51, 52, 53 (first 53) are impertinent to the allegation of fraud that is alleged.

13. Said Paragraphs state events surrounding corporate meetings, who attended, their demeanor, dealings between corporate directors, circumstances surrounding elections of directors, the lack of calling of meetings, efforts to have meetings scheduled and characterizations of actions by President Tomanio. None of the allegations in these Paragraphs relate to the fraud claim made by plaintiff, that is they are irrelevant to whether plaintiff was intentionally defrauded by failing to pay him for expenses incurred allegedly on behalf of the corporation.

14. The information contained in Paragraphs 5, 6, 7, 8, 9, 10, 12, 13, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53 (first 53) is irrelevant, immaterial and inappropriate to the causes of

action asserted in plaintiff's complaint against defendant, whether proven or not, the facts alleged in these Paragraphs will have no bearing on the judicial inquiry, and are in violation of the pleading requirements of Pa.R.C.P. 1019.

WHEREFORE, Defendant, requests that Paragraphs 5, 6, 7, 8, 9, 10, 12, 13, 43, 44, 45, 46, 47, 49, 50, 51, 52 and the first Paragraph 53 of plaintiff's complaint be stricken.

**II. Preliminary Objection in the Nature of Demurrer as to Plaintiff's Claim for Fraud - Gist of the Action**

15. Paragraphs 1 through 14 are incorporated herein by reference as if set forth in full herein.

16. Plaintiff's complaint purports to state causes of action in both contract (actual/quasi/implicit) and fraud.

17. The contract alleged to have been entered into is with respect to payment of expenses in exchange for services to be rendered by plaintiff.

18. The fraud claim is based upon the same failure to pay plaintiff for expenses as he alleges was agreed by the parties in the contract.

19. To the extent that the fraud claim asserts fraudulent performance of a contract it is barred by the gist of the action doctrine which prohibits a claim for fraud where the dispute is basically one of a contractual nature.

WHEREFORE, Defendant; Machipongo Land & Coal Company, respectfully requests that the Court sustain this Preliminary Objection and dismiss with prejudice Plaintiff's Fifth Cause of Action.

**III. Preliminary Objection in the Nature of Demurrer/Legal Insufficiency as to Plaintiff's Claim for Fraud**

20. Paragraphs 1 through 19 are incorporated herein by reference as if set forth in full herein.

21. Plaintiff has failed to allege an appropriate cause of action based upon fraud.

22. Plaintiff has failed to allege that defendant made a material misrepresentation to plaintiff with the intent to induce plaintiff's reliance upon said misrepresentation upon which he relied. Rather plaintiff merely alleges a general "intent to deprive" plaintiff.

WHEREFORE, Defendant, Machipongo Land & Coal Company, respectfully requests that the Court sustain this Preliminary Objection and dismiss with prejudice Plaintiff's Fifth Cause of Action.

**IV. Preliminary Objection in the Nature of Failure to Conform to Law or Rule**

23. Paragraphs 1 through 22 are incorporated herein by reference as if set forth in full herein.

24. As described in Paragraph 22 hereof plaintiff has failed to plead certain elements of a claim for fraud. As a result, Plaintiff has failed to plead his claim for fraud with particularity as required by Pa.R.C.P. 1019(b).

WHEREFORE, Defendant, Machipongo Land & Coal Company, respectfully requests that the Court sustain this Preliminary Objection and dismiss with prejudice Plaintiff's Fifth Cause of Action.

Respectfully submitted,

By: James A. Naddeo  
James A. Naddeo  
Attorney for Defendant

DEC 24 2008

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

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

DEC 24 2008

Arthur J. Minds, an  
individual

(Plaintiff)

260 S Los Robles Ave.  
Suite 331

(Street Address)

Pasadena, CA 91101

(City, State ZIP)

VS.

Machipongo Land & Coal  
Company, a Pennsylvania  
corporation

(Defendant)

8324 Janesville Pike,  
PO Box 295

(Street Address)

Smithmill, PA 16680

(City, State ZIP)

CIVIL ACTION

No. 08-2325-CD Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

Type of Case: Contract, Implied  
Contract, Quantum Meruit, Unjust  
Enrichment, Fraud

Type of Pleading: Complaint

Filed on Behalf of:

Arthur J. Minds

(Plaintiff/Defendant)

Arthur J. Minds, Plaintiff

(Filed by)

243 Short Street

PO Box 95

Ramey, PA 16671

(Address)

(310) 994-2010 / Fax (626) 792-2478

(Phone)

*A. Minds*  
(Signature)

Exhibit "A"



COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Arthur J. Minds, an individual	}	Case No.: 08-2325-CD
Plaintiff,		
vs.		
Machipongo Land & Coal Company,		CIVIL COMPLAINT FOR (1) BREACH
a Pennsylvania corporation		OF CONTRACT, (2) IMPLIED
		CONTRACT, (3) QUANTUM MERUIT,
		(4) UNJUST ENRICHMENT, (5)
Defendant		FRAUD

**Notice**

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

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

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

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814) 765-2641 EXT. 88-89

1 Arthur J. Minds, Plaintiff  
2 260 S Los Robles Ave Ste 331  
3 Pasadena, CA 91101  
4 Telephone (626) 792-2477  
5 Mobile (310) 994-2010  
6 Facsimile (626) 792-2478  
7 Email: art.minds@artminds.com

8 Local address:  
9 243 Short Street  
10 PO Box 95  
11 Ramey, PA 16671

12 COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
13 PENNSYLVANIA

14 Arthur J. Minds, an individual  
15 Plaintiff,  
16 vs.  
17 Machipongo Land & Coal Company,  
18 a Pennsylvania corporation  
19 Defendant

Case No.: 08-2325-CD

CIVIL COMPLAINT FOR (1) BREACH  
OF CONTRACT, (2) IMPLIED  
CONTRACT, (3) QUANTUM MERUIT,  
(4) UNJUST ENRICHMENT, (5)  
FRAUD

20 Comes now the Plaintiff, Arthur J. Minds, and alleges and  
21 complains as follows:

22 I. THE PARTIES AND JURISDICTION

23 1. Plaintiff is a resident of Pasadena, (California and is  
24 self-employed as a consultant providing services to construction

1 companies and real estate developers and owners in regard to  
2 accounting and management information systems.] irrelevant & impertinent

3 2. Additionally, Plaintiff is a shareholder of 3.9% of the  
4 shares issued and outstanding in Defendant corporation, and  
5 currently a Director of Defendant corporation, having been  
6 elected at the Annual Meeting of Shareholders held May 10, 2008.

7 3. Defendant is a for-profit business corporation organized  
8 under the Business and Corporation Laws of the Commonwealth of  
9 Pennsylvania in 1952, having a registered address located in  
10 Clearfield County at 8324 Janesville Pike, PO Box 295,  
11 Smithmill, PA 16680.

12 4. Defendant corporation is a real estate holding company,  
13 with ownership of approximately 500+ acres of non-contiguous  
14 real estate in southeastern Clearfield County, Pennsylvania  
15 consisting of vacant residential lots, acreage with timber,  
16 coal, gas and mineral rights, and approximately 285 additional  
17 acres of coal and/or mineral rights without surface ownership.  
18 All property is located within the boundaries of either  
19 Houtzdale Borough, Brisbin Borough, or Woodward Township.

## 20 II. FACTS

21 5. Defendant corporation has 31 shareholders, 320 shares  
22 outstanding, including fractional shares, is subject to  
23 cumulative voting, has no employees, has no paid staff, has no  
24 support personnel, and has no functioning business office or  
25 defined place of business in the traditional sense, and relies  
26 solely on uncompensated Directors and Officers for corporate  
27 administration and management, the majority of which have no  
28 experience in corporate administration, management, real estate,  
29 contract negotiations, and whom have no access to a business  
30 office with necessary supporting services or equipment with  
31 which to fulfill the necessary and concomitant administrative  
32 duties that are imposed on corporate Directors and Officers.

impertinent

1        5. Director and President Ray Pursley and Asst. Secretary  
2 Judith Pursley resigned their positions in January 2008,  
3 followed within one week by the joint resignations of Directors  
4 Julia Anne Gaskill, Martin Shimmel and Judith Geraci, leaving  
5 three remaining Directors: Patricia Tomanio, Carol Minds Pataky  
6 (Plaintiff's sister) and Julia Anne Nestlerode.

important

7        6. Defendant corporation's surviving Board of Directors  
8 subsequently appointed J. Arthur Minds to fill one Director  
9 vacancy, and elected/appointed Patricia Tomanio as President, J.  
10 Arthur Minds as Vice President, Carol Minds Pataky as Secretary,  
11 and Julia Anne Nestlerode as Treasurer.

NOT  
SURE?

12        7. The sudden resignations of Directors and Officers was  
13 attributed by one of more Directors, Officers and/or  
14 Shareholders to Plaintiff's efforts, as a Shareholder, to bring  
15 openness and transparency to the management of the assets of  
16 Defendant corporation. Plaintiff's informal and formal discovery  
17 activities from October through December 2007 revealed that  
18 then-President Ray Pursley had entered into agreements for sale  
19 of coal in place without solicitation of bids and without Board  
20 approval as required by corporate Bylaws. The improper nature of  
21 this transaction was subsequently confirmed by a legal opinion  
22 letter from Defendant's counsel James Naddeo as an "ultra vires"  
23 act. Plaintiff's discovery efforts also revealed the sale of  
24 standing timber (stumpage) without the supervision of a  
25 professional forester and without a public bidding process. A  
26 review of the Directors meeting minutes from the prior four  
27 years revealed a total failure of the Board of Directors to  
28 exercise proper oversight of the actions of Officers, and a  
29 meandering attention to various and miscellaneous matters and  
30 showing a total lack of focus on or attention to shareholder  
31 value, or return on investment of the assets held by the  
32 corporation.

important

1 8. Plaintiff's discovery efforts in the fall of 2007 as  
2 Shareholder and also as agent for Director Carol Minds Pataky  
3 further revealed that Defendant's four prior Annual Meetings of  
4 Shareholders were conducted by then-President Ray Pursley  
5 informally and without regard to administrative attention to  
6 details of cumulative voting, fair rules of conduct of the  
7 meeting, and without proper documentation in corporate files of  
8 compliance with cumulative voting rights. Additionally, the  
9 corporation had failed to issue financial statements for the  
10 prior four years, and there was no accounting system in place  
11 nor any apparent deference given to management of the  
12 corporation's real estate as a financial asset.

important

13 9. Plaintiff's advice, consultation, and administrative  
14 support was sought by the then-remaining current Directors and  
15 Officers Patricia Tomanio, Carol Minds Pataky, Julia Anne  
16 Nestlerode, and J. Arthur Minds in support of the administrative  
17 duties of Defendant's Board of Directors and for assistance and  
18 guidance with the preparation, organization and conduct of the  
19 upcoming Annual Meeting of Shareholders to be held in May 2008,  
20 which was anticipated to be highly contentious and  
21 administratively complicated by the requirement of cumulative  
22 voting with 31 shareholders, many with fractional share  
23 ownership, and anticipated multiple resolutions and Bylaw  
24 amendments, and qualifications of Director candidates.

Relevant

25 10. The Board of Directors wished to conduct a well-  
26 organized and efficient Annual Meeting in May 2008, considering  
27 the recent upheaval in management and acrimony among certain  
28 Shareholders and resigning Directors.

out

29 11. <sup>Maybe</sup> Defendant's Board of Directors, and specifically  
30 President Patricia Tomanio acting within her authority as  
31 President, requested Plaintiff to provide administrative support  
32 services to the Board of Directors during the period from

1 January 2007 through the Annual Shareholders Meeting scheduled  
2 for May 10, 2008. Plaintiff agreed to provide such support  
3 services without a fee for Plaintiff's time and expertise,  
4 subject to the usual and customary obligation for reimbursement  
5 of reasonable and necessary out-of-pocket expenses incurred on  
6 behalf of Defendant, and reimbursement of expenses advanced on  
7 behalf of Defendant.

Did  
Pls agree  
to out  
of pocket  
expenses

8 12. Defendant corporation engaged Plaintiff's services in  
9 reliance upon the following facts and circumstances, among  
10 others: (a) Plaintiff's shareholder efforts to bring openness  
11 and transparency to the previous management was attributed by  
12 one or more Directors as the reason for the mass resignation of  
13 three Directors and one officer; (b) Plaintiff's research into  
14 what appeared to be malfeasance on the part of previous  
15 Directors and Officers of Defendant over the past four years;  
16 (c) Plaintiff's substantial education as an accountant and  
17 attorney; (d) Plaintiff's status as a licensed California real  
18 estate broker; (e) Plaintiff's substantial experience and  
19 expertise in real estate management; (f) Plaintiff's experience  
20 and expertise with corporate administration and management; (g)  
21 Plaintiff's familiarity with and experience in financial  
22 reporting; (h) Plaintiff's ability to provide administrative  
23 support service through Plaintiff's business office; and (i) the  
24 complete and total absence of a business office and support  
25 personnel with the capabilities to manage the transition from  
26 corporate management in disarray through the upcoming Annual  
27 Meeting of Shareholders.

What  
services  
engaged

important

28 13. <sup>important</sup> Plaintiff's education and experience relied upon by  
29 Defendant's Directors and Officers included, among other things:

- 30 a) Bachelor of Science degree in Accounting with distinction  
31 awarded by The Pennsylvania State University in December  
32 1971.

- b) Employment as a staff accountant by Arthur Andersen & Company during and following his education at Penn State.
- c) *Juris Doctor* degree awarded by Duke University School of Law in June 1976.
- d) License to practice law issued by The Supreme Court of Colorado in 1976 (Colorado Attorney Registration No. 7654), maintained as "inactive" since approximately 1981.
- e) Experience in the practice of law in Boulder, Colorado from 1976 through 1979.
- f) Cofounder of a Colorado for-profit corporation known as "Condo-Management Concepts, Inc." with a business office in Boulder, Colorado for the purpose of offering consulting, financial management, property management, and corporate administrative services to condominium homeowners' associations and real estate developers.
- g) Expertise and contribution to the clients of Condo-Management Concepts for five years primarily in the areas of contract negotiation and administrative requirements of operating a corporation, including organization, conduct and subsequent documentation of effective, efficient and legally called and constituted Annual Meetings of Members for the purposes of electing Directors and other matters which properly come before such a meeting, and organization, conduct and subsequent documentation of effective meetings and actions of the elected Board of Directors, including compliance with requirements for notice, quorum, and fairly conducted meetings and elections.
- h) Continuous holder of a valid California Real Estate Broker License for 22 years since December 1986.
- i) Employment by two major successful commercial real estate developers based in Southern California as a Vice

1 President of Operations for properties located in  
2 Baltimore, Akron, Lincoln, Omaha and Los Angeles and as  
3 an Asset Manager for commercial properties located in the  
4 greater Los Angeles area.

5 14. The Directors and Officers of Defendant corporation  
6 have a long history of reimbursing out-of-pocket expenses or  
7 expenses advanced on behalf of the corporation, and Plaintiff  
8 had no reason to believe that reimbursement requests would be  
9 denied or opposed by President Tomanio, or that advance approval  
10 of every out-of-pocket expenditure was required, in that no  
11 objection was made when costs of various items were discussed.

12 15. Periodically during performance of Plaintiff's  
13 consulting and support services, costs of various items or  
14 corporate administrative support materials were mentioned in  
15 oral and electronic communications to Directors and Officers, or  
16 Directors or Officers were present with Plaintiff at the time  
17 such out-of-pocket expenses were incurred. Over sixty email  
18 communications between and among Plaintiff and Defendant  
19 Directors and Officers, specifically including President Tomanio  
20 are documented during the period between January 2008 through  
21 the date of the Annual Meeting, along with numerous  
22 teleconferences and individual two-party telephone  
23 conversations.

24 16. At no time did any Director or Officer advise Plaintiff  
25 that expenses advanced on behalf of the corporation would  
26 require advance approval, or that Defendant was expected to fund  
27 ordinary and necessary administrative expenses of the  
28 corporation as part of his services.

29 17. Plaintiff incurred expenses on behalf of and for the  
30 exclusive benefit of Defendant corporation for supplies,  
31 postage, copies, maps, deeds, reference manuals furnished to all  
32 Directors and Director candidates, reference publications on

course of  
Business  
I thought  
they already  
agreed

possibly

?



1 parliamentary procedure, membership fees for online corporate  
2 meeting minutes service, lunch for Shareholders in attendance at  
3 the annual meeting, one working dinner with the representative  
4 of the electronic vote tabulating service the evening prior to  
5 the Annual Meeting, and one night hotel accommodations at the  
6 location of the Annual Meeting required by late evening and  
7 early morning preparation activities for the Annual meeting.

O.K

8 18. During the period from January 23 through May 10, 2008  
9 Plaintiff incurred out-of-pocket expenses on behalf of and for  
10 the sole benefit of Defendant corporation in the amount of  
11 \$1,027.28, and furnished Defendant with an itemized invoice  
12 along with copies of all expense receipts on June 25, 2008.

Need  
invoice

13 19. Defendant subsequently tendered Plaintiff a check in  
14 the amount of \$34.70, authorized by President Tomanio, as  
15 reimbursement for the lunch provided to the Shareholders at the  
16 Annual Meeting, subject to the condition that such payment was  
17 in full satisfaction for Plaintiff's expense invoice. Plaintiff  
18 rejected said payment and the terms attached thereto.

why pay  
for lunch?

### 20 **III. FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT**

21 20. Plaintiff realleges and incorporates by reference each  
22 and every allegation contained in paragraphs one through  
23 nineteen above.

24 21. In January 2008 Plaintiff and Defendant entered into an  
25 oral agreement for ongoing consulting and administrative support  
26 services to be rendered by Plaintiff to Defendant corporation  
27 and it's Directors and Officers.

agree  
w/ whom

28 22. Although Plaintiff agreed to render services without a  
29 fee for time, services or expertise, Plaintiff at no time agreed  
30 to fund Defendant's normal operational or administrative  
31 expenses and overhead.

?

1 22. Plaintiff incurred documented out-of-pocket expenses,  
2 and Defendant became indebted to Plaintiff as a result of the  
3 contract with Defendant in the amount of \$1,027.28.

} Need  
invoice

4 23. Plaintiff delivered to Defendant's treasurer an  
5 itemized invoice with accompanying copies of receipts setting  
6 forth Plaintiff's out-of-pocket expenses. Defendant has  
7 specifically refused to remit payment to Plaintiff by letter  
8 signed by Director Geraci purportedly acting in the capacity of  
9 Corporate secretary.

} Need  
invoice &  
Receipts

#### 10 11 IV. SECOND CAUSE OF ACTION FOR IMPLIED CONTRACT

12 24. Plaintiff re-alleges and incorporates by reference each  
13 and every allegation contained in paragraphs one through  
14 nineteen above.

15 25. Between January 23 and May 10, 2008 Plaintiff provided  
16 consulting and administrative support services to Defendant  
17 corporation and its Directors and Officers at the specific  
18 direction or implicit authorization of Defendant's Directors  
19 and/or Officers.

} ?

20 26. At no time did Plaintiff offer to fund Defendant  
21 corporation's administrative expenses or overhead, or in way  
22 indicate to any Director or Officer that Plaintiff intended to  
23 contribute capital to the corporation.

} ?

24 27. In performance of Plaintiff's consulting and  
25 administrative support activities for Defendant, its Directors  
26 and/or Officers, Plaintiff incurred foreseeable and reasonable  
27 out-of-pocket expenses on behalf of Defendant corporation, its  
28 Directors and/or Officers, and in many instances incurred such  
29 expenses in the presence of or with the advance knowledge of  
30 Defendant's Directors and/or Officers without objection, and  
31 with the understanding that Defendant corporation would  
32 reimburse said expenses. In certain instances, Directors and/or

} was PL  
To be  
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1 Officers, including President Tomanio, referred approvingly to  
2 various content included in reference manuals published by the  
3 National Association of Corporate Directors provided to  
4 Directors, Officers and all candidates for the Board at the  
5 Annual Meeting.

6 28. Defendant became indebted to Plaintiff as a result of  
7 an implied contract with Defendant for reimbursement of expenses  
8 in the amount of \$1,027.28.

9 29. Defendant has failed and refused to reimburse Plaintiff  
10 for reasonable expenses incurred on behalf of and in pursuit of  
11 Defendants endeavors in the amount of \$1,027.28.

12  
13 **V. THIRD CAUSE OF ACTION FOR QUANTUM MERUIT**

14 30. Plaintiff re-alleges and incorporates by reference each  
15 and every allegation contained in paragraphs one through  
16 nineteen above.

17 31. Plaintiff has made demand on Defendant for  
18 reimbursement of expenses in the amount of \$1,027.28, and  
19 Defendant has refused such request.

20 32. At no time did Plaintiff offer to fund Defendant  
21 corporation's administrative expenses or overhead, or in way  
22 indicate to any Director or Officer that Plaintiff intended to  
23 contribute capital to the corporation.

24 33. In performance of Plaintiff's consulting and  
25 administrative support activities for Defendant, its Directors  
26 and/or Officers, Plaintiff incurred foreseeable and reasonable  
27 out-of-pocket expenses on behalf of Defendant corporation, its  
28 Directors and/or Officers, and in many instances incurred such  
29 expenses in the presence of or with the advance knowledge of  
30 Defendant's Directors and/or Officers without objection. In  
31 certain instances, Directors and/or Officers, including  
32 President Tomanio, referred approvingly to various content

} Not claiming  
value of  
services-  
Pleading Rt  
to be reimbursed  
for specific  
out of pocket  
expenses

18 corporation's administrative expenses or overhead, or in any way  
19 indicate to any Director or Officer that Plaintiff intended to  
20 contribute capital to the corporation.

21 38. In performance of Plaintiff's consulting and  
22 administrative support activities for Defendant, its Directors  
23 and/or Officers, Plaintiff incurred foreseeable and reasonable  
24 out-of-pocket expenses on behalf of Defendant corporation, its  
25 Directors and/or Officers, and in many instances incurred such  
26 expenses in the presence of or with the advance knowledge of  
27 Defendant's Directors and/or Officers without objection. In  
28 certain instances, Directors and/or Officers, including  
29 President Tomanio, referred approvingly to various content  
30 included in reference manuals published by the National  
31 Association of Corporate Directors provided to Directors,  
32 Officers and all candidates for the Board at the Annual Meeting.

1 included in reference manuals published by the National  
2 Association of Corporate Directors provided to Directors,  
3 Officers and all candidates for the Board at the Annual Meeting.

4 34. Defendant is obligated to pay to Plaintiff the value of  
5 the expenses incurred, materials, supplies and reference  
6 publications furnished or utilized by Defendant in preparing  
7 Directors, Officers and Director candidates for the Annual  
8 Meeting of Shareholders.

9  
10 **V. FOURTH CAUSE OF ACTION FOR UNJUST ENRICHMENT -**

11 35. Plaintiff re-alleges and incorporates by reference each  
12 and every allegation contained in paragraphs one through  
13 nineteen above.

14 36. Plaintiff has made demand on Defendant for  
15 reimbursement of expenses in the amount of \$1,027.28, and  
16 Defendant has refused such request.

17 37. Plaintiff has offered to fund Defendant

MISSING 2 paragraphs

1 39. All or a substantial portion of the expenses incurred  
2 by Plaintiff on behalf of Defendant would have been incurred by  
3 Defendant directly, or by one or more of its Directors and/or  
4 Officers subject to reimbursement, in the normal course of  
5 administration of the Defendant corporation and in preparation  
6 for and conduct of the Annual Meeting of Shareholders.

7 40. All or a substantial portion of the expenses incurred  
8 by Plaintiff were either explicitly or tacitly approved by one  
9 or more Directors or Officers of Defendant, and in many  
10 instances incurred in the presence of or with the immediate  
11 prior knowledge of Directors and/or officers.

12 41. Defendant's failure to reimburse Plaintiff for the  
13 documented and itemized expenses as provided on an invoice will  
14 result in unjust enrichment of Defendant.

15  
16 **VI. FIFTH CAUSE OF ACTION FOR FRAUD**

17 42. Plaintiff re-alleges and incorporates by reference each  
18 and every allegation contained in paragraphs one through  
19 nineteen above.

20 43. Director and President of Defendant corporation Tomanio  
21 was initially listed as a Director that was participating in the  
22 joint resignation of Directors in January 2008, along with  
23 Geraci, Shimmel and Gaskill, in a draft joint letter of  
24 resignation authored by Director Geraci.

25 44. Correspondence between and among Directors Tomanio,  
26 Geraci, Gaskill and Shimmel revealed subsequent to the joint  
27 resignation disclosed that Tomanio was acting as a "double  
28 agent," assuring Plaintiff and Directors Minds, Pataky and  
29 Nestlerode that she was going to "make excuses" to Geraci,  
30 Gaskill and Shimmel as to why she couldn't resign, without  
31 leading them to conclude that she supported Plaintiff's efforts  
32 to bring openness and transparency to the management of

so  
what

so  
what

1 Defendant corporation. All the while Tomanio assured Directors  
2 Minds, Pataky and Nestlerode that she supported their efforts to  
3 bring positive change to the management of Defendant  
4 corporation. ? - hadn't these people resigned

5 45. Directors Minds, Pataky, and Nestlerode, along with  
6 Plaintiff and outside contractor employees hired to provide  
7 shareholder meeting support upon the advice of Plaintiff  
8 assembled at the meeting room at the Hampton Inn at Williamsburg  
9 Square in State College, PA on the day prior to the Annual  
10 Meeting for the purpose of finalizing the meeting room setup,  
11 rehearsing the administrative requirements of Shareholder  
12 registration and proxy validations, testing the electronic vote  
13 tabulating system, and timing the agenda for the purpose of  
14 inserting comfort breaks and a lunch recess at the appropriate  
15 places in the agenda. President Tomanio was noticeably absent  
16 from this final meeting preparation, in light of the fact that  
17 she would be chairing the meeting, and delivering the management  
18 report to Shareholders on behalf of the other Directors.

19 46. <sup>so what</sup> President Tomanio arrived at the Annual Meeting  
20 approximately one hour prior to the starting time, leaving  
21 insufficient time to fully brief her for the necessary technical  
22 requirements of the electronic voting system, leaving  
23 insufficient time to preview the Power Point slides leading up  
24 to her President's Report and the content of her report, or to  
25 discuss the insertion of breaks into the agenda. Ms. Tomanio's  
26 demeanor could only be described as gruff towards Directors  
27 Minds, Pataky, Nestlerode, and Plaintiff, indicating a reversal  
28 of attitude from the prior four months, and her conduct of the  
29 Annual Meeting could only be described as "strong-armed."

30 47. <sup>so what</sup> Two candidates seeking election to the Board of  
31 Directors at this Annual Meeting were Mr. Shimmel and Ms.  
32 Geraci, both of whom had resigned as Directors of Defendant less

1 than four months prior, and both of whom refused to complete a  
2 voluntary "Director Nominee Statement of Qualifications",  
3 wherein candidates were asked to confirm that they had never  
4 failed to fulfill a prior term on a Board of Directors, that  
5 they were willing to attend meetings of the Board of Directors  
6 sufficiently prepared, and to list previous experience in  
7 management of a "for profit" corporation, among other things.

8 48. <sup>So what</sup> As the Annual Meeting unfolded, it became apparent that  
9 a group of Shareholders antagonistic to Plaintiff because of his  
10 discovery efforts over the past six months regarding management  
11 malfeasance held sufficient votes to elect Shimmel and Geraci to  
12 the Board of Directors. This coalition's efforts, via motion, to  
13 reject any definitive rules of parliamentary procedure as  
14 procedural authority for conduct of the meeting and in lieu  
15 thereof to grant unbridled authority to President Tomanio as the  
16 final arbiter of procedure and fairness fortunately failed, but  
17 provided a glimpse that perhaps Tomanio was concealing her — *inconclusive*  
18 support of the rogue management coalition.

19 49. <sup>So what</sup> Plaintiff and Plaintiff's supporters held sufficient  
20 votes and proxies to elect the remaining three Directors,  
21 casting sufficient votes for Director Candidate Tomanio to elect  
22 her to the Board of Directors, on the basis of what we would  
23 later learn to be false and fraudulent expressions of support  
24 for sound business practices she previously conveyed to  
25 Plaintiff and Directors Minds, Pataky, and Nestlerode.

26 50. <sup>So what</sup> Several amendments to the Bylaws of Defendant  
27 corporation, among other changes, reduced the number of  
28 Directors from seven to five, and provided for a transition  
29 period between the election of Directors and the beginning of  
30 the Director terms.

31 51. <sup>So what</sup> Directors J. Arthur Minds and Director Arthur J. Minds  
32 (Plaintiff herein) had prepared an abundance of material to be



1 presented at the Annual Meeting of Shareholders, which effort  
2 was thwarted by President Tomanio's failure to participate in  
3 the onsite pre-meeting preparation session with other Directors,  
4 to familiarize Shareholders and incoming Directors with the  
5 assets of the corporation, to emphasize the serious damage done  
6 to the property value by prior President Pursley having entered  
7 into long-term agreements for the sale of coal in place with  
8 minimal guaranteed royalty of thirty-seven cents per acre with  
9 no outside time limit for completion, and the status of natural  
10 gas leasing proposals that were being discussed with Minds and  
11 Minds during their frequent visits to the Clearfield County  
12 Clerk and Records Office to research the state of title to the  
13 property owned by Defendant corporation, in response to mistaken  
14 beliefs by former Director Gaskill and current Directors Geraci  
15 and Shimmel that the corporation owned an additional 1,000 acres  
16 that was "secretly sold" by former Directors J. Arthur Minds,  
17 Robert D. Jones, and William Erickson.

18 52. <sup>so what</sup> Director/President Tomanio, subsequent to the Annual  
19 Meeting, refused to call any meetings of the newly-elected  
20 Directors for the purpose of giving effect to the Bylaw  
21 amendment providing for a transition period to allow Directors  
22 to develop a fully informed strategic operating and management  
23 plan.

24 53. <sup>so what</sup> After repeated telephone calls originated by Plaintiff  
25 as Director to President Tomanio requesting, and then demanding  
26 without success, that she coordinate a weekend meeting or  
27 workshop for the purpose of assembling the newly-elected  
28 Directors for an educational and strategic planning session, it  
29 became apparent to Directors J. Arthur Minds and Arthur J. Minds  
30 (Plaintiff herein) that Tomanio had been deceptive during the  
31 prior four months, and was actually acting as a "mole" for  
32 Geraci and Shimmel, and the entire Pursley/Gaskill coalition of

Shareholders committed to stagnation of Defendant corporation's assets, and to shielding former President Pursley from potential legal action by the Board for damages caused to the corporation's assets as a result of his ultra vires acts.

53. President Tomanio tacitly, implicitly or specifically approved expenses incurred by Plaintiff during the four months prior to the Annual Meeting, availing herself of the reference materials and supporting services provided by Plaintiff, constituting further evidence of Defendant's intentional and fraudulent intent to deprive Plaintiff of the loss or use of personal funds, for the benefit of Defendant corporation.

54. <sup>since when</sup> President Tomanio has full authority to settle Defendant corporation's obligations for goods, services or other benefits provided without consent or approval of the Board of Directors or any other Officer of Defendant.

55. <sup>so what</sup> Neither President Tomanio nor any other Director or Officer of Defendant has made inquiry of Plaintiff regarding any specific expenditure itemized on Plaintiff's invoice as would normally occur in the course of reviewing and approving invoices, providing further evidence that President Tomanio, on behalf of Defendant, intentionally deceived and defrauded Plaintiff by allowing Plaintiff to expend personal funds for the benefit of Defendant corporation.

55. <sup>concludes</sup> President Tomanio's continuing failure to approve Plaintiff's expense reimbursement is intended as a punitive action against Plaintiff for Plaintiff's discovery efforts that revealed prior management malfeasance, ultra vires acts, and the resulting resignation of Directors Gaskill, Pursley, Shimmel and Geraci.

56. <sup>no way</sup> President Tomanio's refusal to reimburse Plaintiff is malicious, wanton, willful and oppressive, justifying an award of punitive damages so that Defendant corporation's Directors

1 and Officers will not engage in such conduct in the future and  
2 make an example of them.

3  
4 WHEREFORE PLAINTIFF PRAYS for judgment against Defendant as  
5 follows:

- 6 1. For compensatory damages in the amount of \$1,027.28.  
7 2. For interest at the legal rate from and after June 25,  
8 2008.  
9 3. For \$5,000 damages for Defendant's fraud.  
10 4. For punitive damages according to proof.  
11 5. For reasonable attorney's fees and costs incurred  
12 herein.  
13 6. For such other and further relief as the court may deem  
14 just and proper.

15 Dated December 24, 2008

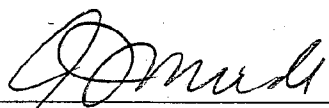
16  
17   
18 Arthur J. Minds, Plaintiff

19 **VERIFICATION**

20 I, Arthur J. Minds, am the Plaintiff in the above-entitled  
21 action. I have read the foregoing complaint and know the  
22 contents thereof. I hereby verify and affirm that the  
23 information and allegations contained herein is true and correct  
24 to the best of my knowledge, information or belief.

25 I declare under penalty of perjury that the foregoing is true  
26 and correct and that this declaration was executed at  
27 Clearfield, Pennsylvania.

28 Dated December 24, 2008

29  
30   
31 Arthur J. Minds, Plaintiff  
32

**FILED**

**JAN 07 2009**

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

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation.  
Defendant.

No. 08-2325-CD

RULE

AND NOW, this 8 day of JAN, 2009, it is hereby  
ORDERED that a Rule be granted upon the Plaintiff, Arthur J.  
Minds, to show cause why the preliminary objections filed by the  
Defendant, Machipongo Land & Coal Company, should not be granted.

Rule Returnable and argument thereon to be held the 5<sup>th</sup> of  
March, 2009, at 1:45 p.m., in Courtroom 1 of the  
Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH  
TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION,  
YOU MUST TAKE ACTION BY ENTERING A WRITTEN APPEARANCE PERSONALLY  
OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES  
OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED  
THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN  
ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER  
NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. 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  
CLEARFIELD, PA 16830  
(814) 765-2641, Ext. 5982

BY THE COURT,

  
Judge

FILED

01/08/09  
JAN 08 2009

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Any Naddo

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

JAN 08 2009

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1/8/09

☒ 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, PENNSYLVANIA  
CIVIL DIVISION

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

No. 08-2325-CD

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.  
Pa I.D. 202049

NADDEO & LEWIS, LLC.  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

04:00 PM  
JAN 12 2009

William A. Shaw  
Prothonotary/Clerk of Courts.

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Defendant's Preliminary Objections to  
Plaintiff's Complaint was served on the following and in the  
following manner on the 12<sup>th</sup> day of January, 2009:

First-Class Mail, Postage Prepaid

Arthur J. Minds  
260 S. Los Robles Avenue, Suite 331  
Pasadena, CA 91101

NADDEO & LEWIS, LLC

By James A. Naddeo  
James A. Naddeo  
Attorney for Defendant



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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

No. 08-2325-CD

Type of Case: Civil

Type of Filing:  
Praecipe for Appearance

Filed on Behalf of: Plaintiff

Counsel for this Party:

Ann B. Wood, Esquire  
Supreme Court No. 23364  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
(814) 765-5537

FILED

JAN 13 2009

William A. Shaw  
Prothonotary/Clerk of Courts

*2cc*  
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*copy to CIA*

*(611)*

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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

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No. 08-2325-CD

**PRAECIPE FOR APPEARANCE**

TO: William A. Shaw, Prothonotary, Clerk of Courts,

Please enter my appearance on behalf of the Plaintiff, Arthur J. Minds, in the above-captioned case.

BELL, SILBERBLATT & WOOD

By:

Date: January 13, 2009

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiff

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

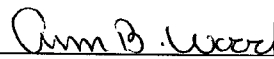
ARTHUR J. MINDS, an Individual,	:	
Plaintiff	:	
	:	
vs.	:	No. 08-2325-CD
	:	
MACHIPONGO LAND & COAL	:	
COMPANY, a Pennsylvania Corporation,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

I hereby certify that I had served a certified copy of the foregoing Praecipe for Appearance as filed on behalf of the Plaintiff, Arthur J. Minds, with reference to the above matter upon the following attorney for Defendant by hand delivering the same to him on January 13, 2009, at the following address:

**Attorney for Defendant**

James A. Naddeo, Esquire  
Naddeo & Lewis, LLC.  
208 East Market Street  
Clearfield, PA 16830

  
Ann B. Wood, Esquire  
Attorney for Plaintiff

CA

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

ARTHUR J. MINDS, an individual,  
Plaintiff

\* NO. 08-2325-CD  
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vs.

MACHIPONGO LAND & COAL COMPANY,  
a Pennsylvania corporation,  
Defendant

ORDER

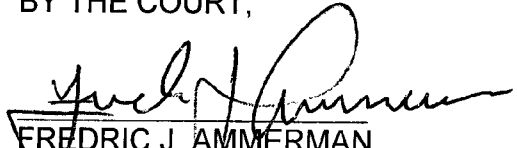
AND NOW, this 6<sup>th</sup> day of April, 2009, in consideration of the Preliminary  
Objections filed January 7, 2009 on behalf of the Defendant; it is the ORDER of this  
Court as follows:

1. The Preliminary Objections are granted to the extent that the following  
paragraphs are stricken from the Plaintiff's Complaint due to them being  
impertinent and irrelevant to Plaintiff's breach of contract claim; First  
paragraph 5, second paragraph 5, 6, 7, 8, 10, and paragraphs 43 through  
and including the first paragraph 53;
2. The Plaintiff's "fifth cause of action for fraud" beginning on page 12 of the  
Complaint is hereby dismissed with prejudice based upon the "gist of the  
action" doctrine. It is clear from reading the Complaint that the Plaintiff's  
claims are contractual in nature.

FILED 2cc Atty's.  
04/11/09 Wood  
APR 07 2009 Maddeo

William A. Shaw  
Prothonotary/Clerk of Courts

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

**FILED**

**APR 07 2009**

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

DATE: 4/1/09

       You are responsible for serving all appropriate parties.

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

       Plaintiff(s)   X   Plaintiff(s) Attorney        Other

       Defendant(s)   X   Defendant(s) Attorney

       Special Instructions:

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

No. 08-2325-CD

Type of Pleading:

**ANSWER AND NEW MATTER**

Filed on behalf of:  
Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820  
&  
Trudy G. Lumadue, Esq.  
Pa I.D. 202049

NADDEO & LEWIS, LLC.  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

Dated: May 1, 2009

**FILED** ICC  
0104201  
MAY 01 2009  
William A. Shaw  
Prothonotary/Clerk of Courts  
64

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

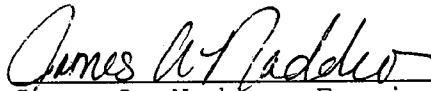
**NOTICE TO PLEAD**

TO THE PLAINTIFF:

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

NADDEO & LEWIS, LLC

By

  
James A. Naddeo, Esquire  
Attorney for Defendant

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

**ANSWER AND NEW MATTER**

NOW COMES the Defendant, Machipongo Land & Coal Company,  
and by its attorney, James A. Naddeo, Esquire, files the within  
answer to plaintiff's complaint and sets forth the following:

**I. THE PARTIES AND JURISDICTION**

1. Admitted in part, denied in part. It is admitted  
that Plaintiff is a resident of Pasadena, California. It denied  
as to the status of Plaintiff's employment after reasonable  
investigation Defendant is without sufficient information to  
form a belief as to the truth or falsity of said allegation. In  
further answer thereto, Plaintiff's employment status is  
irrelevant to this matter.

2. Admitted.

3. Admitted.

4. Admitted in part, denied in part. It is admitted  
that Defendant is a real estate holding company in that it holds  
property for the investment and production of income. It is



denied after reasonable investigation Defendant is without sufficient information to form a belief as to the truth or falsity of Plaintiff's averment as to the amount and exact types of property owned by the company. In further answer thereto, Defendant is in the process of having an abstractor research and document the same.

## **II. FACTS**

5. Stricken by Order of Court dated April 6, 2009, no answer is required.

6. Stricken by Order of Court dated April 6, 2009, no answer is required.

7. Stricken by Order of Court dated April 6, 2009, no answer is required.

8. Stricken by Order of Court dated April 6, 2009, no answer is required.

9. Denied. Defendant did not seek out or request Plaintiff to perform any work or service for Defendant. In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

10. Stricken by Order of Court dated April 6, 2009, no answer is required.

11. Denied. On the contrary, Defendant incorporates its New Matter as if the same were set forth at length herein.

12. Denied. Defendant did not engage, seek out or request Plaintiff's services. To the contrary, Plaintiff volunteered to assist Secretary Pataky in a limited capacity as described in New Matter which Defendant incorporates herein by reference as if the same were set forth at length.

13. Denied. Defendant was not relying upon Plaintiff's credentials because his services were never requested. To the contrary, Defendant was relying upon a belief that Plaintiff was a competent adult who could assist in the writing of letters to shareholders for the purpose of holding an annual meeting in compliance with required procedure.

14. Denied as stated. In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

15. It is admitted that Plaintiff mentioned items to Directors and Officers. In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

16. It is admitted that Plaintiff was not specifically advised that expenses would not be reimbursed without advance approval. In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

17. Denied. To the contrary, Defendant incorporates New Matter as if the same were set forth at length herein.

18. Denied in part, admitted in part. It is admitted that Plaintiff supplied an invoice to Defendant. Denied after reasonable investigation Defendant is without information sufficient to form a belief as to the truth or falsity of whether Plaintiff expended any funds and if so what amounts were expended and furthermore for what purposes said amounts were expended. Strict proof is demanded at trial. In further answer thereto, it is denied that any sums expended were for the sole benefit of the corporation and Defendant incorporates its New Matter as if the same were set forth at length herein.

19. Admitted. In further answer thereto, Defendant incorporates its New Matter as if the same were set forth at length herein.

### **III. ANSWER TO FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT**

20. Defendant incorporates by reference its answers to Paragraphs 1 through 19 as if the same were set forth at length herein.

21. Denied as stated. To the contrary, Defendant incorporates New Matter as if the same were set forth at length herein.

22. Defendant notes there are two Paragraphs numbered 22 in Plaintiff's Complaint. Denied as stated. On the

contrary, Plaintiff in volunteering his support services without a fee did technically offer to fund "overhead." In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

22. Denied after reasonable investigation Defendant is without information sufficient to form a belief as to the truth or falsity of whether Plaintiff expended any funds and if so what amounts were expended and furthermore for what purposes said amounts were expended. Strict proof is demanded at trial. Denied, states a conclusion of law as to Defendant's indebtedness to Plaintiff due to the "result of the contract." In further answer thereto, Defendant incorporates its New Matter by reference as if the same were set forth at length herein.

23. It is admitted that Plaintiff delivered an itemized invoice with accompanying copies or receipts to Defendant Treasurer. It is admitted that Defendant has not paid the full amount of the same. In further answer thereto, Defendant incorporates its New Matter as if the same were set forth at length herein.

WHEREFORE, Defendant, Machipongo Land & Coal Company, respectfully requests Your Honorable Court enter judgment in favor of Defendant and against Plaintiff, Arthur J. Minds.

#### **IV. ANSWER TO SECOND CAUSE OF ACTION FOR IMPLIED CONTRACT**

24. Defendant incorporates by reference its answers to Paragraphs 1 through 19 as if the same were set forth at length herein.

25. Admitted in part, denied in part. It is admitted that Plaintiff did assist Secretary Pataky during the time frame of February through May 2008. It is denied that all of the services Plaintiff states he offered were necessary or that any service beyond the assistance of writing of letters to shareholders for the purpose of holding an annual meeting in compliance with required procedure were desired or authorized by the corporation. To the contrary, Plaintiff on his own volition took measures that were unnecessary and not desired by the corporation none of which were directly or implicitly authorized by the corporation.

26. Denied as stated. On the contrary, Plaintiff in volunteering his services without a fee did technically offer to fund "overhead." In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

27. Denied. On the contrary, Defendant incorporates its New Matter as if the same were set forth at length herein.

28. Denied states a conclusion of law as to the existence of an implied contract between the parties to which no answer is required. In further answer thereto, Defendant

incorporates its New Matter as if the same were set forth at length herein.

29. Admitted in part, denied in part. It is admitted in so far as the amount of \$1,027.28 has not been paid by Defendant. In further answer thereto, Defendant incorporates its New Matter as if the same were set forth at length herein.

WHEREFORE, Defendant, Machipongo Land & Coal Company, respectfully requests Your Honorable Court enter judgment in favor of Defendant and against Plaintiff, Arthur J. Minds.

#### **V. ANSWER TO THIRD CAUSE OF ACTION FOR QUANTUM MERUIT**

30. Defendant incorporates by reference its answers to Paragraphs 1 through 19 as if the same were set forth at length herein.

31. Admitted. In further answer thereto Defendant incorporates its New Matter as if the same were set forth at length herein.

32. Denied as stated. On the contrary, Plaintiff in volunteering his services without a fee did technically offer to fund "overhead." In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

33. Denied. On the contrary, Defendant incorporates its New Matter as if the same were set forth at length herein.

34. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied. In further answer thereto, Defendant incorporates its New Matter as if the same were set forth at length herein.

WHEREFORE, Defendant, Machipongo Land & Coal Company, respectfully requests Your Honorable Court enter judgment in favor of Defendant and against Plaintiff, Arthur J. Minds.

#### **VI. ANSWER TO FOURTH CAUSE OF ACTION FOR UNJUST ENRICHMENT**

35. Defendant incorporates by reference its answers to Paragraphs 1 through 19 as if the same were set forth at length herein.

36. Admitted. In further answer thereto Defendant incorporates its New Matter as if the same were set forth at length herein.

37. Denied as stated. On the contrary, Plaintiff in volunteering his services without a fee did technically offer to fund "overhead." In further answer thereto, Defendant incorporates New Matter as if the same were set forth at length herein.

38. Denied. On the contrary, Defendant incorporates its New Matter as if the same were set forth at length herein.

39. Denied. In further answer thereto, if any portion would have been incurred by the corporation it would have been minimal for postage and no more.

40. Denied. No expenses incurred by Plaintiff were ever explicitly or tacitly approved by Defendant corporation through its agents, directors or its officers. To the contrary, Defendant incorporates its New Matter as if the same were set forth at length herein.

41. States a conclusion of law to which no answer is required. To the extent an answer may be required said averment is denied. The expenses incurred by Plaintiff provided no benefit to Defendant.

WHEREFORE, Defendant, Machipongo Land & Coal Company, respectfully requests Your Honorable Court enter judgment in favor of Defendant and against Plaintiff, Arthur J. Minds.

**VII. Dismissed by Order of Court dated April 6, 2009**

**NEW MATTER**

42. In or about, January 2008 Plaintiff volunteered to assist Secretary Pataky in the writing of letters to shareholders for the purpose of holding an annual meeting in compliance with required "notice" procedure. Said meeting was to be held in May of 2008.



43. That no expenses outside of the cost of paper for letters and postage were necessary or expected for this task.

44. That any necessary expenses as described in Paragraph 43 were to be appropriately submitted by Secretary Pataky.

45. That any instance where Plaintiff may have suggested other efforts to any officer or director of the corporation, it was understood that he was putting forth said efforts on his own volition, the same were not solicited, requested, desired or approved for the purposes of expenditures by the corporation or its agents.

46. That no action taken by Plaintiff that was allegedly to the benefit of the corporation of which he claims reimbursement was ever explicitly or impliedly approved or authorized by the corporation as an expense of which Plaintiff was authorized to expend funds on behalf of the corporation.

47. That Plaintiff was a shareholder of Defendant corporation at the time he incurred alleged expenses he invoiced to Defendant.

48. That Plaintiff desired to be elected as President at the May 2008 meeting and was taking measures (such as offering manuals) to show himself in a favorable light to gain votes for election and that said actions he was putting forth to

prepare for said meeting were to his sole benefit for this purpose.

49. That when Plaintiff failed to be elected as President he then after the fact submitted an invoice to the corporation for acts he had taken which were not requested, approved or authorized by the corporation.

50. That the Board of Directors considered the invoice of Plaintiff as submitted at the meeting of September 7, 2008 for reimbursement and authorized \$34.70 to be paid to Plaintiff. The same was reimbursement for a luncheon Plaintiff funded for all shareholders present at the May 2003 meeting. All other expenses submitted on the invoice were disallowed by the Board. A true and correct copy of the minutes pertaining to this vote are attached hereto as Exhibit "A" see item 2 of page 4.

51. That Defendant paid the amount of \$34.70 to Plaintiff as approved and authorized by the Board.

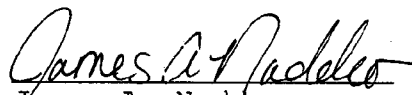
52. That the customary corporate procedure for reimbursement of expenses which has been followed since 2004 is as follows: Only directors and officers are authorized to expend funds on behalf of the corporation. In order to be reimbursed and/or paid the expenditures are submitted by the officer and/or director to the Board for approval.

53. It is believed and therefore averred that Plaintiff as a shareholder of the corporation had knowledge of the customary corporate procedure as described in Paragraph 52.

54. That Plaintiff's claim is barred by the statute of frauds.

WHEREFORE, Defendant, Machipongo Land & Coal Company, respectfully requests Your Honorable Court enter judgment in favor of Defendant and against Plaintiff, Arthur J. Minds.

Respectfully submitted,

By:   
James A. Naddeo  
Attorney for Defendant

V E R I F I C A T I O N

I, Patricia J. Tomanio, verify that I am the President of Machipongo Land & Coal Company and that I am authorized to execute this verification and further that the statements made in the foregoing Answer to Complaint are true and correct upon my personal knowledge or 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.

Machipongo Land & Coal Company

By:

  
Patricia J. Tomanio  
Defendant

Dated: 4-22-09

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD


CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Answer and New Matter was served on the  
following and in the following manner on the 1<sup>st</sup> day of May, 2009:

Hand-delivered

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By   
James A. Naddeo  
Attorney for Defendant

**Machipongo Land & Coal Company**  
**Revised Minutes of Board of Directors Meeting**  
**September 7, 2008, 8:00 p.m. EDT, teleconference**

**Confirmation of Notification**

Secretary Geraci confirmed that she had notified all Directors of the meeting via return receipt postal mail and has received the receipt notices.

**Attendance**

The following Directors were present for the meeting:

- Patricia A. Tomanio, Director, President
- G. Martin Shimmel, Director
- Judith B. Geraci, Director, Secretary

The following Directors were absent from the meeting:

- J. Arthur Minds, Director
- Arthur J. Minds, Director

The following Officers were present for the meeting:

- Ray Pursley II, Vice-President
- Judith Pursley, Assistant Secretary

**Ascertainment of Quorum**

A quorum of Directors was present to conduct business.

**Call to Order**

The meeting was called to order at 8:02 p.m. by PA Tomanio.

**Secretary's Report, JB Geraci**

Secretary Geraci confirmed that the minutes from the Board meeting held on August 8, 2008 had been distributed to all Directors in advance of the current meeting. Two typos were corrected. There were no other objections or corrections. PA Tomanio called for acceptance of the minutes. The minutes were approved as revised and are attached as Exhibit A.

**Old/Ongoing Business**

- **Custody of corporate records** – President Tomanio noted that corporate attorney James Naddeo had received in response to the second of two letters to J. Arthur Minds a formal refusal from Mr. Minds to turn over the corporate records. A motion was made, seconded, and passed that President Tomanio request Mr. Naddeo to contact Mr. Minds stating that Machipongo would petition the replevin court to require return of the corporate records with legal fees for the action to be paid by J Arthur Minds.
- **Legal opinion on validity of teleconference Board meetings** – President Tomanio noted that in several conversations with Mr. Naddeo, he had affirmed the validity of holding teleconference Board meetings, but that we did not have this statement in writing. It was moved, seconded and passed that Mr. Naddeo be requested to put this opinion in writing.

**New Business**

- **Review of draft Coal Lease** – The draft Coal Lease that had been provided as part of the meeting materials to all Board members prior to the meeting was reviewed. The draft Coal

*Exhibit "A"*

Lease is based upon the Leases currently in use for Machipongo contracts with the Finney and Dotts coal reclamation projects. Ms. Pursley noted that the draft Lease had been reviewed and approved by Mr. Naddeo. It was moved, seconded, and passed that the Lease be approved for use and that any changes requested by a coal contractor be subject to legal review by the corporate attorney prior to signing. The approved blank Coal Lease is attached as Exhibit B.

- **Review of draft Timber Contract** – The draft Timber Contract that had been provided as part of the meeting materials to all Board members prior to the meeting was reviewed. Ms. Pursley noted that the draft contract had been reviewed and approved by Mr. Naddeo. Martin Shimmel, Chair of the Timber and Harvesting Committee, proposed some minor revisions and additions. It was moved, seconded, and passed that the Contract as revised be approved for use. The approved blank Timber Contract is attached as Exhibit C.
- **Review of draft Prescriptive Right License Agreement** – The draft Prescriptive Right License Agreement that had been provided as part of the meeting materials to all Board members prior to the meeting was reviewed. Ms. Pursley noted that the agreement had been reviewed by Mr. Naddeo, who confirmed that its use would provide adequate legal documentation of Machipongo ownership of encroached lands. Mr. Naddeo had stated that the correct title for such a document is not "Encroachment Agreement," as originally drafted, but "Prescriptive Right License Agreement." The document had been so revised prior to the meeting. Mr. Pursley, Chair of the Mineral Rights and Property Encroachments Committee, proposed, and the Board agreed, that the Agreement be amended to allow cash payment with a signed receipt as an alternative to payment by bank check. It was moved, seconded, and passed that the revised Agreement be approved for use. The approved blank Prescriptive Right License Agreement is attached as Exhibit D.
- **Review of Waiver of Liability for removing firewood from Machipongo habitat piles** – The draft Waiver of Liability specific to firewood removal that had been provided as part of the meeting materials to all Board members prior to the meeting was reviewed. The Waiver had been drawn up in response to a petition from a Machipongo neighbor to conduct such firewood removal. It was agreed that the Waiver be amended to provide for identification of the location of such firewood removal. It was moved, seconded, and passed that the Waiver as revised be approved for use in response to the petition. Mr. Pursley asked for clarification regarding the Authorized Machipongo Representative empowered to sign for Machipongo. It was moved, seconded, and passed that the Chair of the Mineral Rights and Encroachments Committee be empowered to sign the Waiver as an authorized representative of Machipongo. The approved Waiver of Liability for Firewood Removal is attached as Exhibit E.
- **Review of Waiver of Liability for removing junked appliances from Machipongo land** – The draft Waiver of Liability specific to removal of junked appliances that had been provided as part of the meeting materials to all Board members prior to the meeting was reviewed. The Waiver had been drawn up in response to a petition from a Machipongo neighbor to conduct such removal. Mr. Pursley pointed out that this kind of removal effort would include scrap metal, which definition includes junked appliances. After discussion, it was agreed that the Waiver be rephrased as specific to "any scrap metal for resale." In addition, the term permitted for such removal was discussed. It was decided that a term of two months be specified in the Waiver. It was moved, seconded, and passed that the Waiver as revised be approved for use in response to the petition and that the Chair of the Mineral Rights and Encroachments Committee be empowered to sign the Waiver as an authorized representative of Machipongo. The approved Waiver of Liability for Scrap Metal Removal is attached as Exhibit F.
- **Abstraction of Machipongo holdings from original warrant** – President Tomanio reported that in a recent meeting with Mr. Naddeo, the issue of investing in a project to provide title abstraction for Machipongo holdings going back to the original warrant was discussed. Mr. Geraci reported that in a subsequent telephone discussion with Mr. Naddeo, who proposed excluding from the abstraction effort the residential lots and including nine or ten major

parcels. The cost for this undertaking could range from \$2,500 to \$10,000, depending on its complexity. The title abstractor charges \$35/hour, and Mr. Naddeo's time to review and interpret the abstracts is billed at \$200/hour. It was agreed that this would represent a significant investment for Machipongo but that it would be desirable to be able to provide definitive warranty of title for prospective development efforts. Mr. Pursley asked whether it would be necessary to conduct title abstraction for parcels already covered by the Keller Engineering and Land Mapping survey results and existing deeds. Ms. Pursley proposed, and the Board agreed, that Machipongo provide the abstractor with copies of existing surveys and deeds (assuming the return of the corporate records) in order to reduce the cost of the new effort. It was moved, seconded, and passed that voting on undertaking an abstraction effort be tabled for now, pending discussion with Mr. Naddeo regarding the possibility of a more limited, and thus less expensive, abstraction project.

- **Budget, Strategic Planning & Risk Management Committee meeting** – President Tomanio noted that we need to hold a meeting of the Budget, Strategic Planning & Risk Management committee but that, in order to do so, we need more accurate financial information from Julianne Nestlerode, Treasurer. Ms. Tomanio had been told by the Treasurer that all financial information had been sent to Mr. Claude Schmitt, Chair of the Financial Review Committee, approximately two and one-half weeks earlier. The Board agreed that the financial information provided by Ms. Nestlerode to the Board for consideration at this meeting was inadequate and that Ms. Tomanio would require that Ms. Nestlerode provide all financial information to Ms. Tomanio, Mr. Schmitt, and Ms. Geraci, including income and outgo and running balance in order to facilitate financial review and creation of a budget by the committee. It was noted that, in terms of Risk Management, Machipongo had responded within the timeframe required to the notices received from the Houtzdale Borough Code Enforcement officer regarding a property maintenance code violation for grassy weeds and inadequate fencing around the Houtzdale airshaft. The property in question has been mowed. The land around the airshaft has been graded, an obstructing tree (of no timber value) removed, and a six foot chain-link fence installed around the slab covering the airshaft. No Trespassing signs have been posted within the fencing. Both the mowing and the airshaft fencing were done by Mr. Thomas Baer.

#### **Call for Introduction of Additional New Business**

- **Assignment of Timber Contract** – Martin Shimmel, as Chair of the Timber & Harvesting Committee, reported that he had held telephone interviews with all four timbermen responding to the Machipongo advertisement placed in the Clearfield *Progress* seeking selective harvesters. Of the four, Mr. Shimmel judged one to be insufficiently experienced but stated that the other three were all strong candidates and recommended that, based on several factors, the timber contract be awarded to Thomas "Cub" Baer. Mr. Shimmel stated his intention to hold additional discussion with Mr. Baer regarding specific timbering practices to be employed. It was moved, seconded, and passed that the contract be awarded to Mr. Baer for a term of five years. Mr. Shimmel's full report to President Tomanio is attached as Exhibit G.
- **Review of Financial Information** – The financial information provided by Ms. Nestlerode was reviewed and it was noted that the Verizon invoice appears to be significantly past due and that current financial obligations exceed cash available in the CNB checking account. It was moved, seconded, and passed that Ms. Tomanio authorize Ms. Nestlerode to transfer \$5,000 from the Heritage Cash Trust to the CNB checking account and that Ms. Nestlerode be instructed to pay the outstanding obligations to Verizon, Walter Hopkins, Judith Pursley, Ray Pursley, and Thomas Baer no later than September 12, 2008. The property taxes are to be paid by October 1, 2008.
- **Keller Engineering CAD drawings** – It was moved and seconded that Ms. Tomanio require Ms. Nestlerode to provide Ms. Geraci with the original CAD files provided by Keller Engineering for Machipongo property. These files will be kept with the corporate records.



- **QuickBooks registration** – It was agreed that Ms. Tomanio inquire of Ms. Nestlerode whether the QuickBooks software purchased by Machipongo is registered to Machipongo.
- **Expense Reimbursement Submission from Arthur J. Minds** – Invoice #5264 received from Arthur J. Minds for \$1,027.28 was reviewed. Expenses not specifically authorized by the previous Machipongo Board were disallowed. It was moved, seconded, and passed that Mr. Minds be reimbursed \$34.70 of the expenses submitted. Ms. Nestlerode is to send the reimbursement check to Ms. Geraci to forward to Mr. Minds with an explanatory cover letter.
- **Haines Deed** – Ms. Pursley reported that Ralph Haines, who has petitioned Machipongo for permission to remove firewood, had, with his wife, Autumn Haines, bought 0.0684 acre of land from Machipongo on September 6, 2001 for \$1,500. Machipongo has a copy of the deed, which was signed by Robert D. Jones, Carol Pataky, and attorney Joseph Colavecchi.
- **Encroachments** – It was moved, seconded, and passed that Mr. Pursley, as Chair of the Mineral Rights and Encroachments Committee, be authorized by the Board to contact encroachers of Machipongo Land & Coal Company in an attempt to resolve such encroachments amicably.
- **Directors and Officers Insurance** – Ms. Pursley reported that she had received a report from Claud Schmitt, Chair of the Financial Review Committee, regarding the D&O Insurance proposal provided by Ms. Nestlerode. Mr. Schmitt recommends that Machipongo not invest in such insurance at this time, as he could find no insurance company that could provide such a policy for a company of our size.

#### **Summary of Action Items**

A summary of action items resulting from the meeting is attached as Exhibit H for follow-up/incorporation into agenda for next meeting, as required.

#### **Establishment of Date and Time for Next Special Board Meeting**

It was agreed that the Board shall reconvene on Sunday, November 9, 2008, at 8:00 pm EDT. In the meanwhile, should anything arise requiring Board action, a meeting will be called as needed. Secretary Geraci noted that, per Pennsylvania statute 1707, which overrides Machipongo bylaws, email notification of meetings is sufficient and will be used in future to notify Directors of Machipongo Land & Coal Company of meeting dates and agendas.

#### **Adjournment**

It was moved by Mr. Shimmel and seconded by Ms. Geraci that the meeting be adjourned. The meeting was adjourned at 11:07 p.m. September 7, 2008.

Respectfully submitted,

J.B. Geraci,  
Secretary  
Machipongo Land & Coal Company

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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

No. 08-2325-CD

Type of Case: Civil

Type of Filing:  
Answer to New Matter

Filed on Behalf of: Plaintiff

Counsel for this Party:

Ann B. Wood, Esquire  
Supreme Court No. 23364  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
(814) 765-5537

FILED acc. Amy Wood  
0/1:56am  
MAY 21 2009 (64)

William A. Shaw  
Prothonotary/Clerk of Courts

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

ARTHUR J. MINDS, an Individual,	:	
Plaintiff	:	
	:	
vs.	:	No. 08-2325-CD
	:	
MACHIPONGO LAND & COAL	:	
COMPANY, a Pennsylvania Corporation,	:	
Defendant	:	

**ANSWER TO NEW MATTER**

COMES NOW, ARTHUR J. MINDS, Plaintiff, by his attorney, Ann B. Wood, Esquire, and files his Answer to Defendant's New Matter as follows:

42. Paragraph 42 of the Defendant's New Matter is denied as stated and, on the contrary, it is averred that in January 2008, the Plaintiff agreed to assist then Directors, Patricia Tomanio, Carol Pataky and Julia Ann Nestlerode in an advisory capacity regarding the responsibilities, duties and obligations of the Board of Directors in their efforts to fulfill responsibly their duties and obligations as Directors for the Defendant corporation and work to properly set up the annual shareholder's meeting including the giving of proper notices among other things. The disorganization and confusion of these Directors and request for Plaintiff's assistance arose following his investigation as a shareholder and as agent for Directors Pataky and Nestlerode into issues of possible mismanagement and malfeasance by the President and dereliction of duty of the Directors to oversee the officers which resulted in the sudden resignations of Directors Judith Geraci, Martin Shimmel and Julia Gaskill along with the resignation of the director and President Raymond Pursley.

43. Paragraph 43 of the Defendant's New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff's out-of-pocket expenses were ordinary and necessary expenses incurred as part of his requested assistance to the remaining Directors in the organization, documentation and conducting of a corporate annual meeting of the shareholders and including securing documentation necessary to provide information and direction to these Directors in response to their request for assistance and inquiries as to appropriate practices and procedures for the proper setting-up of the shareholders meeting as well as the securing of information necessary to provide to the shareholders for purposes of the meeting which assistance was requested, accepted and acknowledged by the then existing Directors along with their acknowledgment that certain out-of-pocket expense was incurred in providing this material for their use.

44. Paragraph 44 of Defendant's New Matter is denied as stated and, on the contrary, it is averred that any expenses that may have been incurred and submitted by Secretary Pataky are irrelevant to the out-of-pocket expenses incurred by the Plaintiff which are claimed for purposes of reimbursement in this proceeding.

45. Paragraph 45 of Defendant's New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff's guidance and administrative expertise in the planning, organization and staffing of the annual meeting was solicited, requested, desired and approved by the various Directors individually and/or as a group with all of the Directors including Director Tomanio specifically requesting advice and/or preparation of documents for use by the Directors as is evidenced in a series of e-mail correspondence, copies of which are attached hereto as Exhibit "A"

46. Paragraph 46 of Defendant's New Matter is denied as stated and, on the contrary, it is averred that in many instances, one or more of the Directors was present at the time the expenses were incurred and/or have made reference to or made use of references and informational sources provided by the Plaintiff. In addition, the Plaintiff was requested to assist in the preparation of the meeting itself which required his being involved and making expenditures at the meeting location including working with the contractor hired by the Defendant corporation to tabulate shareholder voting in terms of that set up which was required in advance of the meeting.

47. Paragraph 47 of Defendant's New Matter is admitted.

48. Paragraph 48 of Defendant's New Matter is denied as stated and, on the contrary, it is averred that the annual meeting of the shareholders is for the purpose of the shareholders electing Directors not officers. The corporate bylaws in effect during the period leading up to the meeting provided that the Board of Directors elect officers immediately following the election of Directors. Plaintiff, in fact, proposed and supported a bylaw amendment which was included in the agenda of the annual meeting and which was approved by the shareholders at the annual meeting, providing for the deferral of the election of officers by the Board of Directors at a subsequent period to allow for an orderly transition and careful consideration of candidates for corporate offices.

49. Paragraph 49 of Defendant's New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff prepared the invoice for the out-of-pocket expenses incurred on behalf of the corporation following the conclusion of the annual meeting when all the invoices and documentation of the expenses was appropriately available .

50. Paragraph 50 of Defendant's New Matter is denied as stated and, on the contrary, the Plaintiff having challenged the validity of the purported meeting of the Board of Directors which

allegedly took place September 2, 2008, any action taken at that meeting is unknown to the Plaintiff as to any review of the invoices submitted and the Plaintiff, after reasonable investigation is unable to determine the proof of the allegations or the validity of the purported Minutes attached as Exhibit "A" and strict proof thereof is demanded at trial.

51. Paragraph 51 of Defendant's New Matter is denied as stated and, on the contrary, it is averred that the Defendant did tender a check in the amount of \$34.70 conditioned upon it being accepted as payment in full for Plaintiff's out-of-pocket expenses which payment and conditions the Plaintiff rejected.

52. Paragraph 52 of the Defendant's New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff having not been a corporate officer or director from 2004 through May 10, 2008, does not have information as to the normal practice and procedure for reimbursing officers and Directors, and such practice or procedure, in any event, is irrelevant as Plaintiff at all times during which expenses were incurred was acting as a third party vendor. Finally, it is averred that the out-of-pocket expenses that were incurred by the Plaintiff were done so with the regular consultation and approval of one or more of the then existing Directors as the Plaintiff provided his expertise to assist in their attempts to give proper notice and properly run the annual shareholders meeting.

53. Paragraph 53 of the Defendant's New Matter is denied as stated and, on the contrary, it is averred that the Plaintiff as shareholder was not in a position to have knowledge of the corporation's practices and procedures for reimbursing officers and Directors. In further answer, the Plaintiff would incorporate his answer to Paragraph 52 as hereinbefore set forth.

54. Paragraph 54 of the Defendant's New Matter being a legal conclusion, no answer is required thereto.

WHEREFORE, Plaintiff respectfully requests the Honorable Court to enter judgment in favor of the Plaintiff, Arthur J. Minds, and against the Defendant, Machipongo Land & Coal Company.

Date: May 21, 2009

BELL, SILBERBLATT & WOOD

By:


Ann B. Wood.

Ann B. Wood, Esquire  
Attorney for Plaintiff

**VERIFICATION**

I verify that the statements made in this Answer to New Matter 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.

Date: May 21, 2009

  
Arthur J. Minds, Plaintiff



## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 18, 2008 11:11 AM  
**To:** Art Minds  
**Subject:** Directors meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Art,

Is a meeting OK for Tuesday at 8PM our time or Wednesday night same time. We are ready to get together... Let me know what is best for you..

Art I have a title for you that should cover asll your jobs. You are our OMBUDSMAN . What do you think? That will really floor them Pat

Patricia  
Certified Media Placement Specialist  
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For questions or concerns, please call or contact me at  
[paterato@ptd.net](mailto:paterato@ptd.net)  
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## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 21, 2008 6:14 PM  
**To:** Art Minds  
**Subject:** Great Work

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Ombudsman Art,

Great work on your letter to Gary . That was really wonderful and right to the point. I loveit! Sorry that is not a business remark but duly accurate, Mr. Naddeo is really going to represent MLCC. That is good news, because we have much for him to do... We are really proud to have you helping MCLL. Thanks! Thanks! Thanks! Patty

Patricia

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## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 23, 2008 8:11 AM  
**To:** Julia A Nestlerode; Carol Pataky; Art Minds  
**Subject:** Happy Easter!

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Good Morning,

I just wanted to say Happy Easter to you all and thanks for all your doing on behalf of MLCC. I hope the shareholders appreciate your efforts. Have a great day! Pat

Patricia  
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## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 26, 2008 7:59 PM  
**To:** Julia A Nestlerode; Carol Pataky; Art Minds  
**Subject:** Sample letter for your approval.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Hi Julianne, Carol and Art,

Here is a sample letter to send to the shareholders. Does this meet with approval. If there are changes let me know. Patty

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## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 27, 2008 8:30 AM  
**To:** Art Minds  
**Subject:** Re: Review of Sample letter for your approval.

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Art,

You are right. I am trying to communicate too much on the same letter. I thought this was OK since the three of us agreed on the criteria. Perhaps it would be faster if you put the letter together. I did not realize this had to be on separate sheets. I was trying to condense when I should not have.

You're email of 3-24 List of resolutions. We need help with 1,2,3,4, I am not up on these resolutions, but see that you have several samples. I have read all of them and see many involve changing the company name et. Can you do these for us so that we can do this right since time is running out. I also must talk with you on a couple of points. Today I received a letter from Atty: Lape... Also Julia L. Gaskill keeps calling me.. Patty

Patricia

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----- Original Message -----

**From:** Art Minds

**To:** Patricia Tomanio

**Cc:** Carol Pataky ; Julia Anne Nestlerode

**Sent:** Thursday, March 27, 2008 3:59 AM

**Subject:** Review of Sample letter for your approval.

Hi Patty,

Some quick comments on the letter.

I believe it's very confusing.

I take it this is not the "official" notice of annual meeting, which should be drafted as a stand-alone formal document, that ends up being attached to the minutes, and is every bit as formal as the minutes. Proof of notice is usually the first agenda item on a meeting agenda, and it will reference the written notice attached to the minutes as Exhibit A.

I presume this is a "Save the Date" type of letter, which is also intended to convey information about the location, and special discount arrangements that have been made with the hotel.

I would include a separate "Accommodations" sheet, and perhaps location map, which could probably be found on the internet, that would show the cul-de-sac where the Hampton Inn is located, along with the other adjacent hotels and restaurants. On that separate sheet could be information about deadlines for taking advantage of the discounted rates, and perhaps provide phone numbers of the other hotels (there's a Holiday Inn Express which I've stayed at many times, and another hotel or two, but I forget the names. I believe they're all owned by the Shaner Hotel Group. I see you included an

email address of a person, but I believe that's the person that books the meeting rooms, not hotel rooms.

You mention "our standards" for Directors, but there are no "our standards" that have been adopted. This is a "gotcha" item that the Memphis/Seattle connection will nail you on. As a Board, you need to adopt a formal resolution, setting for the preamble that it is in the best interests of the corporation that standards be established for qualification of Directors to be nominated and to serve on the Board. Therefore, the following criteria shall be taken into account in evaluating nominations for Directors: (1) .... (2) ... (3) .... Etc. Be very specific (for example, you mention in your letter "commitment to Board meetings". What does that mean? It's way to vague. Does it mean "Committed to attend Board meetings in person" which I think it should. Not sure why Basic computer skills is a prerequisite (this isn't a clerical position, it's an executive decision-making position). You all, up to now, have presumed that you're to provide the clerical duties, but as you all can see, it's not feasible or practical, because the important decision making gets shunted aside. This list of qualifications should be given serious consideration, and you should draw on other examples from other corporations, which you can find by researching on the internet.

It's important that in mentioning those qualifications, that you phrase it correctly that "the Board of Directors has adopted by resolution the following qualifications for Directors to be nominated and to serve as a Director:" etc.

In your letter, you also mention that there are two vacancies for nomination. That's confusing with the nominations you are seeking for the Annual Meeting election (isn't that the purpose of this letter?) Or am I completely confused? The Bylaws provide that the Board appoints those replacements, which you don't need to include in this notice. But your appointments should come after you've adopted the qualifications resolution.

I think you're trying to communicate too much information about too many different topics on one page.

I also noticed that your nomination form only provides for "self nomination." Directors are not required to be shareholders, and there's no provision for nominating outside directors, or even other shareholders.

Sorry if my comments seem brusque, but it's late and I wanted to get something to you because I have a very busy day tomorrow.

Art

On 3/26/08 7:59 PM, "Pat" <paterato@ptd.net> wrote:

Hi Julianne, Carol and Art,

Here is a sample letter to send to the shareholders. Does this meet with approval. If there are changes let me know. Patty

Patricia

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paterato@ptd.net

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## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 28, 2008 8:23 AM  
**To:** Art Minds  
**Subject:** Hotel Letter again

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Art,

Made changes on the Hotel letter. Is this OK now. Must get the nomination letter done, because these must go out pronto. The resolutions and consent forms are super. You really are a blessing for us. We could not have done this without your expertise. When I worked for the state with PASR these resolutions were done and all I had to do was the implementation of them. I am developing an appreciation for covering our asses. I hope you get your photos done on time. Pat  
Patricia

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## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 28, 2008 9:35 AM  
**To:** Art Minds  
**Subject:** Try Again for letter  
**Attachments:** hotel info to MLCC Shareholders 3-28-2008.doc; MLCC Call for Nominations & Attendance.docx

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Art,  
I'll try again... Here are two leeter.. Your opinion please. Pat

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**MACHIPONGO LAND AND COAL COMPANY**

**Call for Nominations**

The Board of Directors of MLCC has appointed J Arthur Minds as a member of the board effective March 28, 2008 until the May 10, 2008 shareholders meeting when a new board will be elected by the shareholders. The Board of Directors of MLCC now consists of 4 members. Patricia Tomanio President, J Arthur Minds Vice President, Carol Pataky Secretary and Julianne Nestlerode Treasurer.

The board of MLCC is requesting nominations to stand for election to the Board at the Annual shareholders meeting May 10. The criterion for serving on the board is enclosed. (See Resolution One) If you meet our criteria and are interested in being nominated to the board of directors of MLCC please submit your name or someone else's for the nomination process by checking one of the boxes below and sign your name on the line provided. We must have these requests by April 10, 2008 so we can mail the nominees a questionnaire for completion to give to the shareholders. No nominations will be made or accepted from the floor.

Any shareholder that has already responded to Arthur James Minds mailing with shareholder nominations or confirmation of attending need not reply again.

We look forward to seeing you at our annual meeting!

Sincerely  
Patricia Tomanio  
President

Cut on this line and send to Carol Pataky, Secretary

Name of Nominee if not Yourself \_\_\_\_\_

Nominee Signature \_\_\_\_\_

I plan to attend the Annual MLCC Shareholders Meeting. Yes \_\_\_\_ NO \_\_\_\_

There will be \_\_\_\_ number attending with me.

Send the bottom of this letter to: Carol Pataky, Secretary  
2529 Meadow Road  
Clearfield, PA 16830

## MACHIPONGO LAND AND COAL COMPANY

March 28, 2008

DEAR SHAREHOLDERS:

SAVE THE DATE of Saturday, **May 10, 2008 at 10:00 am**, at The Hampton Inn & Suites, 1955 Waddle Road, State College, PA 16803 for the annual shareholders meeting of **Machipongo Land and Coal Company**. An agenda for the annual meeting will be mailed under separate cover in a few weeks.

This notice is to let you know a block of rooms have been reserved at the Hampton Inn & Suites, at a group rate of \$106.00 per night. Should you need a room for the evenings of May 9 and or 10, please phone the Hampton Inn directly at 814-231-1899 and ask for the block that is reserved under **Machipongo Land and Coal Company**. You will need to give your credit card information at that time. These rooms will only be held until **April 15, 2008** and then will be released.

Several other hotels are located in this cul-de-sac, including a Holiday Inn Express and Spring Hill Suites, as well as several restaurants.

Should you need directions, please visit the **HamptonInns.com** website .

For anyone needing a room, hope this is somewhat helpful.

Also, please find attached Nomination for Election to the Board of Directors to be completed and returned by **April 10, 2008**.

Sincerely,

Patricia Tomanio  
Patricia Tomanio  
President

## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** March 29, 2008 7:05 PM  
**To:** J Arthur Minds; Julia A Nestlerode; Carol Pataky; Art Minds  
**Subject:** Gas Lease

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Art,

I received the gas lease and info you send me. I see this company is certainly professional and knowledgeable in their field. I do recall you said you were having an attorney look this contract over. Good because I know nothing about gas leases. I do have some questions and concerns about this one. Perhaps you could answer my concerns or tell me if they are unfounded as stated. My first concern is with #2. with 90 consecutive days continuance. This could go on for a long time if not clarified.

#4 1/8 should be on the gross not the net. They could add several expenses which would cut down the net. 1/4 would also be a better amount on the gross. #18 extension payment of \$50. per acre for the net mineral acres (Should be gross) \$100. would be better. and is this just payment to renew the lease in the primary status, or is this amount up front payment for the next 5 years. if so not good. If this is up front to continue for another 5 years under the same terms that is good.

What about on site inspection by the lessor? Are we permitted at any time. If they cut down timber, do we get the sale of the timber or is that their income as well. Reclamation of the land area other than putting the pipes underneath. Do they restore what they have damaged..

#1 at the end. Does this include clay? Is that another name for shale? Does this lease include all mineral rights found on the land in question?

These are the concerns I have so far.... What do you think? Am I being too picky? Let me know.... Patty

Patricia

Certified Media Placement Specialist  
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International: 1-480-355-5612 Ext. 13483

For questions or concerns, please call or contact me at  
[paterato@ptd.net](mailto:paterato@ptd.net)

Thank You for contacting THE NEW ONE-STOP STORE!

Have a Super Day!

## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** May 12, 2008 6:06 PM  
**To:** Art Minds  
**Subject:** Re: Congratulations!

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Art,  
Congratulations to you too! You taught all of us a lot and we appreciate it. You worked very hard to get us all into shape. It must have been exhausting at times. We all worked together very well. Sure we got mad or hurt at times, but thats only natural when everyone is trying so hard. Endurance is the name of the game too! Sounds good about Nancy Sylvester In the questionnaire about the meeting. I'm sure they will have some ideas for improvement. Ask about skills or talents for committees if we can. If we keep them busy on some topic they will be happy and work together to be a part of the whole. We must keep the outspoken busy & channelled if you know what I mean. I think it is wonderful that you and your dad are going to the court house to check the original transfer of land. You will probably find some real interesting discoveries. Whoa! That is going to be a real celebration next week. What are the dates on your return and their special days. I must send them something. Thats quite a record. Give me some ideas... Patty

----- Original Message -----

**From:** Art Minds  
**To:** Patricia Tomanio  
**Cc:** J. Arthur Minds ; Julia Anne Nestlerode ; Carol Pataky  
**Sent:** Monday, May 12, 2008 10:42 AM  
**Subject:** Congratulations!

Hi Pat,

I want to thank you for such an excellent job conducting the meeting. You kept everyone under control, and make the points that needed to be made. You got many of the votes I controlled by proxy. I know I was a pain in the butt to you on many occasions, and I appreciate your patience with me. Overall, I think everyone was pleased with the entire meeting.

I purchased two of the pamphlets from Nancy Sylvester, the parliamentary consultant, and at the back of one of them she includes an evaluation form for the attendees. It would require some modification for our purposes, but if you want, I'll take a stab at making some changes and forward it to you and the other directors for review and comment. I think it would be useful to send a survey out to the shareholders personally attending while the meeting is fresh in their memory, to better prepare for next year's meeting.

My Dad and I are going into the County Clerk's Office today to do some title searching on the original transfer of property to Machipongo from Elizabeth K. Minds, as well as any other deeds on which Machipongo appears as either grantor or grantee. If there are parcels that were deeded to Machipongo, and that have not been sold or transferred to others, then they should all appear on the tax assessors records.

We'll have to have schedule some preliminary working sessions with the new Board members to handle transitional matters. I return to Pasadena tomorrow, but will be back next week for my Mom's 80th and Dad's 83rd birthdays, and their 59th wedding anniversary.

Cheers,

Art

## Art Minds

---

**From:** Pat [paterato@ptd.net]  
**Sent:** May 14, 2008 10:59 AM  
**To:** Art Minds  
**Subject:** Re: Annual Meeting evaluation form

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** AJM vs Machipongo litigation

Art,  
Questionnaire looks good! Are the minutes of the meeting ready so that we can include them in the mailing. Patty

----- Original Message -----

**From:** Art Minds  
**To:** Patricia Tomanio ; J. Arthur Minds ; Carol Pataky ; Julia Anne Nestlerode  
**Sent:** Wednesday, May 14, 2008 12:33 AM  
**Subject:** Annual Meeting evaluation form

Directors,

Please review the attached evaluation form, and provide any comments, additions, or suggestions.

I would have liked to have an evaluation form for distribution and collection at the end of the meeting, but if we get something out this week, it will still be fresh in the minds of those attending. This would only go to those shareholders that personally attended the meeting, along with a return envelope.

Art

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

ARTHUR J. MINDS, an Individual,	:	
Plaintiff	:	
	:	
vs.	:	No. 08-2325-CD
	:	
MACHIPONGO LAND & COAL	:	
COMPANY, a Pennsylvania Corporation,	:	
Defendant	:	

**CERTIFICATE OF SERVICE**

I hereby certify that I had served a certified copy of the foregoing Answer to New Matter as filed on behalf of the Plaintiff, Arthur J. Minds, with reference to the above matter upon the following attorney for Defendant by mailing the same to him by U.S. First Class Mail, Postage Prepaid on May 21, 2009, as follows:

Attorney for Defendant

James A. Naddeo, Esquire  
Naddeo & Lewis, LLC.  
P.O. Box 552  
Clearfield, PA 16830

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiff

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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

No. 08-2325-CD

Type of Case: Civil

Type of Filing:  
Praecept for Arbitration

Filed on Behalf of: Plaintiff

Counsel for this Party:

Ann B. Wood, Esquire  
Supreme Court No. 23364  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830  
(814) 765-5537

**FILED**  
AUG 20 2009  
01 2:30 PM  
William A. Shaw  
Prothonotary/Clerk of Courts  
1 sent to  
ATTN

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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

No. 08-2325-CD

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

PRAECIPE FOR ARBITRATION

TO: William A. Shaw, Prothonotary, Clerk of Courts,

Please place the above-captioned case on the Arbitration List.

BELL, SILBERBLATT & WOOD  
BY:

Date: Aug 20, 2009

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiff



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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

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No. 08-2325-CD

**CERTIFICATE OF SERVICE**

I hereby certify that I had served a certified copy of the foregoing Praecipe for Arbitration as filed on behalf of the Plaintiff, Arthur J. Minds, with reference to the above matter upon the following attorney for Defendant by mailing the same to him by U.S. First Class Mail, Postage Prepaid on August 20, 2009, as follows:

Attorney for Defendant

James A. Naddeo, Esquire  
Naddeo & Lewis, LLC.  
P.O. Box 552  
Clearfield, PA 16830



Ann B. Wood, Esquire  
Attorney for Plaintiff

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

ARTHUR J. MINDS, an individual :  
:  
vs. : No. 08-2325-CD  
:  
MACHIPONGO LAND & COAL :  
COMPANY, a Pennsylvania Corporation :

**ORDER**

AND NOW, this 15<sup>th</sup> day of December, 2009, it is the ORDER of the Court that the above-captioned matter is scheduled for Arbitration on **Thursday, January 21, 2010 at 9:00 A.M.** in the Conference/Hearing Room No. 3, 2<sup>nd</sup> Floor, Clearfield County Courthouse, Clearfield, PA. The following have been appointed as Arbitrators:


Richard H. Milgrub, Esquire, Chairman

Ronald L. Collins, Esquire

Jeffrey S. DuBois, Esquire

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

BY THE COURT

  
FREDRIC J. AMMERMAN  
President Judge

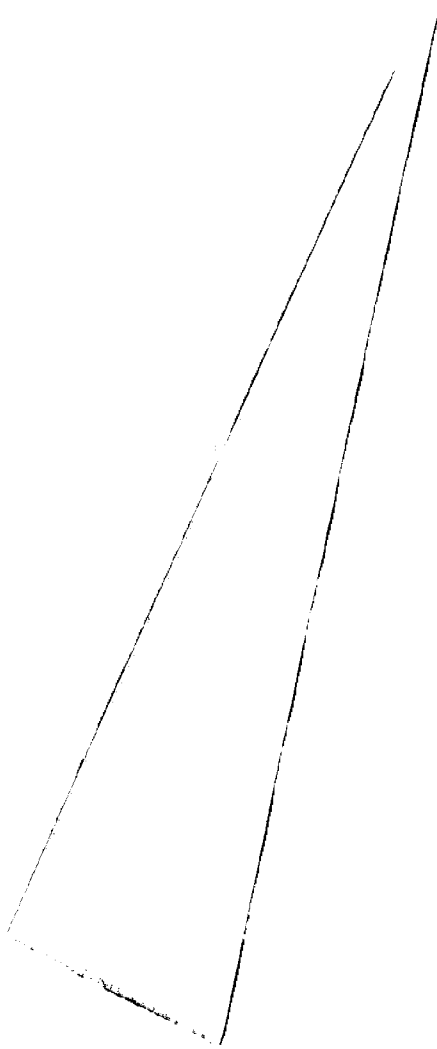
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DEC 15 2009

 William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**DEC 15 2009**

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



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Arthur J. Minds

vs.

Machipongo Land & Coal Company

No. 2008-02325-CD


OATH OR AFFIRMATION OF ARBITRATORS

Now, this 21st day of January, 2010, we the undersigned, having been appointed arbitrators in the above case do hereby swear, or affirm, that we will hear the evidence and allegations of the parties and justly and equitably try all matters in variance submitted to us, determine the matters in controversy, make an award, and transmit the same to the Prothonotary within twenty (20) days of the date of hearing of the same.


Richard H. Milgrub, Esq.

Ronald L. Collins, Esq.

Jeffrey S. DuBois, Esq.

  
Chairman

Sworn to and subscribed before me this  
January 21, 2010


  
Prothonotary

FILED  
JAN 22 2010  
Notice to  
Atty's Woods  
Naddeo 1/22/10  
William A. Shaw  
Prothonotary/Clerk of Courts

AWARD OF ARBITRATORS

Now, this 22 day of January, 2010, we the undersigned arbitrators appointed in this case, after being duly sworn, and having heard the evidence and allegations of the parties, do award and find as follows:

Judgment in favor of Plaintiff in the  
amount of 633.00 plus court costs + interest.


  
Chairman

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 22<sup>nd</sup> day of January, 2010, I hereby certify that the above award was entered of record this date in the proper dockets and notice by mail of the return and entry of said award duly given to the parties or their attorneys.

WITNESS MY HAND AND THE SEAL OF THE COURT

  
Prothonotary  
By \_\_\_\_\_

COPY

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

Arthur J. Minds

:

Vs.

: No. 2008-02325-CD

:

Machipongo Land & Coal Company

NOTICE OF AWARD

TO Ann Wood, Esq:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 22, 2010, and have awarded:

Judgment in favor of Plaintiff in the amount of \$633.00 plus court costs and interest.



\_\_\_\_\_  
William A. Shaw, Prothonotary

January 22, 2010

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on January 22, 2010, at 2:07 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal:  
\$1,425.00.

COPY

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

Arthur J. Minds

:

Vs.

: No. 2008-02325-CD

:

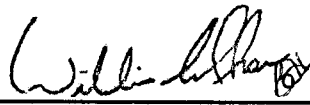
Machipongo Land & Coal Company

NOTICE OF AWARD

TO James A. Naddeo, Esq:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on January 22, 2010, and have awarded:

Judgment in favor of Plaintiff in the amount of \$633.00 plus court costs and interest.



\_\_\_\_\_  
William A. Shaw, Prothonotary

January 22, 2010

Date

This notice of award was placed on the docket and given by mail to the parties or their attorneys on January 22, 2010, at 2:07 p.m.

An Appeal from Award of Arbitration must be filed within thirty (30) days of date of award. Filing fee is fifty percent (50%) of the total award or the amount of compensation paid to the arbitrators, whichever is the least. Arbitrators' compensation to be paid upon appeal: \$1,425.00.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

vi.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

No. 08-2325-CD

Type of Pleading:

PRAECIPE TO ENTER  
JUDGMENT ON AWARD

Filed on behalf of  
Defendant

Counsel of Record  
for this party:

James A. Naddeo, Esq.  
PA ID 06820

207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

FILED ice  
03/20/10  
MAR 19 2010  
William A. Shaw  
Prothonotary/Clerk of Courts  
Naddeo  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

PRAECIPE TO ENTER JUDGMENT ON AWARD

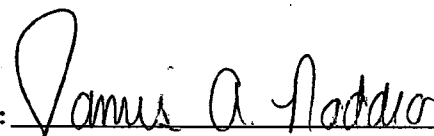
TO: WILLIAM SHAW, PROTHONOTARY

Dear Sir:

Please enter judgment upon the Award of Arbitrators dated January 22, 2010 on behalf of Plaintiff and against the Defendant in the amount of \$633.00 with interest and costs as stated in the Award.

NADDEO & LEWIS, LLC

BY:



James A. Naddeo, Esquire  
Attorney for Defendant

Date: March 19, 2010



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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGC LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Praecipe to Enter Judgment on Award was served  
on the following and in the following manner on the 19<sup>th</sup> day of  
March, 2010:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

NADDEO & LEWIS, LLC

By James A. Naddeo  
James A. Naddeo  
Attorney for Defendant

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

No. 08-2325-CD

Type of Pleading:

**PETITION TO WITHDRAW  
AS COUNSEL**

Filed on behalf of:  
Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.  
Pa I.D. 202049

NADDEO & LEWIS, LLC.  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED** 1cc Alty  
9/3:22cm Naddeo  
JUL 12 2010

5

William A. Shaw  
Prothonotary/Clerk of Courts

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

vi.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

**PETITION TO WITHDRAW AS COUNSEL**

NOW COMES James A. Naddeo, Esquire, attorney of record  
for the Defendant, Machipongo Land & Coal Company, and sets forth  
the following:

1. That Plaintiff in the above-captioned action is  
Arthur J. Minds.

2. That Defendant in the above-captioned action is  
Machipongo Land and Coal Company.

3. That your Petitioner was the Corporate Attorney  
for Machipongo Land & Coal Company.

4. That the Defendant requested all files pertaining  
to the Corporation known as Machipongo Land & Coal Company from  
your Petitioner.

5. That the Defendant picked up all files on or about  
May 13, 2010 from your Petitioner's Office.

WHEREFORE, Petitioner respectfully requests Your Honorable Court to enter a Rule upon Defendant, Machipongo Land & Coal Company, to show cause why Petitioner should not be allowed to withdraw as counsel.

NADDEO & LEWIS, LLC

BY:

James A. Naddeo

James A. Naddeo, Esquire  
Attorney for Defendant

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

FILED ICC  
014:00/01 Amy  
JUL 15 2010 Naddeo

William A. Shaw  
Prothonotary/Clerk of Courts

(60)

ORDER

AND NOW, this 15 day of July, 2010, upon  
consideration of the forgoing Petition, it is hereby ordered that:

(1) a rule is hereby issued upon Respondent, Machipongo  
Land & Coal Company, to Show Cause why the Petitioner, James A.  
Naddeo, is not entitled to the relief requested;

(2) the Respondent shall file an answer to the petition  
within twenty (20) days of service upon the Respondent;

(3) the petition shall be decided under Pa. R.C.P. No.  
206.7;

(4) notice of the entry of this order shall be provided  
to all parties by the Petitioner.

NOTICE


A PETITION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH  
TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION,  
YOU MUST TAKE ACTION BY ENTERING 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 FOR PERSON FILING THE PETITION. 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  
Second & Market Street  
CLEARFIELD, PA 16830  
(814) 765-2641, Ext. 50-51

BY THE COURT,

  
Judge

FILED

JUL 15 2010

William A. Shaw  
Prothonotary/Clerk of Courts

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPCNGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

No. 08-2325-CD

Type of Pleading:

**CERTIFICATE OF SERVICE**

Filed on behalf of:  
Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.  
Pa I.D. 202049

NADDEO & LEWIS, LLC.  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED**

JUL 19 2010

William A. Shaw  
Prothonotary/Clerk of Courts



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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

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No. 08-2325-CD

CERTIFICATE OF SERVICE

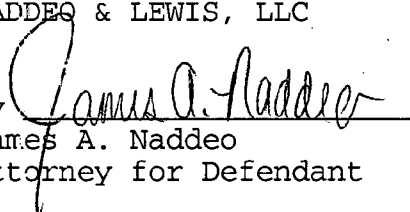
I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Petition to Withdraw as Counsel was served on  
the following and in the following manner on the 16<sup>th</sup> day of July,  
2010:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

Machipongo Land & Coal Company  
500 Ruskin Drive  
Altoona, PA 16602

NADDEO & LEWIS, LLC

By   
James A. Naddeo  
Attorney for Defendant

**FILED**

**JUL 19 2010**

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

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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

No. 08-2325-CD

Type of Case: Civil

Type of Filing:  
Satisfaction

Filed on Behalf of: Defendant

JUL 20 2010

FILED pd \$7.00  
def  
JUL 26 2010  
No CC.

William A. Shaw  
Prothonotary/Clerk of Courts

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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

No. 08-2325-CD

ORDER TO MARK JUDGMENT SATISFIED

To the Prothonotary:

Mark the judgment in the above-captioned matter satisfied of record upon payment of  
your costs only.

Date:

July 19, 2010

Ann B. Wood  
Ann B. Wood, Esquire  
Attorney for Plaintiff

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More Like: HN1 - The test, whether a demand connected with an illegal transaction, is capable of being enforced at law, is, whether plaintiff requires the aid of the illegal transaction, to establish his case. If a plaintiff cannot open his case, without showing... More [Deposit Nat'l Bank v. Beaver Trust Co., 68 Pa. Super. 468, 1917 Pa. Super. LEXIS 151 \(Pa. Super. Ct. October 8, 1917, Decided\)](#)

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71 Pa. Super. 4, \*; 1918 Pa. Super. LEXIS 457, \*\*

Solomon v. Moyer, Appellant.

No. 92, Oct. T., 1918

SUPERIOR COURT OF PENNSYLVANIA

71 Pa. Super. 4; 1918 Pa. Super. LEXIS 457

October 8, 1918, Argued  
December 12, 1918, Decided

**PRIOR HISTORY:** **[\*\*1]** Appeal by defendant, from judgment of C. P. No. 4, Philadelphia Co., Sept. T., 1916, No. 322, on verdict for plaintiff in case of Harry A. Solomon, trading as Harry A. Solomon & Company, v. Ralph T. Moyer.

Assumpsit to recover damages for breach of a contract to purchase 1,000 gallons of toluol. Before Finletter, J.

At the trial defendant presented the following points both of which were refused:

1. Under all the evidence in this case, verdict should be for the defendant.
2. If the jury believe that the defendant was cashier of the North Penn Bank and if they believe that the defendant was buying for the purpose of speculating in toluol, then this agreement in suit is void and illegal and verdict should be for defendant.

Verdict and judgment for plaintiff for \$ 784. Defendant appealed.

Errors assigned were answers to points as above.

**DISPOSITION:** Affirmed.

#### CASE SUMMARY

**PROCEDURAL POSTURE:** Defendant buyer sought review of a judgment from a trial court, C. P. No. 4, Philadelphia County (Pennsylvania), which was entered in favor of plaintiff seller in an action in assumpsit to recover damages for breach of a contract to purchase goods.

**OVERVIEW:** The seller brought an action against the buyer in assumpsit to recover damages for breach of a contract for the sale of goods. The buyer, a cashier at a bank, attempted to avoid liability under the contract by arguing that he was prohibited by the Act of March 31, 1860, § 64, P. L. 399 (Pennsylvania), from engaging in any other profession, occupation, or calling than that of the duties appertaining to that of cashier. The trial court entered judgment for the seller. The court affirmed the judgment, holding that it was not the purpose of the Act of March 31, 1860, § 64, P. L. 399, to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act and that it had reference to a general occupation, profession or calling. The court further held that a single purchase or business transaction or an incidental employment in some other capacity by a cashier was not within the intent of the act. The court further held that because the seller did not claim through the medium of an **illegal transaction**, the contract was enforceable.

**OUTCOME:** The court affirmed the judgment.

**CORE TERMS:** cashier, occupation, profession, illegal transaction, illegal contract, single transaction, toluol..., entitled to recover, contract of sale, incidental, forbidden, connected, medium, prescribe, engaging

#### LEXISNEXIS® HEADNOTES

☐ Hide

[Banking Law](#) > [Directors & Officers](#) > [Conflicts of Interest](#)

[Banking Law](#) > [Directors & Officers](#) > [Duty of Loyalty](#)

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**HN1** The Act of March 31, 1860, § 64, P. L. 399 (Pennsylvania), provides that it shall not be lawful for the cashier of any bank to engage in any other profession, occupation or calling than that of the duties appertaining to that of cashier, and if he does so engage in any other profession, occupation, or calling, other than that of his duties of cashier, he shall be punished as there stated. Section 10, art. V, of the Act of 1850, P. L. 477 (Pennsylvania). It is not the purpose of this act to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act. It has reference to a general occupation, profession or calling. A single purchase or business transaction nor an incidental

employment in some other capacity by a cashier is not within the intendment of the act. The language has a much wider significance. It embraces employment or business by which one usually gets his living. Many cashiers of state banks have other occupations or employment, as treasurers in building and loan associations, beneficial organizations or charitable institutions, where a small compensation is paid. [More Like This Headnote](#)

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**HN2** The test, whether a demand **connected** with an **illegal transaction** is capable of being enforced at law is whether the plaintiff requires the aid of the **illegal transaction** to establish his case. If a plaintiff cannot open his case without showing that he has **broken** the law, a court will not assist him, whatever his claims in justice may be upon the defendant; and if the **illegality** be **malum prohibitum** only, the plaintiff may recover, unless it be directly on the **forbidden** contract. Where the party seeking to recover is obliged to make out his case by showing the illegal contract or transaction or through the medium of the illegal contract or transaction, then he is not entitled to recover any advances made by him in connection with the contract or money due him as profits derived from the contract; but when the advances have been upon a new contract, remotely **connected** with the original illegal contract or transaction and the title or right of the party to recover is not dependent upon that contract, but his case may be proved without reference to it, then he is entitled to recover. [More Like This Headnote](#)

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## HEADNOTES

*Contract -- Illegal contract -- Bank cashier -- Transaction of business -- Single transaction -- Act of March 31, 1860, Sec. 64, P. L. 399.*

In an action against a bank cashier to recover damages for the breach of a contract entered into as a single transaction to purchase one thousand gallons of toluol, the defendant cannot set up as a defense the provisions of the Act of March 31, 1860, Sec. 64, P. L. 399, which forbids the cashier of a bank to engage "in any other profession, occupation, or calling, other than that of his duties of cashier."

It was not the purpose of the Act of March 31, 1860, Sec. 64, P. L. 399, to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act. It has reference to a general occupation, profession or calling by which one usually gets his living.

**COUNSEL:** A. E. Hurshman, for appellant, cited *Young v. Robertson*, 6 Philadelphia 184; *Beetem v. Burkholder*, 69 Pa. 249.

Joseph H. Taulane, of White, White & Taulane, for appellee, cited: *North American Life & Accident Ins. Co. v. Burroughs*, 69 Pa. 43; *Chadwick v. Collins*, 26 Pa. 138; *Woods v. Heron*, 229 Pa. 625.

**JUDGES:** **[\*\*2]** Before Orlady, P. J., Porter, Henderson, Head, Kephart, Trexler and Williams, JJ. Opinion by Kephart, J.

**OPINION BY: KEPHART**

## OPINION

**[\*5]** Opinion by Kephart, J., December 12, 1918:

The appellant, a purchaser of toluol, seeks to evade liability because he was at the time of the purchase the cashier of a State bank and as such **forbidden** under the Act of 1860 to make such purchase. The affidavit defends on the ground that he acted in a representative capacity, as agent for another who alone was responsible, and the appellee knew this fact. The court below, therefore, did not commit error in refusing to admit evidence shifting the defense laid in the affidavit. He was endeavoring by it to claim immunity from liability because of his own moral turpitude. Admitting for the moment that such evidence had been admitted and that the defendant had sufficiently proven the existence of the bank, its incorporation, and that the defendant was its cashier, the Act of March 31, 1860, Section 64, P. L. 399, **HN1** provides: "It shall not be lawful for the cashier of any bank to engage in any other profession, occupation or calling ....than that of the duties appertaining to that of cashier," and if he does so engage **[\*\*3]** "in any other profession, **[\*6]** occupation, or calling, other than that of his duties of cashier" he shall be punished as there stated. See Section 10, Article V, of the Act of 1850, P. L. 477. It was not the purpose of this act to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act. It has reference to a general occupation, profession or calling. A single purchase or business transaction such as here made, nor an incidental employment in some other capacity by a cashier, would not be within the intendment of the act. The language has a much wider significance. It embraces employment or business by which one usually gets his living. Many cashiers of State banks have other occupations or employment, as treasurers in building and loan associations, beneficial organizations or charitable institutions, where a small compensation is paid. To sustain the appellant's contention, all of these acts are unlawful. Again, the affidavit closes the door to appellant's contention as it specifically states "the defendant is not engaged in the sale of toluol....but on the contrary is employed solely as the cashier of the North Penn Bank."

**[\*\*4]** The alleged violation of the law was not so woven into the contract of sale as to make it an indispensable part of the appellant's case in chief. As stated in *Swan v. Scott*, 11 S. & R. 155: "The plaintiff below did not claim through the medium of an **illegal transaction**, but through a final judgment. **HN2** The test, whether a demand **connected** with an **illegal transaction**, is capable of being enforced at law, is, whether the plaintiff requires the aid of the **illegal transaction**, to establish his case. If a plaintiff cannot open his case, without showing that he has **broken** the law, a court will not assist him, whatever his claims in justice may be upon the defendant; and if the **illegality** be **malum prohibitum** only, the plaintiff may recover, unless it be directly on the **forbidden** contract." And as further commented on by Judge Head in *Deposit Nat. Bank v. Beaver Trust Co.*, 68 Pa. Super. 468, **[\*7]** and by Judge Trexler in *Potamkin v. Wells Fargo & Co.*, 63 Pa. Super. 222: "That where the party seeking to recover is obliged

to make out his case by showing the illegal contract or transaction or through the medium of the illegal contract or transaction, then he is not entitled to recover any **[\*\*5]** advances made by him in connection with the contract or money due him as profits derived from the contract; but when the advances have been upon a new contract, remotely **connected** with the original illegal contract or transaction and the title or right of the party to recover is not dependent upon that contract, but his case may be proved without reference to it, then he is entitled to recover." There was nothing unlawful in the sale and purchase of this article. Any one might have done so. It is the incidental contract of employment and the provisions of Section 64 of the Act of 1860 that the defendant wishes to bring in to declare this contract of sale void. The plaintiff's case did not depend upon the occupation of the appellant, nor was it in any way concerned with the Act of 1860. As to him, this defense was immaterial. The jury found that the appellant had repudiated his bargain and that the appellee suffered a loss thereby and he was properly held for the damage. The appellant's claim could only be brought into the case as a matter of defense.

The judgment of the court below is affirmed at the cost of the appellant.

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71 Pa. Super. 4, \*; 1918 Pa. Super. LEXIS 457, \*\*

Solomon v. Moyer, Appellant.

No. 92, Oct. T., 1918

SUPERIOR COURT OF PENNSYLVANIA

71 Pa. Super. 4; 1918 Pa. Super. LEXIS 457

October 8, 1918, Argued

December 12, 1918, Decided

**PRIOR HISTORY:** **[\*\*1]** Appeal by defendant, from judgment of C. P. No. 4, Philadelphia Co., Sept. T., 1916, No. 322, on verdict for plaintiff in case of Harry A. Solomon, trading as Harry A. Solomon & Company, v. Ralph T. Moyer.

Assumpsit to recover damages for breach of a contract to purchase 1,000 gallons of toluol. Before Finletter, J.

At the trial defendant presented the following points both of which were refused:

1. Under all the evidence in this case, verdict should be for the defendant.
2. If the jury believe that the defendant was cashier of the North Penn Bank and if they believe that the defendant was buying for the purpose of speculating in toluol, then this agreement in suit is void and illegal and verdict should be for defendant.

Verdict and judgment for plaintiff for \$ 784. Defendant appealed.

Errors assigned were answers to points as above.

**DISPOSITION:** Affirmed.

#### CASE SUMMARY

**PROCEDURAL POSTURE:** Defendant buyer sought review of a judgment from a trial court, C. P. No. 4, Philadelphia County (Pennsylvania), which was entered in favor of plaintiff seller in an action in assumpsit to recover damages for breach of a contract to purchase goods.

**OVERVIEW:** The seller brought an action against the buyer in assumpsit to recover damages for breach of a contract for the sale of goods. The buyer, a cashier at a bank, attempted to avoid liability under the contract by arguing that he was prohibited by the Act of March 31, 1860, § 64, P. L. 399 (Pennsylvania), from engaging in any other profession, occupation, or calling than that of the duties appertaining to that of cashier. The trial court entered judgment for the seller. The court affirmed the judgment, holding that it was not the purpose of the Act of March 31, 1860, § 64, P. L. 399, to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act and that it had reference to a general occupation, profession or calling. The court further held that a single purchase or business transaction or an incidental employment in some other capacity by a cashier was not within the intentment of the act. The court further held that because the seller did not claim through the medium of an **illegal transaction**, the contract was enforceable.

**OUTCOME:** The court affirmed the judgment.

**CORE TERMS:** cashier, occupation, profession, illegal transaction, illegal contract, single transaction, toluol..., entitled to recover, contract of sale, incidental, forbidden, connected, medium, prescribe, engaging

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**PRIOR HISTORY:** [\*\*1] Appeal by defendant, from judgment of C. P. No. 4, Philadelphia Co., Sept. T., 1916, No. 322, on verdict for plaintiff in case of Harry A. Solomon, trading as Harry A. Solomon & Company, v. Ralph T. Moyer.

Assumpsit to recover damages for breach of a contract to purchase 1,000 gallons of toluol. Before Finletter, J.

At the trial defendant presented the following points both of which were refused:

1. Under all the evidence in this case, verdict should be for the defendant.
2. If the jury believe that the defendant was cashier of the North Penn Bank and if they believe that the defendant was buying for the purpose of speculating in toluol, then this agreement in suit is void and illegal and verdict should be for defendant.

Verdict and judgment for plaintiff for \$ 784. Defendant appealed.

Errors assigned were answers to points as above.

**DISPOSITION:** Affirmed.

#### CASE SUMMARY

**PROCEDURAL POSTURE:** Defendant buyer sought review of a judgment from a trial court, C. P. No. 4, Philadelphia County (Pennsylvania), which was entered in favor of plaintiff seller in an action in assumpsit to recover damages for breach of a contract to purchase goods.

**OVERVIEW:** The seller brought an action against the buyer in assumpsit to recover damages for breach of a contract for the sale of goods. The buyer, a cashier at a bank, attempted to avoid liability under the contract by arguing that he was prohibited by the Act of March 31, 1860, § 64, P. L. 399 (Pennsylvania), from engaging in any other profession, occupation, or calling than that of the duties appertaining to that of cashier. The trial court entered judgment for the seller. The court affirmed the judgment, holding that it was not the purpose of the Act of March 31, 1860, § 64, P. L. 399, to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act and that it had reference to a general occupation, profession or calling. The court further held that a single purchase or business transaction or an incidental employment in some other capacity by a cashier was not within the intentment of the act. The court further held that because the seller did not claim through the medium of an **illegal transaction**, the contract was enforceable.

**OUTCOME:** The court affirmed the judgment.

**CORE TERMS:** cashier, occupation, profession, illegal transaction, illegal contract, single transaction, toluol..., entitled to recover, contract of sale, incidental, forbidden, connected, medium, prescribe, engaging

#### LEXISNEXIS® HEADNOTES

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Banking Law > Directors & Officers > Conflicts of Interest

Banking Law > Directors & Officers > Duty of Loyalty

Business & Corporate Law > Nonprofit Corporations & Organizations > General Overview

**HN1** The Act of March 31, 1860, § 64, P. L. 399 (Pennsylvania), provides that it shall not be lawful for the cashier of any bank to engage in any other profession, occupation or calling than that of the duties appertaining to that of cashier, and if he does so engage in any other profession, occupation, or calling, other than that of his duties of cashier, he shall be punished as there stated. Section 10, art. V, of the Act of 1850, P. L. 477 (Pennsylvania). It is not the purpose of this act to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act. It has reference to a general occupation, profession or calling. A single purchase or business transaction nor an incidental

employment in some other capacity by a cashier is not within the intendment of the act. The language has a much wider significance. It embraces employment or business by which one usually gets his living. Many cashiers of state banks have other occupations or employment, as treasurers in building and loan associations, beneficial organizations or charitable institutions, where a small compensation is paid. [More Like This Headnote](#)

[Contracts Law > Defenses > Illegal Bargains](#)

**HN2** The test, whether a demand **connected** with an **illegal transaction** is capable of being enforced at law is whether the plaintiff requires the aid of the **illegal transaction** to establish his case. If a plaintiff cannot open his case without showing that he has **broken** the law, a court will not assist him, whatever his claims in justice may be upon the defendant; and if the **illegality** be **malum prohibitum** only, the plaintiff may recover, unless it be directly on the **forbidden** contract. Where the party seeking to recover is obliged to make out his case by showing the illegal contract or transaction or through the medium of the illegal contract or transaction, then he is not entitled to recover any advances made by him in connection with the contract or money due him as profits derived from the contract; but when the advances have been upon a new contract, remotely **connected** with the original illegal contract or transaction and the title or right of the party to recover is not dependent upon that contract, but his case may be proved without reference to it, then he is entitled to recover. [More Like This Headnote](#)

## HEADNOTES / SYLLABUS

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## HEADNOTES

*Contract -- Illegal contract -- Bank cashier -- Transaction of business -- Single transaction -- Act of March 31, 1860, Sec. 64, P. L. 399.*

In an action against a bank cashier to recover damages for the breach of a contract entered into as a single transaction to purchase one thousand gallons of toluol, the defendant cannot set up as a defense the provisions of the Act of March 31, 1860, Sec. 64, P. L. 399, which forbids the cashier of a bank to engage "in any other profession, occupation, or calling, other than that of his duties of cashier."

It was not the purpose of the Act of March 31, 1860, Sec. 64, P. L. 399, to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act. It has reference to a general occupation, profession or calling by which one usually gets his living.

**COUNSEL:** A. E. Hurshman, for appellant, cited *Young v. Robertson*, 6 Philadelphia 184; *Beetem v. Burkholder*, 69 Pa. 249.

Joseph H. Taulane, of White, White & Taulane, for appellee, cited: *North American Life & Accident Ins. Co. v. Burroughs*, 69 Pa. 43; *Chadwick v. Collins*, 26 Pa. 138; *Woods v. Heron*, 229 Pa. 625.

**JUDGES:** [**\*\*2**] Before Orlady, P. J., Porter, Henderson, Head, Kephart, Trexler and Williams, JJ. Opinion by Kephart, J.

**OPINION BY:** KEPHART

## OPINION

[**\*5**] Opinion by Kephart, J., December 12, 1918:

The appellant, a purchaser of toluol, seeks to evade liability because he was at the time of the purchase the cashier of a State bank and as such **forbidden** under the Act of 1860 to make such purchase. The affidavit defends on the ground that he acted in a representative capacity, as agent for another who alone was responsible, and the appellee knew this fact. The court below, therefore, did not commit error in refusing to admit evidence shifting the defense laid in the affidavit. He was endeavoring by it to claim immunity from liability because of his own moral turpitude. Admitting for the moment that such evidence had been admitted and that the defendant had sufficiently proven the existence of the bank, its incorporation, and that the defendant was its cashier, the Act of March 31, 1860, Section 64, P. L. 399, **HN1** provides: "It shall not be lawful for the cashier of any bank to engage in any other profession, occupation or calling ....than that of the duties appertaining to that of cashier," and if he does so engage [**\*\*3**] "in any other profession, [**\*6**] occupation, or calling, other than that of his duties of cashier" he shall be punished as there stated. See Section 10, Article V, of the Act of 1850, P. L. 477. It was not the purpose of this act to prescribe as law that a cashier engaging in any single transaction would be brought within the terms of the act. It has reference to a general occupation, profession or calling. A single purchase or business transaction such as here made, nor an incidental employment in some other capacity by a cashier, would not be within the intendment of the act. The language has a much wider significance. It embraces employment or business by which one usually gets his living. Many cashiers of State banks have other occupations or employment, as treasurers in building and loan associations, beneficial organizations or charitable institutions, where a small compensation is paid. To sustain the appellant's contention, all of these acts are unlawful. Again, the affidavit closes the door to appellant's contention as it specifically states "the defendant is not engaged in the sale of toluol....but on the contrary is employed solely as the cashier of the North Penn Bank."

[**\*\*4**] The alleged violation of the law was not so woven into the contract of sale as to make it an indispensable part of the appellant's case in chief. As stated in *Swan v. Scott*, 11 S. & R. 155: "The plaintiff below did not claim through the medium of an **illegal transaction**, but through a final judgment. **HN2** The test, whether a demand **connected** with an **illegal transaction**, is capable of being enforced at law, is, whether the plaintiff requires the aid of the **illegal transaction**, to establish his case. If a plaintiff cannot open his case, without showing that he has **broken** the law, a court will not assist him, whatever his claims in justice may be upon the defendant; and if the **illegality** be **malum prohibitum** only, the plaintiff may recover, unless it be directly on the **forbidden** contract." And as further commented on by Judge Head in *Deposit Nat. Bank v. Beaver Trust Co.*, 68 Pa. Super. 468,

[**\*7**] and by Judge Trexler in *Potamkin v. Wells Fargo & Co.*, 63 Pa. Super. 222: "That where the party seeking to recover is obliged

to make out his case by showing the illegal contract or transaction or through the medium of the illegal contract or transaction, then he is not entitled to recover any [\*\*5] advances made by him in connection with the contract or money due him as profits derived from the contract; but when the advances have been upon a new contract, remotely **connected** with the original illegal contract or transaction and the title or right of the party to recover is not dependent upon that contract, but his case may be proved without reference to it, then he is entitled to recover." There was nothing unlawful in the sale and purchase of this article. Any one might have done so. It is the incidental contract of employment and the provisions of Section 64 of the Act of 1860 that the defendant wishes to bring in to declare this contract of sale void. The plaintiff's case did not depend upon the occupation of the appellant, nor was it in any way concerned with the Act of 1860. As to him, this defense was immaterial. The jury found that the appellant had repudiated his bargain and that the appellee suffered a loss thereby and he was properly held for the damage. The appellant's claim could only be brought into the case as a matter of defense.

The judgment of the court below is affirmed at the cost of the appellant.

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73 Pa. 198, \*; 1873 Pa. LEXIS 65, \*\*

Holt v. Green.

[NO NUMBER IN ORIGINAL]

SUPREME COURT OF PENNSYLVANIA

73 Pa. 198; 1873 Pa. LEXIS 65

February 24, 1873, Argued  
March 17, 1873, Decided**PRIOR HISTORY:** [\*\*1] Error to the District Court of Philadelphia: No. 73, to January Term 1871.

This was an action of assumpsit, brought January 18th 1869, by Frederick F. Holt, against Joseph Green.

The plaintiff's bill of particulars was as follows: --

"The plaintiff's demand is founded on his claim to commissions as a broker or salesman on commission for the sale of certain cards, and spinning and other machinery of a cotton or woollen mill put in his hands for sale by the defendant above named, on or about May 1866."

The case was tried May 5th 1869, before Stroud, J.

The plaintiff testified that he was employed by the defendant Joseph Green, to sell for him certain machinery, and that he advertised the same for sale; upon cross-examination he testified that his business was buying and selling machinery for other parties, and being asked whether he had ever obtained a United States license, or paid a United States license tax, answered that he had not done so, never having been asked to do so.

The defendant then moved the court to enter a nonsuit against the plaintiff, on the ground that he could not maintain his action for commissions for the sale of machinery, without [\*\*2] having paid the United States license tax as a commercial broker or commission merchant; the court entered the nonsuit, which the court in banc refused to take off.

This was assigned for error by the plaintiff on the removal of the record to the Supreme court.

The Act of Congress of June 30th 1864, 2 Brightly's U.S. Dig. 227, 230, pl. 77, 79, 99, which was the ground of the nonsuit, provides as follows: --

"Sect. 71. That no person, firm, company or corporation shall be engaged in, prosecute or carry on any trade, business or profession hereinafter mentioned and described, until he or they shall have obtained a license therefor in the manner hereinafter provided.

"Sect. 73. That any person carrying on business, &c., without a license, shall be liable for each offence to certain fine and imprisonment as therein set out.

"Sect. 79. That commercial brokers shall pay twenty dollars for each license. Any person or firm whose business it is, as a broker, to negotiate sales or purchases of goods, wares, products or merchandise \* \* \* shall be regarded a commercial broker under this act."

**DISPOSITION:** Judgment affirmed.**CASE SUMMARY**

**PROCEDURAL POSTURE:** Plaintiff broker sought writ of error review of a judgment of the District Court of Philadelphia County, No. 73 (Pennsylvania), which, in an action of assumpsit brought against defendant seller to recover commissions for the sale of certain machinery, entered a nonsuit against the broker on the ground that he could not have maintained his action without having paid the tax that was required by the Act of Congress of June 30, 1864.

**OVERVIEW:** The broker claimed that he was employed by the seller to sell the machinery and that he advertised the same for sale. When asked whether he had ever obtained a license or had paid a license tax, he answered that he had not done so. The court noted that under the Act of Congress of June 30, 1864, § 71, no person could have engaged in a trade, business, or profession therein described until he had obtained a license in the manner provided. The act further provided for a fine and imprisonment for its violation, and included commercial brokers. On review the court found no error. The court held that, where a contract was made about a contract or thing that was prohibited and made unlawful by statute, it was void, though the statute itself did not declare it so, but only inflicted a penalty on the offender. The test whether a demand connected with an illegal transaction was capable of being enforced by law was whether the broker required the aid of the illegal transaction to establish his case. In the present action, the moment the broker opened his case he showed that he was engaged in a business that was contrary to a clear and express Act of Congress.



**OUTCOME:** The court affirmed the district court's judgment.

**CORE TERMS:** broker, founded, license, void, illegal transaction, declare, Act of Congress, machinery, carrying, illegal act, revenue laws, malum, lend, sale of certain, imprisonment, sect, fine

#### LEXISNEXIS® HEADNOTES

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[Governments > State & Territorial Governments > Licenses](#)

**HN1** The Act of Congress of June 30 1864, § 71, provides that no person shall be engaged in prosecuting or carrying on any trade, business or profession hereafter mentioned and described until he shall have obtained a license therefor, in the manner, herein-after provided. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

[Governments > Courts > Authority to Adjudicate](#)

**HN2** An action founded upon a violation of the laws of the United States or of the State of Pennsylvania cannot be maintained in the courts of the State of Pennsylvania. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

[Governments > Courts > Authority to Adjudicate](#)

**HN3** An action founded upon a **transaction** prohibited by a statute cannot be maintained, although a penalty is imposed for violating the law. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

[Contracts Law > Defenses > Illegal Bargains](#)

**HN4** Where a **contract** is made about a **contract** or thing that is prohibited and made unlawful by statute, it is void, though the statute itself does not declare it shall be so, but only inflicts a penalty on the offender. There is no distinction in the State of Pennsylvania whether the **contract** is malum prohibitum or malum in se. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

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**HN5** The test whether a demand connected with an **illegal transaction** is capable of being enforced by law is whether the plaintiff requires the aid of the **illegal transaction** to establish his case. If a plaintiff cannot open his case without showing that he has broken the law, a court will not assist him. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

#### HEADNOTES / SYLLABUS

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#### SYLLABUS

A commercial broker cannot recover commissions unless **[\*\*3]** he has taken out a license under the 71st sect. of the Act of Congress of June 30th 1864.

An action cannot be maintained in Pennsylvania founded on a violation of an United States law.

Although a **contract** may not be declared by the statute void; and a penalty may be imposed for its violation; an action cannot be maintained on a **contract** in violation of a statute.

There is no difference whether the **contract** is *malum prohibitum* or *malum in se*.

The test is whether the plaintiff requires the **illegal transaction** to establish his case.

Public policy will not allow courts to aid one grounding his action on an **illegal** or criminal act.

Maybin v. Coulon, 4 U.S. 298, 4 Dall. 298, 1 L. Ed. 841, followed.

**COUNSEL:** W. W. Montgomery and R. L. Ashhurst, for plaintiff in error. -- The Act of Congress must be construed as affecting only the right to sue in the United States courts, since it would be unconstitutional if considered as affecting the right of action of a citizen of a state in the state courts. The Congress of the United States cannot prescribe rules of evidence in state courts, nor can it make the courts of a state the machinery for enforcing national laws: Prigg v. The Commonwealth **[\*\*4]** of Pennsylvania, 16 Peters 539; Latham v. Scott, 45 Ill. 27; Heister v. Cobb, 1 Bush 239; Carpenter v. Snelling, 97 Mass. 452; Lynch v. Moore, Id. 458; People v. Gates, 43 N. Y. 40; Clemens v. Conrad, 19 Mich. 190; Griffin v. Ramsey, 35 Conn. 239.

L. C. Cleemann and G. Sergeant, for defendant in error. -- Courts of justice will not assist a plaintiff in recovering under a **contract** made in violation of the law: Maybin v. Coulon, 4 Yeates 34; Mitchell v. Smith, 1 Binney 118; Seidenbender v. Charles, 4 S. & R. 159; Columbia Bank v. Haldeman, 7 W. & S. 235; Biddis v. James, 6 Binney 329; Evans v. Hall, 9 Wright 236; Bowman v. Coffroth, 9 P. F. Smith 19; Smith v. Mahood, 14 M. & W. 452; Marshall v. Railroad Co., 16 Howard 334; Tripp v. Bishop, 6 P. F. Smith 430.

**JUDGES:** Before Read, C. J., Agnew, Sharswood, Williams and Mercur, JJ. Mercur, J. Sharswood and Williams, JJ., dissented.

**OPINION BY:** MERCUR

**OPINION**

[\*200] The opinion of the court was delivered, March 17th 1873, by

Mercur, J. -- The plaintiff brought this suit to recover commissions for the sale of certain machinery sold by him for defendant. It appeared upon the trial of the cause, that the plaintiff was carrying on the business [\*5] of a commercial broker, and as such broker rendered the services for which the commissions were claimed. He also testified that he had not taken out a license nor paid a special tax, under the Act of Congress. Upon this the learned judge nonsuited the plaintiff and judgment was entered thereon. This is assigned for error.

The question thus presented is, did the plaintiff's omission to pay the tax and obtain the license as a commercial broker, bar his recovery of commissions for services rendered as such broker.

HN1 The Act of Congress of June 30th 1864, sect. 71, provides, that no person \* \* \* shall be engaged in prosecuting or carrying on any trade, business or profession hereafter mentioned and described until he \* \* shall have obtained a license therefor, in the manner, herein-after provided. Section 73 provides, that any person carrying on the business without a license, shall be liable for each offence to a certain fine and imprisonment therein specified.

Sect. 79 provides that commercial brokers shall pay twenty dollars for each license. Any person whose business it is as a broker to negotiate sales or purchases of goods, wares, products or merchandise shall be regarded a commercial [\*6] broker under this act.

HN2 An action founded upon a violation of the laws of the United States or of this state, cannot be maintained in the courts of this state: Maybin v. Coulon, 4 U.S. 298, 4 Dall. 298, 1 L. Ed. 841; s. c. 4 Yeates 24.

It is not necessary that the statute should expressly declare the **contract** to be void. HN3 An action founded upon a **transaction** prohibited by a statute, cannot be maintained, although a penalty be imposed for violating the law: Seidenbender et al. v. Charles's Admr., 4 Serge. & Rawle 151. Hence HN4 where a **contract** is made about a **contract** or thing which is prohibited and made unlawful by statute, it is void, though the statute itself does not declare it shall be so, but only inflicts a penalty on the offender: Columbia Bridge Co. v. Haldeman, 7 Watts & Serg. 233. Nor is there any distinction in this state, whether the **contract** is *malum prohibitum* or *malum in se*: Id. 235.

HN5 The test whether a demand connected with an **illegal transaction** is capable of being enforced by law, is whether the plaintiff requires the aid of the **illegal transaction** to establish his case: Swan v. Scott, 11 Serge. & Rawle 155; Thomas v. Brady, 10 Barr 170; Scott v. Duffy, 2 Harris 20. If a plaintiff [\*7] cannot open his case without [\*201] showing that he has broken the law, a court will not assist him: Thomas v. Brady, *supra*. It has been well said that the objection may often sound very ill in the mouth of a defendant, but it is not for his sake the objection is allowed, it is founded on general principles of policy which he shall have the advantage of, contrary to the real justice between the parties. That principle of public policy is that no court will lend its aid to a party who grounds his action upon an immoral or upon an **illegal** act: Mitchell v. Smith, 1 Binn. 110; Seidenbender v. Charles's Admr., *supra*. The principle to be extracted from all the cases is, that the law will not lend its support to a claim founded on its own violation: Coppel v. Hall, 74 U.S. 542, 7 Wall. 542, 19 L. Ed. 244.

Apply these principles to this case. The bill of particulars served on the defendant avers, "the plaintiff's demand is founded on his claim to commissions as a broker or salesman on commission, for the sale of certain cards and other spinning and their machinery of a cotton or woollen mill, put in his hands for sale by the defendant, on or about May 1866." Upon the trial he testified [\*8] that his business was buying and selling machinery for other parties. The moment he opened his case, he showed that he was engaged in a business directly contrary to a clear and express Act of Congress. That for so doing, he was liable to a fine and imprisonment. The intent with which he did it, cannot be inquired into in this action. His right to commissions as shown rested upon his **illegal** acts. His right to recover in law, must depend upon his legal right to perform the services. The facts to which he testified, showed he had no such right.

Without the aid of his **illegal transactions**, he could not, and did not, show any services performed. His case as he exhibits it is based upon a clear violation of the statute. He grounds his action upon that violation. Thus resting his case, he cannot successfully invoke the aid of a court.

We are aware there are some English authorities, as well as decisions in some of our sister states, that make a distinction in cases of **contracts** predicated of a violation of the revenue laws, and especially that class of them which does not expressly declare the **contract** to be void. The case of Aiken v. Blaisdell, 41 Vt. 655, is a strong case, going [\*9] to sustain a **contract** of sale contrary to law. We prefer, however, to stand by our own decisions. The case of Maybin v. Coulon, *supra*, was based upon a violation of the revenue laws of the United States, and the unbroken current of authorities in this state, is to hold a **contract** void which is grounded upon a clear violation of a statute, although it may not be expressly so declared by its terms.

Judgment affirmed.

Sharswood and Williams, JJ., dissented.

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73 Pa. 198, \*; 1873 Pa. LEXIS 65, \*\*

Holt v. Green.

[NO NUMBER IN ORIGINAL]

SUPREME COURT OF PENNSYLVANIA

73 Pa. 198; 1873 Pa. LEXIS 65

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The plaintiff's bill of particulars was as follows: --

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The case was tried May 5th 1869, before Stroud, J.

The plaintiff testified that he was employed by the defendant Joseph Green, to sell for him certain machinery, and that he advertised the same for sale; upon cross-examination he testified that his business was buying and selling machinery for other parties, and being asked whether he had ever obtained a United States license, or paid a United States license tax, answered that he had not done so, never having been asked to do so.

The defendant then moved the court to enter a nonsuit against the plaintiff, on the ground that he could not maintain his action for commissions for the sale of machinery, without [\*\*2] having paid the United States license tax as a commercial broker or commission merchant; the court entered the nonsuit, which the court in banc refused to take off.

This was assigned for error by the plaintiff on the removal of the record to the Supreme court.

The Act of Congress of June 30th 1864, 2 Brightly's U.S. Dig. 227, 230, pl. 77, 79, 99, which was the ground of the nonsuit, provides as follows: --

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"Sect. 73. That any person carrying on business, &c., without a license, shall be liable for each offence to certain fine and imprisonment as therein set out.

"Sect. 79. That commercial brokers shall pay twenty dollars for each license. Any person or firm whose business it is, as a broker, to negotiate sales or purchases of goods, wares, products or merchandise \* \* \* shall be regarded a commercial broker under this act."

**DISPOSITION:** Judgment affirmed.**CASE SUMMARY**

**PROCEDURAL POSTURE:** Plaintiff broker sought writ of error review of a judgment of the District Court of Philadelphia County, No. 73 (Pennsylvania), which, in an action of assumpsit brought against defendant seller to recover commissions for the sale of certain machinery, entered a nonsuit against the broker on the ground that he could not have maintained his action without having paid the tax that was required by the Act of Congress of June 30, 1864.

**OVERVIEW:** The broker claimed that he was employed by the seller to sell the machinery and that he advertised the same for sale. When asked whether he had ever obtained a license or had paid a license tax, he answered that he had not done so. The court noted that under the Act of Congress of June 30, 1864, § 71, no person could have engaged in a trade, business, or profession therein described until he had obtained a license in the manner provided. The act further provided for a fine and imprisonment for its violation, and included commercial brokers. On review the court found no error. The court held that, where a contract was made about a contract or thing that was prohibited and made unlawful by statute, it was void, though the statute itself did not declare it so, but only inflicted a penalty on the offender. The test whether a demand connected with an illegal transaction was capable of being enforced by law was whether the broker required the aid of the illegal transaction to establish his case. In the present action, the moment the broker opened his case he showed that he was engaged in a business that was contrary to a clear and express Act of Congress.

**OUTCOME:** The court affirmed the district court's judgment.

**CORE TERMS:** broker, founded, license, void, illegal transaction, declare, Act of Congress, machinery, carrying, illegal act, revenue laws, malum, lend, sale of certain, imprisonment, sect, fine

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**HN1** The Act of Congress of June 30 1864, § 71, provides that no person shall be engaged in prosecuting or carrying on any trade, business or profession hereafter mentioned and described until he shall have obtained a license therefor, in the manner, herein-after provided. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

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**HN2** An action founded upon a violation of the laws of the United States or of the State of Pennsylvania cannot be maintained in the courts of the State of Pennsylvania. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

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**HN3** An action founded upon a **transaction** prohibited by a statute cannot be maintained, although a penalty is imposed for violating the law. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

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**HN4** Where a **contract** is made about a **contract** or thing that is prohibited and made unlawful by statute, it is void, though the statute itself does not declare it shall be so, but only inflicts a penalty on the offender. There is no distinction in the State of Pennsylvania whether the **contract** is malum prohibitum or malum in se. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

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**HN5** The test whether a demand connected with an **illegal transaction** is capable of being enforced by law is whether the plaintiff requires the aid of the **illegal transaction** to establish his case. If a plaintiff cannot open his case without showing that he has broken the law, a court will not assist him. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

## HEADNOTES / SYLLABUS

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### SYLLABUS

A commercial broker cannot recover commissions unless **[\*\*3]** he has taken out a license under the 71st sect. of the Act of Congress of June 30th 1864.

An action cannot be maintained in Pennsylvania founded on a violation of an United States law.

Although a **contract** may not be declared by the statute void; and a penalty may be imposed for its violation; an action cannot be maintained on a **contract** in violation of a statute.

There is no difference whether the **contract** is *malum prohibitum* or *malum in se*.

The test is whether the plaintiff requires the **illegal transaction** to establish his case.

Public policy will not allow courts to aid one grounding his action on an **illegal** or criminal act.

*Maybin v. Coulon*, 4 U.S. 298, 4 Dall. 298, 1 L. Ed. 841, followed.

**COUNSEL:** W. W. Montgomery and R. L. Ashhurst, for plaintiff in error. -- The Act of Congress must be construed as affecting only the right to sue in the United States courts, since it would be unconstitutional if considered as affecting the right of action of a citizen of a state in the state courts. The Congress of the United States cannot prescribe rules of evidence in state courts, nor can it make the courts of a state the machinery for enforcing national laws: *Prigg v. The Commonwealth* **[\*\*4]** of Pennsylvania, 16 Peters 539; *Latham v. Scott*, 45 Ill. 27; *Helster v. Cobb*, 1 Bush 239; *Carpenter v. Snelling*, 97 Mass. 452; *Lynch v. Moore*, *Id.* 458; *People v. Gates*, 43 N. Y. 40; *Clemens v. Conrad*, 19 Mich. 190; *Griffin v. Ramsey*, 35 Conn. 239.

L. C. Cleemann and G. Sergeant, for defendant in error. -- Courts of justice will not assist a plaintiff in recovering under a **contract** made in violation of the law: *Maybin v. Coulon*, 4 Yeates 34; *Mitchell v. Smith*, 1 Binney 118; *Seidenbender v. Charles*, 4 S. & R. 159; *Columbia Bank v. Haldeman*, 7 W. & S. 235; *Biddis v. James*, 6 Binney 329; *Evans v. Hall*, 9 Wright 236; *Bowman v. Coffroth*, 9 P. F. Smith 19; *Smith v. Mahood*, 14 M. & W. 452; *Marshall v. Railroad Co.*, 16 Howard 334; *Tripp v. Bishop*, 6 P. F. Smith 430.

**JUDGES:** Before Read, C. J., Agnew, Sharswood, Williams and Mercur, JJ. Mercur, J. Sharswood and Williams, JJ., dissented.

**OPINION BY:** MERCUR

**OPINION**

[\*200] The opinion of the court was delivered, March 17th 1873, by

Mercur, J. -- The plaintiff brought this suit to recover commissions for the sale of certain machinery sold by him for defendant. It appeared upon the trial of the cause, that the plaintiff was carrying on the business [\*\*5] of a commercial broker, and as such broker rendered the services for which the commissions were claimed. He also testified that he had not taken out a license nor paid a special tax, under the Act of Congress. Upon this the learned judge nonsuited the plaintiff and judgment was entered thereon. This is assigned for error.

The question thus presented is, did the plaintiff's omission to pay the tax and obtain the license as a commercial broker, bar his recovery of commissions for services rendered as such broker.

HN1-- The Act of Congress of June 30th 1864, sect. 71, provides, that no person \* \* \* shall be engaged in prosecuting or carrying on any trade, business or profession hereafter mentioned and described until he \* \* shall have obtained a license therefor, in the manner, herein-after provided. Section 73 provides, that any person carrying on the business without a license, shall be liable for each offence to a certain fine and imprisonment therein specified.

Sect. 79 provides that commercial brokers shall pay twenty dollars for each license. Any person whose business it is as a broker to negotiate sales or purchases of goods, wares, products or merchandise shall be regarded a commercial [\*\*6] broker under this act.

HN2-- An action founded upon a violation of the laws of the United States or of this state, cannot be maintained in the courts of this state: Maybin v. Coulon, 4 U.S. 298, 4 Dall. 298, 1 L. Ed. 841; s. c. 4 Yeates 24.

It is not necessary that the statute should expressly declare the **contract** to be void. HN3-- An action founded upon a **transaction** prohibited by a statute, cannot be maintained, although a penalty be imposed for violating the law: Seidenbender et al. v. Charles's Admsrs., 4 Serge. & Rawie 151. Hence HN4-- where a **contract** is made about a **contract** or thing which is prohibited and made unlawful by statute, it is void, though the statute itself does not declare it shall be so, but only inflicts a penalty on the offender: Columbia Bridge Co. v. Haldeman, 7 Watts & Serg. 233. Nor is there any distinction in this state, whether the **contract** is *malum prohibitum* or *malum in se*: Id. 235.

HN5-- The test whether a demand connected with an **illegal transaction** is capable of being enforced by law, is whether the plaintiff requires the aid of the **illegal transaction** to establish his case: Swan v. Scott, 11 Serge. & Rawie 155; Thomas v. Brady, 10 Barr 170; Scott v. Duffy, 2 Harris 20. If a plaintiff [\*\*7] cannot open his case without [\*201] showing that he has broken the law, a court will not assist him: Thomas v. Brady, *supra*. It has been well said that the objection may often sound very ill in the mouth of a defendant, but it is not for his sake the objection is allowed, it is founded on general principles of policy which he shall have the advantage of, contrary to the real justice between the parties. That principle of public policy is that no court will lend its aid to a party who grounds his action upon an immoral or upon an **illegal** act: Mitchell v. Smith, 1 Binn. 110; Seidenbender v. Charles's Admsrs., *supra*. The principle to be extracted from all the cases is, that the law will not lend its support to a claim founded on its own violation: Coppell v. Hall, 74 U.S. 542, 7 Wall. 542, 19 L. Ed. 244.

Apply these principles to this case. The bill of particulars served on the defendant avers, "the plaintiff's demand is founded on his claim to commissions as a broker or salesman on commission, for the sale of certain cards and other spinning and their machinery of a cotton or woollen mill, put in his hands for sale by the defendant, on or about May 1866." Upon the trial he testified [\*\*8] that his business was buying and selling machinery for other parties. The moment he opened his case, he showed that he was engaged in a business directly contrary to a clear and express Act of Congress. That for so doing, he was liable to a fine and imprisonment. The intent with which he did it, cannot be inquired into in this action. His right to commissions as shown rested upon his **illegal** acts. His right to recover in law, must depend upon his legal right to perform the services. The facts to which he testified, showed he had no such right.

Without the aid of his **illegal transactions**, he could not, and did not, show any services performed. His case as he exhibits it is based upon a clear violation of the statute. He grounds his action upon that violation. Thus resting his case, he cannot successfully invoke the aid of a court.

We are aware there are some English authorities, as well as decisions in some of our sister states, that make a distinction in cases of **contracts** predicated of a violation of the revenue laws, and especially that class of them which does not expressly declare the **contract** to be void. The case of Aiken v. Blaisdell, 41 Vt. 655, is a strong case, going [\*\*9] to sustain a **contract** of sale contrary to law. We prefer, however, to stand by our own decisions. The case of Maybin v. Coulon, *supra*, was based upon a violation of the revenue laws of the United States, and the unbroken current of authorities in this state, is to hold a **contract** void which is grounded upon a clear violation of a statute, although it may not be expressly so declared by its terms.

Judgment affirmed.

Sharswood and Williams, JJ., dissented.

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73 Pa. 198, \*; 1873 Pa. LEXIS 65, \*\*

Holt v. Green.

[NO NUMBER IN ORIGINAL]

SUPREME COURT OF PENNSYLVANIA

73 Pa. 198; 1873 Pa. LEXIS 65

February 24, 1873, Argued  
March 17, 1873, Decided**PRIOR HISTORY:** [\*\*1] Error to the District Court of Philadelphia: No. 73, to January Term 1871.

This was an action of assumpsit, brought January 18th 1869, by Frederick F. Holt, against Joseph Green.

The plaintiff's bill of particulars was as follows: --

"The plaintiff's demand is founded on his claim to commissions as a broker or salesman on commission for the sale of certain cards, and spinning and other machinery of a cotton or woollen mill put in his hands for sale by the defendant above named, on or about May 1866."

The case was tried May 5th 1869, before Stroud, J.

The plaintiff testified that he was employed by the defendant Joseph Green, to sell for him certain machinery, and that he advertised the same for sale; upon cross-examination he testified that his business was buying and selling machinery for other parties, and being asked whether he had ever obtained a United States license, or paid a United States license tax, answered that he had not done so, never having been asked to do so.

The defendant then moved the court to enter a nonsuit against the plaintiff, on the ground that he could not maintain his action for commissions for the sale of machinery, without [\*\*2] having paid the United States license tax as a commercial broker or commission merchant; the court entered the nonsuit, which the court in banc refused to take off.

This was assigned for error by the plaintiff on the removal of the record to the Supreme court.

The Act of Congress of June 30th 1864, 2 Brightly's U.S. Dig. 227, 230, pl. 77, 79, 99, which was the ground of the nonsuit, provides as follows: --

"Sect. 71. That no person, firm, company or corporation shall be engaged in, prosecute or carry on any trade, business or profession hereinafter mentioned and described, until he or they shall have obtained a license therefor in the manner hereinafter provided.

"Sect. 73. That any person carrying on business, &c., without a license, shall be liable for each offence to certain fine and imprisonment as therein set out.

"Sect. 79. That commercial brokers shall pay twenty dollars for each license. Any person or firm whose business it is, as a broker, to negotiate sales or purchases of goods, wares, products or merchandise \* \* \* shall be regarded a commercial broker under this act."

**DISPOSITION:** Judgment affirmed.**CASE SUMMARY**

**PROCEDURAL POSTURE:** Plaintiff broker sought writ of error review of a judgment of the District Court of Philadelphia County, No. 73 (Pennsylvania), which, in an action of assumpsit brought against defendant seller to recover commissions for the sale of certain machinery, entered a nonsuit against the broker on the ground that he could not have maintained his action without having paid the tax that was required by the Act of Congress of June 30, 1864.

**OVERVIEW:** The broker claimed that he was employed by the seller to sell the machinery and that he advertised the same for sale. When asked whether he had ever obtained a license or had paid a license tax, he answered that he had not done so. The court noted that under the Act of Congress of June 30, 1864, § 71, no person could have engaged in a trade, business, or profession therein described until he had obtained a license in the manner provided. The act further provided for a fine and imprisonment for its violation, and included commercial brokers. On review the court found no error. The court held that, where a contract was made about a contract or thing that was prohibited and made unlawful by statute, it was void, though the statute itself did not declare it so, but only inflicted a penalty on the offender. The test whether a demand connected with an illegal transaction was capable of being enforced by law was whether the broker required the aid of the illegal transaction to establish his case. In the present action, the moment the broker opened his case he showed that he was engaged in a business that was contrary to a clear and express Act of Congress.



**OUTCOME:** The court affirmed the district court's judgment.

**CORE TERMS:** broker, founded, license, void, illegal transaction, declare, Act of Congress, machinery, carrying, illegal act, revenue laws, malum, lend, sale of certain, imprisonment, sect, fine

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#### HEADNOTES / SYLLABUS

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L. C. Cleemann and G. Sergeant, for defendant in error. -- Courts of justice will not assist a plaintiff in recovering under a **contract** made in violation of the law: Maybin v. Coulon, 4 Yeates 34; Mitchell v. Smith, 1 Binney 118; Seidenbender v. Charles, 4 S. & R. 159; Columbia Bank v. Haldeman, 7 W. & S. 235; Biddis v. James, 6 Binney 329; Evans v. Hall, 9 Wright 236; Bowman v. Coffroth, 9 P. F. Smith 19; Smith v. Mahood, 14 M. & W. 452; Marshall v. Railroad Co., 16 Howard 334; Tripp v. Bishop, 6 P. F. Smith 430.

**JUDGES:** Before Read, C. J., Agnew, Sharswood, Williams and Mercur, JJ. Mercur, J. Sharswood and Williams, JJ., dissented.

**OPINION BY:** MERCUR

**OPINION**

[\*200] The opinion of the court was delivered, March 17th 1873, by

Mercur, J. -- The plaintiff brought this suit to recover commissions for the sale of certain machinery sold by him for defendant. It appeared upon the trial of the cause, that the plaintiff was carrying on the business [\*\*5] of a commercial broker, and as such broker rendered the services for which the commissions were claimed. He also testified that he had not taken out a license nor paid a special tax, under the Act of Congress. Upon this the learned judge nonsuited the plaintiff and judgment was entered thereon. This is assigned for error.

The question thus presented is, did the plaintiff's omission to pay the tax and obtain the license as a commercial broker, bar his recovery of commissions for services rendered as such broker.

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Judgment affirmed.

Sharswood and Williams, JJ., dissented.

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73 Pa. 198, \*; 1873 Pa. LEXIS 65, \*\*

Holt v. Green.

[NO NUMBER IN ORIGINAL]

SUPREME COURT OF PENNSYLVANIA

73 Pa. 198; 1873 Pa. LEXIS 65

February 24, 1873, Argued  
March 17, 1873, Decided**PRIOR HISTORY:** [\*\*1] Error to the District Court of Philadelphia: No. 73, to January Term 1871.

This was an action of assumpsit, brought January 18th 1869, by Frederick F. Holt, against Joseph Green.

The plaintiff's bill of particulars was as follows: --

"The plaintiff's demand is founded on his claim to commissions as a broker or salesman on commission for the sale of certain cards, and spinning and other machinery of a cotton or woollen mill put in his hands for sale by the defendant above named, on or about May 1866."

The case was tried May 5th 1869, before Stroud, J.

The plaintiff testified that he was employed by the defendant Joseph Green, to sell for him certain machinery, and that he advertised the same for sale; upon cross-examination he testified that his business was buying and selling machinery for other parties, and being asked whether he had ever obtained a United States license, or paid a United States license tax, answered that he had not done so, never having been asked to do so.

The defendant then moved the court to enter a nonsuit against the plaintiff, on the ground that he could not maintain his action for commissions for the sale of machinery, without [\*\*2] having paid the United States license tax as a commercial broker or commission merchant; the court entered the nonsuit, which the court in banc refused to take off.

This was assigned for error by the plaintiff on the removal of the record to the Supreme court.

The Act of Congress of June 30th 1864, 2 Brightly's U.S. Dig. 227, 230, pl. 77, 79, 99, which was the ground of the nonsuit, provides as follows: --

"Sect. 71. That no person, firm, company or corporation shall be engaged in, prosecute or carry on any trade, business or profession hereinafter mentioned and described, until he or they shall have obtained a license therefor in the manner hereinafter provided.

"Sect. 73. That any person carrying on business, &c., without a license, shall be liable for each offence to certain fine and imprisonment as therein set out.

"Sect. 79. That commercial brokers shall pay twenty dollars for each license. Any person or firm whose business it is, as a broker, to negotiate sales or purchases of goods, wares, products or merchandise \* \* \* shall be regarded a commercial broker under this act."

**DISPOSITION:** Judgment affirmed.**CASE SUMMARY**

**PROCEDURAL POSTURE:** Plaintiff broker sought writ of error review of a judgment of the District Court of Philadelphia County, No. 73 (Pennsylvania), which, in an action of assumpsit brought against defendant seller to recover commissions for the sale of certain machinery, entered a nonsuit against the broker on the ground that he could not have maintained his action without having paid the tax that was required by the Act of Congress of June 30, 1864.

**OVERVIEW:** The broker claimed that he was employed by the seller to sell the machinery and that he advertised the same for sale. When asked whether he had ever obtained a license or had paid a license tax, he answered that he had not done so. The court noted that under the Act of Congress of June 30, 1864, § 71, no person could have engaged in a trade, business, or profession therein described until he had obtained a license in the manner provided. The act further provided for a fine and imprisonment for its violation, and included commercial brokers. On review the court found no error. The court held that, where a contract was made about a contract or thing that was prohibited and made unlawful by statute, it was void, though the statute itself did not declare it so, but only inflicted a penalty on the offender. The test whether a demand connected with an **illegal transaction** was capable of being enforced by law was whether the broker required the aid of the **illegal transaction** to establish his case. In the present action, the moment the broker opened his case he showed that he was engaged in a business that was contrary to a clear and express Act of Congress.

**OUTCOME:** The court affirmed the district court's judgment.

**CORE TERMS:** broker, founded, license, void, illegal transaction, declare, Act of Congress, machinery, carrying, illegal act, revenue laws, malum, lend, sale of certain, imprisonment, sect, fine

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**HN2** An action founded upon a violation of the laws of the United States or of the State of Pennsylvania cannot be maintained in the courts of the State of Pennsylvania. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

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**HN3** An action founded upon a **transaction** prohibited by a statute cannot be maintained, although a penalty is imposed for violating the law. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

[Contracts Law > Defenses > Illegal Bargains](#)  
**HN4** Where a **contract** is made about a **contract** or thing that is prohibited and made unlawful by statute, it is void, though the statute itself does not declare it shall be so, but only inflicts a penalty on the offender. There is no distinction in the State of Pennsylvania whether the **contract** is malum prohibitum or malum in se. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

[Contracts Law > Defenses > Illegal Bargains](#)  
[Governments > Courts > Authority to Adjudicate](#)  
**HN5** The test whether a demand connected with an **illegal transaction** is capable of being enforced by law is whether the plaintiff requires the aid of the **illegal transaction** to establish his case. If a plaintiff cannot open his case without showing that he has broken the law, a court will not assist him. [More Like This Headnote](#) | [Shepardize: Restrict By Headnote](#)

#### HEADNOTES / SYLLABUS

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#### SYLLABUS

A commercial broker cannot recover commissions unless **[\*\*3]** he has taken out a license under the 71st sect. of the Act of Congress of June 30th 1864.

An action cannot be maintained in Pennsylvania founded on a violation of an United States law.

Although a **contract** may not be declared by the statute void; and a penalty may be imposed for its violation; an action cannot be maintained on a **contract** in violation of a statute.

There is no difference whether the **contract** is *malum prohibitum* or *malum in se*.

The test is whether the plaintiff requires the **illegal transaction** to establish his case.

Public policy will not allow courts to aid one grounding his action on an **illegal** or criminal act.

Maybin v. Coulon, 4 U.S. 298, 4 Dall. 298, 1 L. Ed. 841, followed.

**COUNSEL:** W. W. Montgomery and R. L. Ashhurst, for plaintiff in error. -- The Act of Congress must be construed as affecting only the right to sue in the United States courts, since it would be unconstitutional if considered as affecting the right of action of a citizen of a state in the state courts. The Congress of the United States cannot prescribe rules of evidence in state courts, nor can it make the courts of a state the machinery for enforcing national laws: Prigg v. The Commonwealth **[\*\*4]** of Pennsylvania, 16 Peters 539; Latham v. Scott, 45 Ill. 27; Heister v. Cobb, 1 Bush 239; Carpenter v. Snelling, 97 Mass. 452; Lynch v. Moore, Id. 458; People v. Gates, 43 N. Y. 40; Clemens v. Conrad, 19 Mich. 190; Griffin v. Ramsey, 35 Conn. 239.

L. C. Cleemann and G. Sergeant, for defendant in error. -- Courts of justice will not assist a plaintiff in recovering under a **contract** made in violation of the law: Maybin v. Coulon, 4 Yeates 34; Mitchell v. Smith, 1 Binney 118; Seidenbender v. Charles, 4 S. & R. 159; Columbia Bank v. Haldeman, 7 W. & S. 235; Biddis v. James, 6 Binney 329; Evans v. Hall, 9 Wright 236; Bowman v. Coffroth, 9 P. F. Smith 19; Smith v. Mahood, 14 M. & W. 452; Marshall v. Railroad Co., 16 Howard 334; Tripp v. Bishop, 6 P. F. Smith 430.

**JUDGES:** Before Read, C. J., Agnew, Sharswood, Williams and Mercur, JJ. Mercur, J. Sharswood and Williams, JJ., dissented.

**OPINION BY:** MERCUR

**OPINION**

[\*200] The opinion of the court was delivered, March 17th 1873, by

Mercur, J. -- The plaintiff brought this suit to recover commissions for the sale of certain machinery sold by him for defendant. It appeared upon the trial of the cause, that the plaintiff was carrying on the business [\*\*5] of a commercial broker, and as such broker rendered the services for which the commissions were claimed. He also testified that he had not taken out a license nor paid a special tax, under the Act of Congress. Upon this the learned judge nonsuited the plaintiff and judgment was entered thereon. This is assigned for error.

The question thus presented is, did the plaintiff's omission to pay the tax and obtain the license as a commercial broker, bar his recovery of commissions for services rendered as such broker.

HN1-- The Act of Congress of June 30th 1864, sect. 71, provides, that no person \* \* \* shall be engaged in prosecuting or carrying on any trade, business or profession hereafter mentioned and described until he \* \* shall have obtained a license therefor, in the manner, herein-after provided. Section 73 provides, that any person carrying on the business without a license, shall be liable for each offence to a certain fine and imprisonment therein specified.

Sect. 79 provides that commercial brokers shall pay twenty dollars for each license. Any person whose business it is as a broker to negotiate sales or purchases of goods, wares, products or merchandise shall be regarded a commercial [\*\*6] broker under this act.

HN2-- An action founded upon a violation of the laws of the United States or of this state, cannot be maintained in the courts of this state: Maybin v. Coulon, 4 U.S. 298, 4 Dall. 298, 1 L. Ed. 841; s. c. 4 Yeates 24.

It is not necessary that the statute should expressly declare the **contract** to be void. HN3-- An action founded upon a **transaction** prohibited by a statute, cannot be maintained, although a penalty be imposed for violating the law: Seidenbender et al. v. Charles's Admsrs., 4 Serge. & Rawle 151. Hence HN4-- where a **contract** is made about a **contract** or thing which is prohibited and made unlawful by statute, it is void, though the statute itself does not declare it shall be so, but only inflicts a penalty on the offender: Columbia Bridge Co. v. Haldeman, 7 Watts & Serg. 233. Nor is there any distinction in this state, whether the **contract** is *malum prohibitum* or *malum in se*: Id. 235.

HN5-- The test whether a demand connected with an **illegal transaction** is capable of being enforced by law, is whether the plaintiff requires the aid of the **illegal transaction** to establish his case: Swan v. Scott, 11 Serge. & Rawle 155; Thomas v. Brady, 10 Barr 170; Scott v. Duffy, 2 Harris 20. If a plaintiff [\*\*7] cannot open his case without [\*201] showing that he has broken the law, a court will not assist him: Thomas v. Brady, *supra*. It has been well said that the objection may often sound very ill in the mouth of a defendant, but it is not for his sake the objection is allowed, it is founded on general principles of policy which he shall have the advantage of, contrary to the real justice between the parties. That principle of public policy is that no court will lend its aid to a party who grounds his action upon an immoral or upon an **illegal** act: Mitchell v. Smith, 1 Binn. 110; Seidenbender v. Charles's Admsrs., *supra*. The principle to be extracted from all the cases is, that the law will not lend its support to a claim founded on its own violation: Coppell v. Hall, 74 U.S. 542, 7 Wall. 542, 19 L. Ed. 244.

Apply these principles to this case. The bill of particulars served on the defendant avers, "the plaintiff's demand is founded on his claim to commissions as a broker or salesman on commission, for the sale of certain cards and other spinning and their machinery of a cotton or woollen mill, put in his hands for sale by the defendant, on or about May 1866." Upon the trial he testified [\*\*8] that his business was buying and selling machinery for other parties. The moment he opened his case, he showed that he was engaged in a business directly contrary to a clear and express Act of Congress. That for so doing, he was liable to a fine and imprisonment. The intent with which he did it, cannot be inquired into in this action. His right to commissions as shown rested upon his **illegal** acts. His right to recover in law, must depend upon his legal right to perform the services. The facts to which he testified, showed he had no such right.

Without the aid of his **illegal transactions**, he could not, and did not, show any services performed. His case as he exhibits it is based upon a clear violation of the statute. He grounds his action upon that violation. Thus resting his case, he cannot successfully invoke the aid of a court.

We are aware there are some English authorities, as well as decisions in some of our sister states, that make a distinction in cases of **contracts** predicated of a violation of the revenue laws, and especially that class of them which does not expressly declare the **contract** to be void. The case of Aiken v. Blaisdell, 41 Vt. 655, is a strong case, going [\*\*9] to sustain a **contract** of sale contrary to law. We prefer, however, to stand by our own decisions. The case of Maybin v. Coulon, *supra*, was based upon a violation of the revenue laws of the United States, and the unbroken current of authorities in this state, is to hold a **contract** void which is grounded upon a clear violation of a statute, although it may not be expressly so declared by its terms.

Judgment affirmed.

Sharswood and Williams, JJ., dissented.

Source: Legal > / ... / > PA State Cases, Combined

Terms: contract illegal transaction (Edit Search | Suggest Terms for My Search)

View: Full

Date/Time: Monday, January 18, 2010 - 2:30 PM EST

\* Signal Legend:

- - Warning: Negative treatment is indicated
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m a c h i p o n g o

coalition for shareholder value

DL

February 2, 2008

Patricia A. Tomanio  
RR 2 Box 2011  
Stroudsburg, PA 18360-9504

Dear Pat:

I am writing this short note in the interest of keeping you informed of my efforts to bring a responsible and profitable business approach to the operation of Machipongo Land & Coal Company.

The Board of Directors, which currently consists of Patricia Ann Tomanio, Julia Anne Nestlerode, and Carol Pataky are acting in a very responsible manner to fulfill their duties and responsibilities to the Corporation. Their efforts are made more difficult by the absence of a business office with paid staff to perform the many duties that are required for responsible corporate management.

I have made myself available to them for consultation, at no charge, and one of my first recommendations has been that Directors should be compensated for the time they devote to corporate oversight and for the legal responsibility they shoulder as corporate Directors. A recent study indicates that, on average, Directors of corporations devote from 140 to 160 hours per year fulfilling their duties as Director.

I have suggested that as a benchmark for compensation of Directors that we look to the management of financial investment funds, which typically charge an annual management fee of 2.5% - 3% of the value of the assets being managed. Applying that formula to Machipongo's combined cash and real estate assets estimated at \$300,000, would result in a range of \$7,500 - \$9,000 being allocated to the entire Board of Directors and Officers per year. With a seven-member Board, such a formula would result in approximately \$1,000 to \$1,300 per Director per year. With a five member Board, it would result in \$1,500 to \$1,800 per Director per year.

As current Directors will attest, the time and knowledge required to responsibly fulfill their legal duties to the Corporation is substantial. There is currently no permanent business office, nor is there a chief operating officer on staff, with the knowledge and support services to provide direction and guidance to the Board, strategic analysis and planning for the business operations, accounting services, and administrative support.

I will be putting together a questionnaire for prospective candidates for election to the Board of Directors at the annual meeting in May 2008. I will also provide a survey to discover the level of interest of Shareholders to attend the Annual Meeting, which is scheduled for May 10<sup>th</sup>, Mother's Day weekend. If we could reserve a block of rooms at a conference hotel in the State College area, we could provide for a group dinner the evening prior to the meeting to allow for social interaction, and perhaps a golf tournament or other activities on Saturday morning, prior to the meeting. With proper meeting facilities, we could provide audio visual materials to explain the property owned by Machipongo, and outline some potential business strategies for the company.

Look for those two items to arrive in the mail in the coming weeks. Your feedback is welcome!

Best regards,

  
Art Minds



Trudy

DA2

**From:** "Geraci, Judith" <beri.geraci@philips.com>  
**To:** "Trudy G. Lumadue" <naddeolaw.lumadue@atlanticbnn.net>  
**Cc:** "Pat" <paterato@ptd.net>  
**Sent:** Friday, November 20, 2009 2:15 PM  
**Attach:** Arthur J Minds reimbursement amount due for payment 11-20-09-rev.doc  
**Subject:** FW: Notice of Appeal - A J Minds vs. Machipongo  
 Trudy,

Patty and I have been talking this morning, and we think you should have this email from Art to the Board (and the rest of the world) outlining in his own words justification for the expenses he was submitting. Our comments are provided in red.

Also, here is a corrected version of the allowed expenses; the total was incorrect.

Thanks,  
 Beri

---

**From:** Art Minds [mailto:art.minds@artminds.com]  
**Sent:** Monday, December 08, 2008 9:13 PM  
**To:** J. Arthur Minds; Geraci, Beri; Martin Shimmel; Julia Anne Nestlerode  
**Cc:** Art Minds; Geraci, Beri; Bernice Marstiller; Carol Pataky; Carolyn Doerfert; Cathy Young; Claude Schmitt; Dave Vandenberg; Gary Kephart; Greg Jones; Gunther Doerfert; J. Arthur Minds; John Jones; Josephine Jones; Julia Anne Nestlerode; Julia Gaskill; Kevin Minds; Louise Shimmel; Martin Shimmel; Nicholas Erickson; Patricia Tomanio; Ray Pursley; Sharon Minds  
**Subject:** Notice of Appeal - A J Minds vs. Machipongo

Machipongo Directors/Shareholders:

Today I received the attached Notice of Appeal filed by legal counsel for Machipongo in response to the default judgment that was entered against Machipongo and in my favor in November in the magistrate court in Houtzdale. I appeared to present my case, but neither Ms. Tomanio nor any representative from Machipongo appeared to defend the suit, and accordingly default judgment was entered in my favor.

President Tomanio apparently would rather expend company funds on legal fees than to reimburse me for legitimate, documented expenses, or to fulfill her duties as President and to appear on behalf of Machipongo at the original trial to make her case as to why I should not be reimbursed the fees. Magistrate court in PA is the equivalent of small claims court in other states, and attorneys are not permitted. It's intended for a low-cost resolution of minor disputes.

Do any of you really believe that I have a personal obligation to contribute capital to the corporation, by absorbing expenses that benefited the company and were necessary to the preparation and conduct of the Annual Shareholders' Meeting? I think not, and trust the courts will also. I know of no business person that would seek to engage in litigation for a sum as small as \$1,000. Anyone engaged in the business world today knows that your legal fees rapidly will exceed the amount of the claim. No offer of settlement has been made, and Ms. Tomanio is obviously engaging in a grudge match with shareholder funds.

The expenses incurred by me and itemized with receipts include the following:

- (1) Laser printable Avery label name tags that were worn by each shareholder in attendance; [name tags had already been purchased by Secretary Pataky, new tags were not needed]
- ✓ (2) #9 envelopes for the return of proxies included with the official Notice of Annual Meeting mailed by the corporate secretary; [allowed]
- (3) Two comprehensive manuals for corporate directors published by the National Association of Corporate Directors, for a combined cost of \$150, which were then reproduced via photocopy (contrary to copyright law, with the intent of saving money for Machipongo), bound, and mailed to

copying  
 violation

11/20/2009

each of the then-current Directors, and to all Director candidates (Sharon Minds, Carolyn Doerfert, Beri Geraci, Martin Shimmel, and one retained for myself as a Director candidate). [These were not requested and should not have been copied in violation of copyright.]

(4) Copies of the original deeds in the entire chain of title for the real estate which is owned by Machipongo, originally from the Daniel Houtz heirs, et al. to the Prospect Shaft Company, the deed from the County Trustee to Elizabeth K. Minds when she purchased the Prospect Shaft property at tax sale, the copy of the Deed from Elizabeth K. Minds to Machipongo Land & Coal Company, and the copy of the court order on the quiet title action filed by Attorney Peter Smith on behalf of Machipongo against the heirs of Daniel Houtz, and others that were the original grantees to the Prospect Shaft Company, quieting title in Machipongo. This information was intended to be presented to the newly elected Directors during the transition process prior to the new Directors taking office, but Ms. Tomanio's refusal to call any transition planning sessions, in spite of repeated requests from me and others, have resulted in three directors (Tomanio, Geraci, and Shimmel) proceeding in ignorance of basic underlying facts regarding the real estate owned by the company, and discussing the further expenditure of funds to ascertain the state of title to the real estate. [Deeds were not required for the annual meeting; the company already had these in the records. The copies purchased by AJM were never turned over to the Company.]

(5) Copies of tax assessor parcel maps, with aerial photography overlays, with highlighted boundaries showing the property owned by Machipongo, including PDF versions suitable for projection on the screen at the annual meeting (Ms. Tomanio's failure to join the other directors the day prior to the meeting to rehearse the agenda, and prepare as a team, resulted in the shareholders present at the meeting being denied the benefits of a wealth of information). [These were not required for the annual meeting, the company already had these in the records. The copies purchased by AJM were never turned over to the Company.]

(6) Several small paperback reference works written by a nationally recognized parliamentarian on the effective conduct of meetings and the use of Roberts Rules of Order to achieve fairness and orderly conduct of business in a meeting which all then-current Directors expected to be rather fractious and disorderly without a solid framework within which to conduct the meeting. We had no idea that Ms. Tomanio was going to be contributing to the power grab that was attempted at the meeting, when Mr. Pursley moved that instead of Roberts Rules being used for the conduct of the meeting, ultimate power be granted to Tomanio to unilaterally rule on any issue as she so desired, without any reference to rules. Fortunately, that motion was defeated. [Other Directors had purchased their own copies of some of these publications; the copies purchased by were never turned over to the company.]

(7) The cost of a modest working dinner for myself and the representative from the electronic vote tabulation company contracted to assist with the meeting, while we prepared sample questions to educate the shareholders on the use of the voting system and to assure that the weighted votes based on number of shares was accurately programmed into their system. Our preparation time extended far past dinner, and past midnight, as we prepared sample questions that were education quiz type questions related to Machipongo's history and property for testing. Ms. Tomanio fumbled her way through that process, because of her failure to prepare for the meeting as the other Directors did. [President never called and never authorized either the working dinner or the proposed rehearsal meeting, representative was presumably on an expense account.]

(8) The cost of a hotel room the night prior to the meeting adjacent to the meeting location, necessitated by the late night preparation and the need for early morning setup prior to the start of the meeting, since I was the principal person assigned to work with the electronic voting tabulation company and to assist with the setup of the shareholder registration process and other necessary activities. The then-current directors were placing total reliance on me to assure the smooth conduct of the annual meeting. [AJM lived within travel distance of hotel; other Directors did not stay at the hotel, this expense was not authorized, and coming up with 10 test questions should not have required so long.]

(9) Minor miscellaneous and postage costs related to sending prepared materials to the corporate secretary in Pennsylvania both prior to and following the meeting. [allowed]

(10) Lunch for the shareholders in attendance, because Ms. Tomanio refused to do a run through of the meeting agenda, to time the sequence of events and to properly allow for breaks and lunch. A lunch break was forced on Ms. Tomanio by the Shareholders, many of whom are elderly, and in Ms. Tomanio's wisdom, she left everyone on their own to seek out lunch at nearby restaurants in the 15 or 20 minutes she announced was the time allotted for lunch. Seeing that there was no way that a large group of people could seek out lunch on their own, and to find sufficient food to get them through what was to be at least 3 hours more meeting time, I made an executive decision to purchase several large salad bowls from The Olive Garden nearby, with bread sticks, and brought the food into the meeting room to feed the shareholders. The cost of that lunch is the only cost that Ms. Tomanio has voluntarily agreed to reimburse. [allowed; reimbursed]

Please let Ms. Tomanio know that the shareholders of a corporation are not expected to continue to contribute capital to the corporation, and that legitimate corporate administrative expenses should be reimbursed to those that incurred them. Voice your opinion also that it is preferable to reimburse Directors for expenses that to expend corporate funds on legal fees opposing the reimbursement of expenses to Directors. I assure you

US Attorneys > USAM > Title 9 > Criminal Resource Manual 1852  
prev | next | Criminal Resource Manual

D# 3

## **1852 Copyright Infringement—Penalties—17 U.S.C. § 506(a) and 18 U.S.C § 2319**

Penalties to be applied in cases of criminal copyright infringement (i.e., violations of 17 U.S.C. § 506(a)), are set forth at 18 U.S.C. § 2319. Congress has increased these penalties substantially in recent years, and has broadened the scope of behaviors to which they can apply. See this Manual at 1847.

Statutory penalties are found at 18 U.S.C. § 2319. A defendant, convicted for the first time of violating 17 U.S.C. § 506(a) by the unauthorized reproduction or distribution, during any 180-day period, of at least 10 copies or phonorecords, or 1 or more copyrighted works, with a retail value of more than \$2,500 can be imprisoned for up to 5 years and fined up to \$250,000, or both. 18 U.S.C. §§ 2319 (b), 3571(b)(3).

Defendants who have previously been convicted of criminal copyright infringement under 18 U.S.C. § 2319(b)(1) may be sentenced to a maximum of 10 years imprisonment, a \$250,000 fine, or both. Finally, a defendant is guilty of a misdemeanor violation if he violated rights other than those of reproduction or distribution, or has reproduced or distributed less than the requisite number of copies, or if the retail value of the copies reproduced or distributed did not meet the statutory minimum, or if other elements of 17 U.S.C. § 506(a) are not satisfied. Misdemeanants can be sentenced a maximum of one year and can be fined a maximum of \$100,000. See 18 U.S.C. §§ 2319(b)(3), 3571(b)(5).

Sentences for criminal copyright infringement and trademark counterfeiting are currently determined by reference to section 2B5.3 of the *Sentencing Guidelines*. That guideline establishes, as a Specific Offense characteristic, that if "the retail value of the infringing items exceeded \$2,000," then the guideline level is to be increased by the corresponding number of levels from the table in section 2F1.1. The Commentary further makes clear that the term "infringing items," as used above, "means the items that violate the copyright or trademark laws (not the legitimate items that are infringed upon)." It is not entirely clear, however, what is meant by "retail value" in this context, and courts have relied upon a number of methods to achieve equitable results. Prior to the sentencing phase in intellectual property cases, prosecutors are advised to consult with the Criminal Division's Computer Crime and Intellectual Property Section, and to review pertinent portions of that Section's *Intellectual Property Rights Prosecution Manual*.

These sentencing provisions affect the plea negotiation process in two ways. First, because a plea involving these enhanced penalties must include recognition of the number of infringing copies involved in the offense, the prosecutor must establish a factual record to support the sentence. In addition, by tying the most severe sanction to copyright recidivists, 18 U.S.C. § 2319 introduces an additional

element into plea negotiations. In cases involving individual and corporate defendants, prosecutors may wish to obtain individual pleas, since those pleas could be used in subsequent prosecutions to enhance a defendant's sentence.

[cited in USAM 9-71.001]

# Art Minds and Associates

Edge Timberline Software Certified Consultant

260 S Los Robles Ave Ste 331  
Pasadena, CA 91101

• Office (626) 792-2477  
• Mobile (310) 994-2010

## Invoice

Date	Invoice #
6/25/2008	5264

Bill To
Machipongo Land & Coal Company Julia Anne Nestlerode PO Box 148 Mackeyville, PA 17750-0148

Terms	Project
Due on receipt	Adviser to Board of ...

Date	Item	Description	Qty	Rate	Amount
1/23/2008	Misc Reimb	A Guide for Directors of Privately Held Companies	1.00	75.00	75.00
1/23/2008	Misc Reimb	Board Dynamics: How to Get Results from your Board	1.00	75.00	75.00
1.23/2008	Misc Reimb	Freight	1.00	5.00	5.00
2/1/2008	Misc Reimb	Clearfield County Assesor Parcel Maps showing Machipongo property	4.00	10.00	40.00
2.1/2008	Misc Reimb	Mailing tube/postage for sending maps	1.00	15.66	15.66
2/1/2008	Misc Reimb	Annual membership fee for unlimited access to corporate minutes service	1.00	38.55	38.55
2/6/2008	Misc Reimb	5 copies ea of 2 NACD manuals	10.00	5.49	54.90
2/6/2008	Misc Reimb	Sales tax	1.00	4.53	4.53
2/6/2008	Misc Reimb	Copies of 11 x 17 survey maps from Keller Engineering for all Shareholders	30.00	1.55867	46.76
3/6/2008	Misc Reimb	#9 Return envelopes for Proxies and Director Nominations	1.00	13.20	13.20
3/6/2008	Misc Reimb	Stamps for #9 envelopes	1.00	12.30	12.30
3/29/2008	Misc Reimb	Online Legal Forms from LawDepot.com - Consent to be Director of PA corporation	1.00	10.27	10.27
4/3/2008	Misc Reimb	Research PA Bus Corp Law	1.00	9.00	9.00
4/3/2008	Misc Reimb	Research PA Bus Corp Law	1.00	9.00	9.00
4/6/2008	Misc Reimb	Roberts Rules of Order, Newly Revised, In Brief	1.00	6.95	6.95
4/6/2008	Misc Reimb	The Complete Idiot's Guide to Robert's Rules	1.00	11.53	11.53
4/6/2008	Misc Reimb	The Guerilla Guide to Robert's Rules	1.00	10.17	10.17
4/6/2008	Misc Reimb	Shipping and Handling	1.00	5.97	5.97
4/20/2008	Misc Reimb	Legal forms for Machipongo Proxy and Annual Meeting Notice	1.00	20.00	20.00
4/24/2008	Misc Reimb	FEDEX KINKOS #3701 PASADENA CA - Binding add'l copies of NACD manuals for Director candidates	1.00	17.82	17.82
5/8/2008	Misc Reimb	Aerial overlay maps of Machipongo	2.00	25.00	50.00
5/8/2008	Misc Reimb	Copy of Machipongo Deed	1.00	4.00	4.00
5/8/2008	Misc Reimb	Easel pad / markers for Annual Meeting	1.00	24.78	24.78
5/9/2008	Misc Reimb	Dinner - Josh Ricca - Meridia ARS / preparation of questions for Annual Meeting	1.00	50.54	50.54
5/9/2008	Misc Reimb	Name badges for Annual Meeting	1.00	27.55	27.55
5/9/2008	Misc Reimb	Aerial overlay maps showing Machipongo parcels	2.00	25.00	50.00
5/10/2008	Misc Reimb	Annual Meeting - Lunch for Shareholders - Salads/bread sticks	1.00	34.70	34.70
We appreciate your prompt payment.			<b>Total</b>		

**Art Minds and Associates**

Sage Timberline Software Certified Consultant

260 S Los Robles Ave Ste 331  
Pasadena, CA 91101

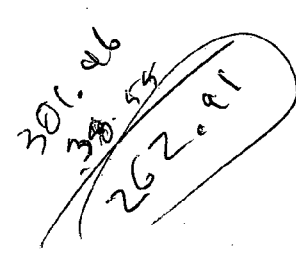
- Office (626) 792-2477
- Mobile (310) 994-2010

**Invoice**

Date	Invoice #
6/25/2008	5264

<b>Bill To</b>
Machipongo Land & Coal Company Julia Anne Nestlerode PO Box 148 Mackeyville, PA 17750-0148

Terms	Project
Due on receipt	Adviser to Board of ...

Date	Item	Description	Qty	Rate	Amount
5/11/2008	Misc Reimb	Late evening/early morning preparation for Shareholder's meeting	1.00	133.96	133.96
5/19/2008	Misc Reimb	Binding add'l copies of NACD Manuals for Geraci and Shimmel, extra set	6.00	5.94333	35.66
5/20/2008	Misc Reimb	Handbook for Effective Meetings	1.00	6.50	6.50
5/20/2008	Misc Reimb	Basics of Parliamentary Procedure	1.00	5.00	5.00
5/28/2008	Misc Reimb	Copies of various Machipongo deeds affecting gas rights	1.00	26.00	26.00
6/13/2008	Misc Reimb	Distribution copies of Annual Meeting minutes and Envelopes for return of survey	1.00	49.73	49.73
2/4/2008	Misc Reimb	Postage - Carol Pataky	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - Patricia Tomanio	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - Julia Anne Nestlerode	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - J. Arthur Minds	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - Carol Pataky	1.00	4.60	4.60
4/25/2008	Misc Reimb	Postage - Sharon Minds	1.00	4.60	4.60
4/25/2008	Misc Reimb	Postage - Carolyn Doerfert	1.00	4.60	4.60
5/19/2008	Misc Reimb	Postage - Beri Geraci	1.00	6.80	6.80
5/19/2008	Misc Reimb	Postage - Martin Shimmel	1.00	8.25	8.25
					
We appreciate your prompt payment.				<b>Total</b>	\$1,027.28



*2 Receipt one*  
CLEARFIELD COUNTY  
ASSESSMENT OFFICE  
THANK YOU

*Just - \$10.00*

Hyde Main Post Office  
Hyde, Pennsylvania  
168439998  
4125460843 -0098  
01/28/2008 (814)765-6773 02:58:30 PM

Product Description	Sale Qty	Unit Price	Final Price
Mail Tube 2x24 - RP PASADENA CA 91101 Zone-8 First-Class Parcel 6.00 oz.	1	\$2.49	\$2.49
			\$1.98
Issue PVI:			\$1.98

Total: \$4.47

Paid by:  
Cash \$5.00  
Change Due: -\$0.53

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#: 1000200849395  
Clerk: 04

All sales final on stamps and postage.  
Refunds for guaranteed services only.  
Thank you for your business.

\*\*\*\*\*  
HELP US SERVE YOU BETTER

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

TELL US ABOUT YOUR RECENT  
POSTAL EXPERIENCE

YOUR OPINION COUNTS

\*\*\*\*\*

Customer Copy

CLEARFIELD MPO  
CLEARFIELD, Pennsylvania  
168302566  
4125460830 -0098  
02/01/2008 (814)765-5671 12:23:13 PM

Product Description	Sale Qty	Unit Price	Final Price
Mail Tube 3x36 - RP PASADENA CA 91101 Zone-8 Priority Mail 1 lb. 0.10 oz.	1	\$3.69	\$3.69
			\$7.50
Issue PVI:			\$7.50

Total: \$11.19

Paid by:  
Visa \$11.19  
Account #: XXXXXXXXXXXX0972  
Approval #: 012310  
Transaction #: 193  
23 903050524

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#: 1000201511085  
Clerk: 09

All sales final on stamps and postage.  
Refunds for guaranteed services only.  
Thank you for your business.

\*\*\*\*\*  
HELP US SERVE YOU BETTER

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

TELL US ABOUT YOUR RECENT  
POSTAL EXPERIENCE

YOUR OPINION COUNTS

\*\*\*\*\*

Customer Copy



## Art Minds

**From:** LawDepot.com [LawDepotTechHelp@lawdepot.com]  
**Sent:** January 29, 2008 5:58 PM  
**To:** Art Minds  
**Subject:** Your LawDepot.com Order Confirmation  
**Importance:** High

Thank you for purchasing your legal documents from LawDepot.com

This email contains the following information:

- Order Summary
- Accessing The LawDepot Site
- My Account
- Getting Additional Help
- Referring Your Friends

### Order Summary

**Order Number:** LWS012908-185816-063

**Order Date:** Jan 29, 2008 18:58 pm

**Order Details:**

Directors' Resolution (US) - (Multiple Use License)	\$37.50
Sub Total:	\$37.50
Total (USD):	\$37.50

*38.55 after conversion from Canadian \$*

### Accessing The LawDepot Site

In order to print, edit, or save your document, you must be signed in. To sign in, click here:

<http://www.lawdepot.com/signin.php>

If the above link does not work, go to [www.lawdepot.com](http://www.lawdepot.com) and click on the Sign In link located at the top left hand corner of the webpage.

Your username is:

[art.minds@artminds.com](mailto:art.minds@artminds.com)

Your password is:

CKLVUNUIAJ

Note: To change your password, sign in to our website, and click the Account Info tab on the My Account page.

For a list of all our contracts, visit our Document Center:

<http://www.lawdepot.com/contracts/>

### My Account

The "My Account" page can be used to:

- View current licenses and when they expire
- Update your account information including changing your password
- Manage subscriptions

6/3/2008

# FedEx Kinko's

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

2/6/2008 1:02:10 PM PST  
Trans.: 1077 Branch: 3701  
Register: 003 Till: 019815  
Team Member: Chad L.

SALE

*Binding Manuals  
Directors  
5 sets of 2 manuals  
for Board of Directors*



\* 3 7 0 1 0 0 3 1 0 7 7 \*

Bind Coil Mixed Std 54.90 T  
0887 10.00 @ 5.4900

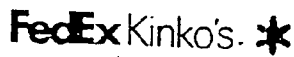

Sub-Total 54.90  
Deposit 0.00  
Tax 4.53  
Total 59.43  
AmEx (S) 59.43

Account: 1006  
Auth: 529831 (A)  
Total Tender 59.43  
Change Due 0.00

Thank you for visiting

FedEx Kinko's  
Make It. Print It. Pack It. Ship It.  
[www.fedexkinkos.com](http://www.fedexkinkos.com)

Customer Copy

Office/Print Services 

Ship

In-Store Services

Online Services

Business Solutions

FedEx Kinko's Print Online  
Thank You For Your Order

Hello Art Minds [Sign Out](#) | [Home](#) | [Contact Us](#) | [Help](#)

Order#: 1016341315160455

[Print this page...](#)Confirmation e-mail sent to: [art.minds@artminds.com](mailto:art.minds@artminds.com)

## Order summary

SurveyMapsCombined.pdf 30 copies, collated Laser Paper paper type, printed in Black & White, double sided No finishing options set. , No tabs and inserts	\$48.00
Production total	\$48.00
Volume Discount	(\$4.80)
Subtotal	\$43.20
Shipping	\$0.00
Tax	\$3.56
Total	\$46.76

Delivery method: Pick up at FedEx Kinko's

Ready by: 02/06/08, 05:00 PM (PST)

Center: Pasadena CA  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336  
[usa3701@fedexkinkos.com](mailto:usa3701@fedexkinkos.com)

[Map & directions >>](#)

Recipient: Art Minds  
(310) 994-2010  
[art.minds@artminds.com](mailto:art.minds@artminds.com)

Contact: Art Minds  
(310) 994-2010  
[art.minds@artminds.com](mailto:art.minds@artminds.com)

## Billing information:

American Express  
XXX-XXXXXX-1006  
[Save This Credit Card](#)

[Click here to participate in a FedEx Kinko's customer survey.](#)

## Art Minds

From: ecommerce@fedexkinkos.com  
Sent: February 06, 2008 12:13 PM  
To: Art Minds  
Subject: Print Online order confirmation (GTN 1016341315160455)

## This is an automated response, please do not reply to this email ##

Dear Art Minds,

Thank you for choosing FedEx Kinko's. This email confirms that we have received your order. Please retain this email for your records.

You are welcome to follow up with the Center if you have any questions.

If you need to cancel this order, you must immediately call FedEx Kinko's customer relations at 1.800.Go.FedEx (1.800.463.3339). You can reference your order by Order Number 1016341315160455. Most jobs go into production within 15 minutes of receipt. Orders cancelled after going into production may be subject to a charge.

### ORDER -- SUMMARY DETAILS

Order GTN number: 1016341315160455

#### Order Price

Subtotal:	\$43.20
Shipping:	\$ --
Tax:	\$3.56
Total:	\$46.76

Payment by: Credit Card

See order details for each recipient below

### ORDER\_DETAIL -- Part 1

Job GTN number: 1013617897495290

FedEx Kinko's Center producing order:  
855 E Colorado Blvd  
PASADENA, CA 91101-2106  
UNITED STATES  
Phone: (626) 793-6336  
E-mail: usa3701@fedexkinkos.com

Order Completion Date: Feb 06, 2008 at 05:00 PM PST

#### Documents:

SurveyMapsCombined.pdf (30)  
SurveyMapsCombined.pdf

Recipient: Minds, Art

To be picked up at FedEx Kinko's store (see above)

Price:	\$43.20
Shipping Cost:	\$ --
Tax:	\$3.56

## Art Minds

**From:** LawDepot.com [LawDepotTechHelp@lawdepot.com]  
**Sent:** March 27, 2008 11:53 AM  
**To:** Art Minds  
**Subject:** Your LawDepot.com Order Confirmation  
**Importance:** High

Thank you for purchasing your legal documents from LawDepot.com

This email contains the following information:

- Order Summary
- Accessing The LawDepot Site
- My Account
- Getting Additional Help
- Referring Your Friends

### Order Summary

**Order Number:** LWS032708-125254-996

**Order Date:** Mar 27, 2008 12:52 pm

**Order Details:**

Consent to be Director and Officer (US) - (Single Use License) \$10.00

Sub Total: \$10.00

Total (USD): \$10.00

### Accessing The LawDepot Site

In order to print, edit, or save your document, you must be signed in. To sign in, click here:

<http://www.lawdepot.com/signin.php>

If the above link does not work, go to [www.lawdepot.com](http://www.lawdepot.com) and click on the Sign In link located at the top left hand corner of the webpage.

Your username is:

art.minds@artminds.com

Your password is:

machipongo

Note: To change your password, sign in to our website, and click the Account Info tab on the My Account page.

For a list of all our contracts, visit our Document Center:

3/27/2008

<http://www.lawdepot.com/contracts/>

## **My Account**

The "My Account" page can be used to:

- View current licenses and when they expire
- Update your account information including changing your password
- Manage subscriptions
- View your saved answers

To access the "My Account" page, sign in using the above procedure. You will be taken to your "My Account" after you have signed in. If you are already signed in, click on your email address in the top left hand corner (next to the Sign Out button), or use the links in the banner menu, or in the footer.

## **Getting Additional Help**

You can get additional help on various topics by going to:

<http://www.lawdepot.com/help/>

If you need to email us for help, go to [our tech support message submission form](#) instead of replying to this email.

## **Referring Your Friends**

If you know someone who would benefit from our services, click the link below to refer us to your friends:

<http://www.lawdepot.com/common/referafriend/>

Thank you for using LawDepot's automated contract system. We look forward to serving you again in the future.

Final Details for Order #104-3066541-7471400

Print this page for your records.

Order Placed: April 4, 2008

Amazon.com order number: 104-3066541-7471400

Order Total: \$34.62

**Shipped on April 5, 2008**

**Items Ordered**

	Price
1 of: <i>The Complete Idiot's Guide to Robert's Rules (The Complete Idiot's Guide)</i> , MA, PRP, CPP-T, Nancy Sylvester (Author) <small>Sold by: Amazon.com, LLC</small>	\$11.53
1 of: <i>Robert's Rules of Order Newly Revised in Brief (Roberts Rules of Order (in Brief))</i> , Robert M., III Henry (Author), et al <small>Sold by: Amazon.com, LLC</small>	\$6.95
1 of: <i>The Guerrilla Guide to Robert's Rules</i> , MA, PRP, CPP-T, Nancy Sylvester (Author) <small>Sold by: Amazon.com, LLC</small>	\$10.17

**Shipping Address:**

Arthur J Minds  
Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena, CA 91101  
United States

Item(s) Subtotal: \$28.65  
Shipping & Handling: \$5.97  
-----  
Total Before Tax: \$34.62  
Sales tax: \$0.00  
-----

**Shipping Speed:**

Standard Shipping

**Total for this Shipment: \$34.62**  
-----

**Payment Information**

**Payment Method:**

American Express | Last 5 digits: 15004

Item(s) Subtotal: \$28.65  
Shipping & Handling: \$5.97  
-----

**Billing Address:**

Arthur J Minds  
Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena, CA 91101  
United States

Total Before Tax: \$34.62  
Estimated Tax: \$0.00  
-----

**Grand Total: \$34.62**

To view the status of your order, return to [Order Summary](#).

**Please note:** This is not a VAT invoice.

## Art Minds

From: forms@allbusiness.com  
Sent: April 19, 2008 10:12 AM  
To: Art Minds  
Subject: Order Information  
Follow Up Flag: Follow up  
Flag Status: Red

Arthur Minds

Thank you for your order from AllBusiness.com! You may have already downloaded your form from our site, however if you have any problems with the download process, you can use the link(s) below to go back to the download page for your purchase.

Your order (Invoice: 89831) will be available for download for the next 72 hours at the URL(s) listed below.

### Your Items

Declaration of Mailing Notice of Shareholder Meeting	\$10.00
Notice of Annual Meeting of Shareholders	\$10.00
Subtotal:	\$20.00
Discount:	\$0.00
Tax:	\$0.00
<b>Total:</b>	<b>\$20.00</b>

AllBusiness.com offers practical solutions to small businesses:

- Hundreds of forms, agreements, checklists available for immediate download
- Practical Business Guides that combine expert advice with related forms
- Thousands of small business advice articles on all aspects of starting, managing and growing your business
- Email newsletter packed with helpful tips and resources on important business topics

### Customer Service

Monday - Friday  
8.30AM - 5.30PM Pacific

6/25/2008



# FedEx Kinko's

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

4/24/2008 8:03:58 PM PST  
Trans.: 4201 Branch: 3701  
Register: 006 Till: 01155211  
Team Member: Veronica G.

SALE



\* 3 7 0 1 0 0 6 4 2 0 1 \*

Bind Coil Mixed Std 16.47 T  
0887 3.00 @ 5.4900

Sub-Total	16.47
Deposit	0.00
Tax	1.35
Total	17.82
AmEx (S)	17.82
Account: 1006	
Auth: 549897 (A)	
Total Tender	17.82
Change Due	0.00

A stylized handwritten signature in black ink, appearing to be 'AA' followed by a flourish.

Thank you for visiting

FedEx Kinko's  
Make It. Print It. Pack It. Ship It.  
[www.fedexkinkos.com](http://www.fedexkinkos.com)

Customer Copy

CLAREFIELD COUNTY  
ASSESSMENT OFFICE  
THANK YOU

*Aerial Overlay  
map of Metchum Springs*

403 #

01-08-00

05-51

0161

10 • 50 • 00

• 50 • 00 ST

• 60 • 00 CA AT

• 10 • 00 CG

COMMERCIAL PRINTING  
& OFFICE SUPPLY, INC.  
P.O. Box 23 Clearfield, PA 16830  
(814) 765-4731

# INVOICE

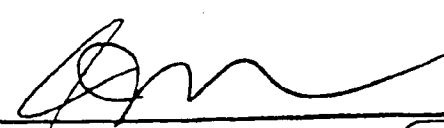
41258

SALES PERSON	DATE OF INVOICE
DONNA	05/08/08
SHIP TO	
ARTHUR JAMES MINDS	

ARTHUR JAMES MINDS

Visa Auth Code: APPRVD

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL.	P.P.	P.O.B. POINT	TERMS	YOUR ORDER NUMBER
0							
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
1 ST	ITA30097	HIGHLIGHTER, CHSL, RUBGRF, 6AST				3.49	3.49
1 EA	SPR52730-1	PAD, EASEL, 27X34, PLAIN 1/EA				16.95	16.95
1 EA	AVE08-885	MARKER, PERM, CHISELTP, LRG, GN				1.44	1.44
1 EA	AVE08-886	MARKER, PERM, CHISELTP, LRG, BE				0.75	0.75
1 EA	AVE08-887	MARKER, PERM, CHISELTP, LRG, RD				0.75	0.75
						SUBTOTAL:	23.38
						Tax:	1.40
						TOTAL ►	24.78

X 

THANK YOU

# FedEx Kinko's.

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

4/24/2008 8:03:58 PM PST  
Trans.: 4201 Branch: 3701  
Register: 006 T111:01155211  
Team Member: Veronica G.

SALE



Bind Coll Mixed Std 16.47 T  
0887 3.00 @ 5.4900  
Sub-Total 16.47  
Deposit 0.00  
Tax 1.35  
Total 17.82  
AmEx (S) 17.82  
Account: 1005  
Auth: 549897 (A)  
Total Tender 17.82  
Change Due 0.00

Thank you for visiting

FedEx Kinko's  
Make It. Print It. Pack It. Ship It.  
www.fedexkinkos.com

Customer Copy

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 185456  
0201-RECEIPT

BLL

-- CHARGES --

#001 COPIES \$4.00

TOTAL CHARGES \$4.00

-- PAYMENTS --

CASH \$5.00

TOTAL PAYMENTS \$5.00

AMOUNT DUE \$1.00

PAYMENT ON INVOICE (\$4.00)

BALANCE DUE \$0.00

REFUND DUE \$1.00

CASH REFUND (\$1.00)

CUSTOMER: HINDS, ART

THANK YOU  
HAURENE E. INLOW  
REGISTER & RECORDER  
COUNTY # 17  
05/12/2008 3:14:53 PM

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 186247  
0202-RECEIPT

MEI

-- CHARGES --

#001 COPIES \$26.00

FEES: \$22.00

COPIES: \$4.00

TOTAL CHARGES \$26.00

-- PAYMENTS --

CASH \$30.00

TOTAL PAYMENTS \$30.00

AMOUNT DUE \$26.00

PAYMENT ON INVOICE (\$26.00)

BALANCE DUE \$0.00

REFUND DUE \$4.00

CASH REFUND (\$4.00)

THANK YOU  
HAURENE E. INLOW  
REGISTER & RECORDER  
COUNTY # 17  
05/28/2008 3:41:42 PM

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

THANK YOU

*Bind Copying*  
01-08-00 403 #  
05-51  
0161

10 • 50 • 00

• 50 • 00

• 60 • 00

• 10 • 00

# FedEx Kinko's

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

5/18/2008 3:53:02 PM PST  
Trans.: 4817 Branch: 3701  
Register: 006 Till: 04121354  
Team Member: Maria B.

SALE



\* 3 7 0 1 0 0 6 4 8 1 7 \*

Bind Coil Mixed Std 32.94 T  
0887 6.00 @ 5.4900

Sub-Total 32.94  
Deposit 0.00  
Tax 2.72  
Total 35.66  
AmEx (S) 35.66  
Account: 1006  
Auth: 500381 (A)  
Total Tender 35.66  
Change Due 0.00

Thank you for visiting

FedEx Kinko's  
Make It. Print It. Pack It. Ship It.  
[www.fedexkinkos.com](http://www.fedexkinkos.com)

Customer Copy

*Director M...*

# STAPLES

that was easy.

Low prices. Every item. Every day.

1646 North Atherton  
PA COLLEGE, PA 16803  
(814) 237-2381

SALE 180686 3 003 06945  
1766 05/09/08 08:25

\*\*\*\*\*

REWARDS NUMBER 2280440880

1 AVRY NAME BADGE IN 25.99  
072782083953 25.99  
SUBTOTAL

Standard Tax 6.00% 1.56

TOTAL \$27.55

American Express 27.55  
Card No.: XXXXXXXXXX5004 [S]  
Auth No.: 699532

TOTAL ITEMS 1

Compare and Save  
with Staples-brand products.

THANK YOU FOR SHOPPING AT STAPLES !

Shop online at [www.staples.com](http://www.staples.com)

Visit [www.staples.com/EconomicCenter](http://www.staples.com/EconomicCenter)  
for deals and savings for your business



1 7 6 6 0 5 0 9 0 8 0 6 9 4 5 0 3

OLIVE GARDEN 1552  
1945 Waddle Rd  
State College, PA 16803-1639

\*\*\*\*Take Out\*\*\*\*

Check # :79080

Kerry Z.  
12:16:32 05/10/2008

Guest No.1

1 Jumbo Salad 11.95  
1 Jumbo Salad 11.95

Subtotal 23.90  
Sales Tax 1.80

Total 25.70

Amount Due 0.00

Amount Due 0.00  
Change 0.00

Take Out

THANK YOU FOR VISITING  
GRACIAS POR VISITARNOS

Christophe Smith  
GENERAL MANAGER  
(814) 861-1620

An optional 18% gratuity will be  
added to parties of 8 or more.  
Una propina opcional de 18% ser  
agregada para grupos de 8 o mas.

OLIVE GARDEN 1552  
1945 Waddle Rd  
State College, PA 16803-1639

\*\*\*\*Take Out\*\*\*\*

Check # :79080

Kerry Z.  
12:16 05/10/2008  
Transaction #:784534716

Card Number Auth Code  
xxxxxxxxxxxx 5004 542210  
minds/arthur J Amex

Check Amount 31.70

Tip

Total

34.70  
machings 5/10/08  
Amex - p

Cardmember agrees to pay total in  
accordance with agreement governing  
use of such card.

# OUTBACK

STEAKHOUSE

0309 Table 63 #Party 2  
MEGAN S SvrCk: 31 8:50p 05/09/08

1 DR Y	3.25
1 DR SAM	4.25
1 SP PEPP SALM 7OZ	15.29
2 CHOP SAL W/	3.98
1 SALMON 7OZ	13.79

Sub Total: 40.56  
(TAX 33.06, Othr 7.50) TAX: 1.98  
05/09 9:26p TOTAL: 42.54

Open at 11a.m. on Mum's day.  
Give Mum the day off and  
join us for an Outback meal!

0309

Server: MEGAN S (#32) Rec:190  
05/09/08 21:28, Swiped T: 63 Term: 2

Outback Steakhouse #3957  
1905 Waddle Road  
State College, PA 16803  
(814)861-7801  
MERCHANT #:

CARD TYPE ACCOUNT NUMBER  
AMERICAN EXPRES XXXXXXXXXXXX5004  
OO TRANSACTION APPROVED  
AUTHORIZATION #: 564824  
Reference: 0509010000309  
TRANS TYPE: Credit Card SALE

CHECK: 42.54

TIP: 5.00

TOTAL: 50.84

X AMER  
Driver - Mercedes  
PHONE: ( Wachungo )  
\*\*\*Duplicate Copy\*\*\*

CARDHOLDER WILL PAY CARD ISSUER ABOVE  
AMOUNT PURSUANT TO CARDHOLDER AGREEMENT



Invoice Number

2-755-51920

Invoice Date

Jun 13, 2008

Account Number

1942-8489-6

Page

4 of 4

## FedEx Express Shipment Detail By Payor Type (Original)

Shipped on: Jun 05, 2008  
Payor: Shipper

Fuel Surcharge - FedEx has applied a fuel surcharge of 28.00% to this shipment.

Distance Based Pricing, Zone II

FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

The package weight exceeds the maximum for the packaging type, therefore, FedEx Envelope was rated as FedEx Pak.

Automation INET  
Tracking ID 799335667780  
Service Type FedEx Standard Overnight  
Package Type FedEx Pak  
Zone 08  
Packages 1  
Rated Weight 1.0 lbs, 0.5 kgs  
Delivered Jun 05, 2008 12:11  
Svc Area AM  
Signed by C.PATAKY  
FedEx Use 000000000/0001415/\_

Sender  
Arthur Minds  
ART MINDS  
260 S LOS ROBLES AVE  
PASADENA CA 91101 US

Recipient  
Carol Pataky  
Machipongo Land & Coal Company  
2529 Meadow Rd  
CLEARFIELD PA 16830 US

Transportation Charge 34.25  
Delivery Area-Resi 2.30  
Fuel Surcharge 10.88  
Residential Delivery 2.30  
Total Charge USD \$49.73

Shipper Subtotal USD \$49.73

Total FedEx Express USD \$49.73



# Nancy Sylvester, MA, PRP, CPP-T

*Associate Professor of Speech, Rock Valley College  
Professional Registered & Certified Professional Parliamentarian*

April 21, 2008

Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena, CA 91101

RECEIVED  
APR 26 2008

Dear Art,

Enclosed you will find the booklets that you ordered from my website. Thank you for the order.

Sincerely,



Nancy Sylvester

## BILL

1	<i>Handbook for Effective Meetings</i> booklets @ \$6.50 each	\$6.50
1	<i>Basics of Parliamentary Procedure</i> booklet @ \$5 each	\$5.00

**TOTAL BILL: \$11.50**  
Due upon receipt

**4826 River Bluff Court • Rockford, IL 61111**

**815•877•2666 • Fax 815•877•5290**

E-mail: [nancy@nancysylvester.com](mailto:nancy@nancysylvester.com) Website: [www.nancysylvester.com](http://www.nancysylvester.com)



Mr Art Minds  
250 Los Robles Ave  
Suite 331  
Pasadena, CA 91101

Membership No. PC 814352868  
A/R Number  
Group Code  
Folio/Invoice No. 471012

Room No. 326  
Arrival 05-09-08  
Departure 05-10-08

Page No. 1 of 1  
Cashier No. 125  
User ID LV

<http://www.ichotelsgroup.com/h/d/6c/1/en/hd/scewr>

Date	Description	Charges	Credits
05-09-08	*Accommodation	123.46	
05-09-08	PA Hotel Tax	7.41	
05-09-08	Occupancy Tax	3.09	
Thank you for staying at the Holiday Inn Express Williamsburg Square- State College. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit <a href="http://www.priorityclub.com">www.priorityclub.com</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>133.96</b>
		<b>Balance</b>	<b>133.96</b>

Guest Signature: \_\_\_\_\_

I have received the goods and / or services in the amount shown herein. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or association fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express At Williamsburg Square  
1925 Waddle Road  
State College, PA 16803  
Telephone: (814) 857-1800 Fax: (814) 857-9830  
<http://www.ichotelsgroup.com/h/d/6c/1/en/hd/scewr>

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
Print Date: February 04, 2008 - 11:07:10 AM  
Mail Date: February 04, 2008  
User: arnminds  
Customer ID: 1022712

Return Address: ART MINDS SURF & SPORT PHOTOGRAPHY  
260 S LOS ROBLES AVE STE 331  
PASADENA  
CA 91101

## ADDRESS SERVICE REQUESTED

Delivery Address: Carol Pataky  
2529 Meadow Rd  
Clearfield PA 16830-3530

Tracking #: 9101010521297646099040

Weight: 0 lbs 15 oz

Cost Code: Legal & Admin

Refund Type: e/Refund

Cost:	Postage	
	Mail Class	
	Priority Mail®	\$4.60
	Special Services	
	e/Delivery Confirmation	

Total Cost: \$4.60

## Tracking Status

February 6, 2008 - 12:02:00

## DELIVERED

Your item was delivered at 12:02:00 on February 6, 2008 in CLEARFIELD, PA 16830.

February 4, 2008 - 22:21:00

## ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 22:21:00 on February 4, 2008.

February 4, 2008

## ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on February 4, 2008.

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297646099040

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 15 oz

Print Date: 02/04/2008

Mailing Date: 02/04/2008

From: ART MINDS SURF & SPORT PHOTOGRAPHY  
260 S LOS ROBLES AVE STE 331  
PASADENA  
CA 91101

## ADDRESS SERVICE REQUESTED

To: Carol Pataky  
2529 Meadow Rd  
Clearfield PA 16830-3530

USPS  
Postmark  
Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
 Print Date: February 06, 2008 - 10:03:26 AM  
 Mail Date: February 06, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Patricia A Tomanio  
 RR 2 Box 2011  
 Stroudsburg PA 18360-9504

Tracking #: 9101010521297643880160

Cost Code: Machipongo

Refund Type: e/Refund

Cost: Postage \$4.60

Mail Class

Priority Mail®

Special Services

e/Delivery Confirmation:

Total Cost: \$4.60

## Tracking Status

February 8, 2008 - 10:18:00

### DELIVERED

Your item was delivered at 10:18:00 on February 8, 2008 in STROUDSBURG, PA 18360.

February 8, 2008 - 05:04:00

### ARRIVAL AT UNIT

Your item arrived at STROUDSBURG post office, 18360 at 05:04:00 on February 8, 2008.

February 7, 2008 - 22:15:00

### ENROUTE

Your item arrived at the SWEDESBORO, NJ processing facility at 22:15:00 on February 7, 2008.

February 6, 2008 - 18:51:00

### ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 18:51:00 on February 6, 2008.

### ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on February 6, 2008.

February 6, 2008

stamps.com

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297643880160

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 10 oz

Print Date: 02/06/2008

Mailing Date: 02/06/2008

From:

Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To:

Patricia A Tomanio  
 RR 2 Box 2011  
 Stroudsburg PA 18360-9504

USPS  
 Postmark  
 Here

"Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option."

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
Print Date: February 06, 2008 - 10:06:49 AM  
Mail Date: February 06, 2008  
User: artminds  
Customer ID: 1022712

Return Address: Art Minds and Associates  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Julia Anne Nesterode  
PO Box 148  
Mackeyville PA 17750-0148

Tracking #: 9101010521297643803756

Cost Code: Machipongo

Refund Type: e/Refund

Cost:

Postage  
Mail Class  
Priority Mail® \$4.60  
Special Services  
e/Delivery Confirmation:

Total Cost: \$4.60

## Tracking Status

February 9, 2008 - 08:04:00

DELIVERED

Your item was delivered at 08:04:00 on February 9, 2008 in MACKEYVILLE, PA 17750.

February 8, 2008 - 00:08:00

ENROUTE

Your item arrived at the SWEDESBORO, NJ processing facility at 00:08:00 on February 8, 2008.

February 6, 2008 - 18:50:00

ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 18:50:00 on February 6, 2008.

February 6, 2008

ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on February 6, 2008.

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com

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297643803756

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 10 oz

Print Date: 02/06/2008

Mailing Date: 02/06/2008

From:

Art Minds and Associates  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101  
ADDRESS SERVICE REQUESTED

To:

Julia Anne Nesterode  
PO Box 148  
Mackeyville PA 17750-0148

USPS  
Postmark  
Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
 Print Date: April 05, 2008 - 01:17:25 PM  
 Mail Date: April 05, 2008  
 User: adminds  
 Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: J. Arthur Minds  
 PO Box 95  
 Ramey PA 16671-0095

Tracking #: 9101010521297896686472

Cost Code: Model Search

Refund Type: e/Refund

Cost: Postage  
 Mail Class  
 Priority Mail®  
 Special Services  
 e/Delivery Confirmation: \$4.60

Total Cost: \$4.60

## Tracking Status

April 8, 2008 - 09:41:00

### DELIVERED

Your item was delivered at 09:41:00 on April 8, 2008 in RAMEY, PA 16671.

April 7, 2008 - 09:36:00

### NOTICE LEFT

We attempted to deliver your item at 09:36:00 on April 7, 2008 in RAMEY, PA 16671 and a notice was left. It can be redelivered or picked up at the post office. If the item is not claimed, it will be returned to the sender.

April 6, 2008 - 21:42:00

### ENROUTE

Your item arrived at the PITTSBURGH, PA processing facility at 21:42:00 on April 6, 2008.

April 5, 2008 - 22:22:00

### ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 22:22:00 on April 5, 2008.

April 5, 2008

### ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on April 5, 2008.

stamps.com

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297896686472

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 1 lbs.

Print Date: 04/05/2008

Mailing Date: 04/05/2008

From: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: J. Arthur Minds  
 PO Box 95  
 Ramey PA 16671-0095

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 06250000322648  
 Print Date: February 06, 2008 - 10:07:24 AM  
 Mail Date: February 06, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Carol Pataky  
 2529 Meadow Rd  
 Clearfield PA 16830-3530

Tracking #: 9101010521297643803541

Cost Code: Machipongo

Refund Type: e/Refund

Cost: Postage  
 Mail Class  
 Priority Mail® \$4.60  
 Special Services  
 e/Delivery Confirmation:

Total Cost: \$4.60

## Tracking Status

February 8, 2008 - 12:34:00

DELIVERED

Your item was delivered at 12:34:00 on February 8, 2008 in CLEARFIELD, PA 16830.

February 6, 2008 - 18:54:00

ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 18:54:00 on February 6, 2008.

February 6, 2008

ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on February 6, 2008.

## stamps.com Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297643803541

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 10 oz

Print Date: 02/06/2008

Mailing Date: 02/06/2008

From: Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: Carol Pataky  
 2529 Meadow Rd  
 Clearfield PA 16830-3530

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue. DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

Wednesday, June 25, 2008

Device ID: 062S0000322648  
 Print Date: April 25, 2008 - 02:03:02 PM  
 Mail Date: April 25, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Sharon Minds  
 5789 Evans Rd  
 Wofford Heights CA 93285-9406

Tracking #: 9101010521297867317947

Weight: 1 lb 4 oz

Refund Type: e/Refund

Cost: Postage \$4.60  
 Mail Class  
 Priority Mail®  
 Special Services  
 e/Delivery Confirmation:

Total Cost: \$4.60

Tracking Status

April 28, 2008 - 09:55:00

DELIVERED  
 Your item was delivered at 09:55:00 on April 28, 2008 in WOFFORD HEIGHTS, CA 93285.

April 28, 2008 - 08:05:00

ARRIVAL AT UNIT  
 Your item arrived at WOFFORD HEIGHTS post office, 93285 at 08:05:00 on April 28, 2008.

April 26, 2008 - 01:30:00

ENROUTE  
 Your item arrived at the SANTA CLARITA, CA processing facility at 01:30:00 on April 26, 2008.

April 25, 2008 - 21:43:00

ENROUTE  
 Your item arrived at the SANTA CLARITA, CA processing facility at 21:43:00 on April 25, 2008.

April 25, 2008

ELECTRONIC NOTIFICATION  
 The U.S. Postal Service received electronic notification of your item on April 25, 2008.

stamps.com Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297867317947

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 1 lbs. 4 oz

Print Date: 04/25/2008

Mailing Date: 04/25/2008

From: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: Sharon Minds  
 5789 Evans Rd  
 Wofford Heights CA 93285-9406

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.



# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
Print Date: April 25, 2008 - 02:03:37 PM  
Mail Date: April 25, 2008  
User: artminds  
Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Carolyn Doerfert  
Gunther & Carolyn Doerfert Trust  
3613 Lakeshore Dr  
Kingsport TN 37663-3373

Tracking #: 9101010521297867317473

Weight: 1 lb 4 oz

Refund Type: e/Refund

Cost: Postage

Mail Class  
Priority Mail®

\$7.50

Special Services  
e/Delivery Confirmation:

Total Cost: \$7.50

## Tracking Status

April 28, 2008 - 11:25:00

DELIVERED

Your item was delivered at 11:25:00 on April 28, 2008 in KINGSPORT, TN 37663.

April 28, 2008 - 06:42:00

ARRIVAL AT UNIT

Your item arrived at KINGSPORT post office, 37663 at 06:42:00 on April 28, 2008.

April 27, 2008 - 14:52:00

ENROUTE

Your item arrived at the KNOXVILLE, TN processing facility at 14:52:00 on April 27, 2008.

April 25, 2008 - 21:42:00

ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 21:42:00 on April 25, 2008.

April 25, 2008

ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on April 25, 2008.

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297867317473

Priority Mail with Delivery Confirmation™\*

Electronic Service Fee: \$0.00

Total Postage and Fees: \$7.50

Weight: 1 lbs. 4 oz

Print Date: 04/25/2008

Mailing Date: 04/25/2008

From:

Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101  
ADDRESS SERVICE REQUESTED

To:

Carolyn Doerfert  
Gunther & Carolyn Doerfert Trust  
3613 Lakeshore Dr  
Kingsport TN 37663-3373

USPS  
Postmark  
Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
Print Date: May 19, 2008 - 11:57:11 AM  
Mail Date: May 19, 2008  
User: artminds  
Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101  
ADDRESS SERVICE REQUESTED

Delivery Address: Judith B Geraci  
8826 NE 137th St  
Kirkland WA 98034-1729

Tracking #: 9101010521297859889377

Weight: 1 lb 5 oz

Cost Code: Machipongo

Refund Type: e/Refund

Memo: Machipongo - Director Training Manuals

Cost:	Postage	
	Mail Class	
	Priority Mail®	\$6.80
	Special Services	
	e/Delivery Confirmation:	

Total Cost: \$6.80

## Tracking Status

May 21, 2008 - 12:56:00

**DELIVERED**  
Your item was delivered at 12:56:00 on May 21, 2008 in KIRKLAND, WA 98034.

May 20, 2008 - 20:44:00

**ENROUTE**  
Your item arrived at the FEDERAL WAY, WA processing facility at 20:44:00 on May 20, 2008.

May 19, 2008 - 18:25:00

**ENROUTE**  
Your item arrived at the SANTA CLARITA, CA processing facility at 18:25:00 on May 19, 2008.

May 19, 2008

**ELECTRONIC NOTIFICATION**  
The U.S. Postal Service received electronic notification of your item on May 19, 2008.

stamps.com

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297859889377

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$6.80

Weight: 1 lbs. 5 oz

Print Date: 05/19/2008

Mailing Date: 05/19/2008

From: Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101  
ADDRESS SERVICE REQUESTED

To: Judith B Geraci  
8826 NE 137th St  
Kirkland WA 98034-1729

USPS  
Postmark  
Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S000322648  
 Print Date: May 19, 2008 - 11:56:33 AM  
 Mail Date: May 19, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Martin Shimmel  
 47 Woodhollow Ln  
 Palm Coast FL 32164-7919

Tracking #: 9101010521297859861830

Weight: 1 lb 5 oz

Cost Code: Machipongo

Refund Type: e/Refund

Memo: Machipongo - Director Training Manuals

Cost:	Postage	
	Mail Class	
	Priority Mail®	\$8.25
	Special Services	
	e/Delivery Confirmation:	

Total Cost: \$8.25

## Tracking Status

May 21, 2008 - 13:02:00

## DELIVERED

Your item was delivered at 13:02:00 on May 21, 2008 in PALM COAST, FL 32164.

May 21, 2008 - 10:07:00

## ARRIVAL AT UNIT

Your item arrived at PALM COAST post office, 32137 at 10:07:00 on May 21, 2008.

May 21, 2008 - 07:45:00

## MISSENT

Your item was misrouted. The error has been corrected and every effort is being made to deliver it as soon as possible.

May 19, 2008 - 18:24:00

## ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 18:24:00 on May 19, 2008.

May 19, 2008

## ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on May 19, 2008.

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297859861830

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$8.25

Weight: 1 lbs. 5 oz

Print Date: 05/19/2008

Mailing Date: 05/19/2008

From: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: Martin Shimmel  
 47 Woodhollow Ln  
 Palm Coast FL 32164-7919

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail Services with use of this electronic shipping label. Postmark, required if fee refund requested. Delivery information is not available by phone for the electronic option

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 18, 2008 11:11 AM  
To: Art Minds  
Subject: Directors meeting

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Art,

Is a meeting OK for Tuesday at 8PM our time or Wednesday night same time. We are ready to get together... Let me know what is best for you..

Art I have a title for you that should cover asll your jobs. You are our OMBUDSMAN . What do you think? That will really floor them Pat

Patricia  
Certified Media Placement Specialist  
THE NEW ONE-STOP STORE  
[www.mywebcashstore.com/tomanio0438](http://www.mywebcashstore.com/tomanio0438)  
Toll Free: 1-800-719-8268 Ext. 13483  
International: 1-480-355-5612 Ext. 13483  
For questions or concerns, please call or contact me at  
[paterato@ptd.net](mailto:paterato@ptd.net)  
Thank You for contacting THE NEW ONE-STOP STORE!  
Have a Super Day!

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 21, 2008 6:14 PM  
To: Art Minds  
Subject: Great Work

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Ombudsman Art,

Great work on your letter to Gary . That was really wonderful and right to the point. I loveit! Sorry that is not a business remark but duly accurate, Mr. Naddeo is really going to represent MLCC. That is good news, because we have much for him to do... We are really proud to have you helping MCLL. Thanks! Thanks! Thanks! Patty

Patricia

Certified Media Placement Specialist

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For questions or concerns, please call or contact me at

[paterato@ptd.net](mailto:paterato@ptd.net)

Thank You for contacting THE NEW ONE-STOP STORE!

Have a Super Day!

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 23, 2008 8:11 AM  
To: Julia A Nestlerode; Carol Pataky; Art Minds  
Subject: Happy Easter!

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Good Morning,

I just wanted to say Happy Easter to you all and thanks for all your doing on behalf of MLCC. I hope the shareholders appreciate your efforts. Have a great day! Pat

Patricia  
Certified Media Placement Specialist  
THE NEW ONE-STOP STORE  
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## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 26, 2008 7:59 PM  
To: Julia A Nestlerode; Carol Pataky; Art Minds  
Subject: Sample letter for your approval.

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Hi Julianne, Carol and Art,

Here is a sample letter to send to the shareholders. Does this meet with approval. If there are changes let me know. Patty

Patricia  
Certified Media Placement Specialist  
THE NEW ONE-STOP STORE  
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For questions or concerns, please call or contact me at  
[paterato@ptd.net](mailto:paterato@ptd.net)  
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## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 27, 2008 8:30 AM  
To: Art Minds  
Subject: Re: Review of Sample letter for your approval.

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Art,

You are right. I am trying to communicate too much on the same letter. I thought this was OK since the three of us agreed on the criteria. Perhaps it would be faster if you put the letter together. I did not realize this had to be on separate sheets. I was trying to condense when I should not have.

You're email of 3-24 List of resolutions. We need help with 1,2,3,4, I am not up on these resolutions, but see that you have several samples. I have read all of them and see many involve changing the company name et. Can you do these for us so that we can do this right since time is running out. I also must talk with you on a couple of points. Today I received a letter from Atty: Lape... Also Julia L. Gaskill keeps calling me.. Patty

Patricia

Certified Media Placement Specialist

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Have a Super Day!

----- Original Message -----

From: Art Minds

To: Patricia Tomanio

Cc: Carol Pataky ; Julia Anne Nestlerode

Sent: Thursday, March 27, 2008 3:59 AM

Subject: Review of Sample letter for your approval.

Hi Patty,

Some quick comments on the letter.

I believe it's very confusing.

I take it this is not the "official" notice of annual meeting, which should be drafted as a stand-alone formal document, that ends up being attached to the minutes, and is every bit as formal as the minutes. Proof of notice is usually the first agenda item on a meeting agenda, and it will reference the written notice attached to the minutes as Exhibit A.

I presume this is a "Save the Date" type of letter, which is also intended to convey information about the location, and special discount arrangements that have been made with the hotel.

I would include a separate "Accommodations" sheet, and perhaps location map, which could probably be found on the internet, that would show the cul-de-sac where the Hampton Inn is located, along with the other adjacent hotels and restaurants. On that separate sheet could be information about deadlines for taking advantage of the discounted rates, and perhaps provide phone numbers of the other hotels (there's a Holiday Inn Express which I've stayed at many times, and another hotel or two, but I forget the names. I believe they're all owned by the Shaner Hotel Group. I see you included an



email address of a person, but I believe that's the person that books the meeting rooms, not hotel rooms.

You mention "our standards" for Directors, but there are no "our standards" that have been adopted. This is a "gotcha" item that the Memphis/Seattle connection will nail you on. As a Board, you need to adopt a formal resolution, setting for the preamble that it is in the best interests of the corporation that standards be established for qualification of Directors to be nominated and to serve on the Board. Therefore, the following criteria shall be taken into account in evaluating nominations for Directors: (1) .... (2) ... (3) .... Etc. Be very specific (for example, you mention in your letter "commitment to Board meetings". What does that mean? It's way to vague. Does it mean "Committed to attend Board meetings in person" which I think it should. Not sure why Basic computer skills is a prerequisite (this isn't a clerical position, it's an executive decision-making position). You all, up to now, have presumed that you're to provide the clerical duties, but as you all can see, it's not feasible or practical, because the important decision making gets shunted aside. This list of qualifications should be given serious consideration, and you should draw on other examples from other corporations, which you can find by researching on the internet.

It's important that in mentioning those qualifications, that you phrase it correctly that "the Board of Directors has adopted by resolution the following qualifications for Directors to be nominated and to serve as a Director:" etc.

In your letter, you also mention that there are two vacancies for nomination. That's confusing with the nominations you are seeking for the Annual Meeting election (isn't that the purpose of this letter?) Or am I completely confused? The Bylaws provide that the Board appoints those replacements, which you don't need to include in this notice. But your appointments should come after you've adopted the qualifications resolution.

I think you're trying to communicate too much information about too many different topics on one page.

I also noticed that your nomination form only provides for "self nomination." Directors are not required to be shareholders, and there's no provision for nominating outside directors, or even other shareholders.

Sorry if my comments seem brusque, but it's late and I wanted to get something to you because I have a very busy day tomorrow.

Art

On 3/26/08 7:59 PM, "Pat" <paterato@ptd.net> wrote:

Hi Julianne, Carol and Art,

Here is a sample letter to send to the shareholders. Does this meet with approval. If there are changes let me know. Patty

Patricia

Certified Media Placement Specialist

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[paterato@ptd.net](mailto:paterato@ptd.net)

Thank You for contacting THE NEW ONE-STOP STORE!

Have a Super Day!

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 28, 2008 8:23 AM  
To: Art Minds  
Subject: Hotel Letter again

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Art,

Made changes on the Hotel letter. Is this OK now. Must get the nomination letter done, because these must go out pronto. The resolutions and consent forms are super. You really are a blessing for us. We could not have done this without your expertise. When I worked for the state with PASR these resolutions were done and all I had to do was the implementation of them. I am developing an appreciation for covering our asses. I hope you get your photos done on time. Pat

Patricia

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Thank You for contacting THE NEW ONE-STOP STORE!

Have a Super Day!

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 28, 2008 9:35 AM  
To: Art Minds  
Subject: Try Again for letter  
Attachments: hotel info to MLCC Shareholders 3-28-2008.doc; MLCC Call for Nominations & Attendance.docx  
  
Follow Up Flag: Follow up  
Flag Status: Flagged  
  
Categories: AJM vs Machipongo litigation

Art,  
I'll try again... Here are two leeter.. Your opinion please. Pat

Patricia  
Certified Media Placement Specialist  
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**MACHIPONGO LAND AND COAL COMPANY**

**Call for Nominations**

The Board of Directors of MLCC has appointed J Arthur Minds as a member of the board effective March 28, 2008 until the May 10, 2008 shareholders meeting when a new board will be elected by the shareholders. The Board of Directors of MLCC now consists of 4 members. Patricia Tomanio President, J Arthur Minds Vice President, Carol Pataky Secretary and Julianne Nestlerode Treasruer.

The board of MLCC is requesting nominations to stand for election to the Board at the Annual shareholders meeting May 10. The criterion for serving on the board is enclosed. (See Resolution One) If you meet our criteria and are interested in being nominated to the board of directors of MLCC please submit your name or someone else's for the nomination process by checking one of the boxes below and sign your name on the line provided. We must have these requests by April 10, 2008 so we can mail the nominees a questionnaire for completion to give to the shareholders. No nominations will be made or accepted from the floor.

Any shareholder that has already responded to Arthur James Minds mailing with shareholder nominations or confirmation of attending need not reply again.

We look forward to seeing you at our annual meeting!

Sincerely  
Patricia Tomanio  
President

Cut on this line and send to Carol Pataky, Secretary

---

Name of Nominee if not Yourself \_\_\_\_\_

Nominee Signature \_\_\_\_\_

I plan to attend the Annual MLCC Shareholders Meeting. Yes \_\_\_\_ NO \_\_\_\_

There will be \_\_\_\_ number attending with me.

Send the bottom of this letter to: Carol Pataky, Secretary  
2529 Meadow Road  
Clearfield, PA 16830

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: March 29, 2008 7:05 PM  
To: J Arthur Minds; Julia A Nestlerode; Carol Pataky; Art Minds  
Subject: Gas Lease

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Art,

I received the gas lease and info you send me. I see this company is certainly professional and knowledgeable in their field. I do recall you said you were having an attorney look this contract over. Good because I know nothing about gas leases. I do have some questions and concerns about this one. Perhaps you could answer my concerns or tell me if they are unfounded as stated. My first concern is with #2. with 90 consecutive days continuance. This could go on for a long time if not clarified.

#4 1/8 should be on the gross not the net. They could add several expenses which would cut down the net. 1/4 would also be a better amount on the gross. #18 extension payment of \$50. per acre for the net mineral acres (Should be gross) \$100. would be better. and is this just payment to renew the lease in the primary status, or is this amount up front payment for the next 5 years. if so not good. If this is up front to continue for another 5 years under the same terms that is good.

What about on site inspection by the lessor? Are we permitted at any time. If they cut down timber, do we get the sale of the timber or is that their income as well. Reclamation of the land area other than putting the pipes underneath. Do they restore what they have damaged..

#1 at the end. Does this include clay? Is that another name for shale? Does this lease include all mineral rights found on the land in question?

These are the concerns I have so far.... What do you think? Am I being too picky? Let me know.... Patty

Patricia

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For questions or concerns, please call or contact me at  
[paterato@ptd.net](mailto:paterato@ptd.net)

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Have a Super Day!

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: May 12, 2008 6:06 PM  
To: Art Minds  
Subject: Re: Congratulations!

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Art,

Congratulations to you too! You taught all of us a lot and we appreciate it. You worked very hard to get us all into shape. It must have been exhausting at times. We all worked together very well. Sure we got mad or hurt at times, but thats only natural when everyone is trying so hard. Endurance is the name of the game too! Sounds good about Nancy Sylvester In the questionnaire about the meeting. I'm sure they will have some ideas for improvement. Ask about skills or talents for committees if we can. If we keep them busy on some topic they will be happy and work together to be a part of the whole. We must keep the outspoken busy & channelled if you know what I mean. I think it is wonderful that you and your dad are going to the court house to check the original transfer of land. You will probably find some real interesting discoveries. Whoa! That is going to be a real celebration next week. What are the dates on your return and their special days. I must send them something. Thats quite a record. Give me some ideas... Patty

----- Original Message -----

From: Art Minds  
To: Patricia Tomanio  
Cc: J. Arthur Minds ; Julia Anne Nestlerode ; Carol Pataky  
Sent: Monday, May 12, 2008 10:42 AM  
Subject: Congratulations!

Hi Pat,

I want to thank you for such an excellent job conducting the meeting. You kept everyone under control, and make the points that needed to be made. You got many of the votes I controlled by proxy. I know I was a pain in the butt to you on many occasions, and I appreciate your patience with me. Overall, I think everyone was pleased with the entire meeting.

I purchased two of the pamphlets from Nancy Sylvester, the parliamentary consultant, and at the back of one of them she includes an evaluation form for the attendees. It would require some modification for our purposes, but if you want, I'll take a stab at making some changes and forward it to you and the other directors for review and comment. I think it would be useful to send a survey out to the shareholders personally attending while the meeting is fresh in their memory, to better prepare for next year's meeting.

My Dad and I are going into the County Clerk's Office today to do some title searching on the original transfer of property to Machipongo from Elizabeth K. Minds, as well as any other deeds on which Machipongo appears as either grantor or grantee. If there are parcels that were deeded to Machipongo, and that have not been sold or transferred to others, then they should all appear on the tax assessors records.

We'll have to have schedule some preliminary working sessions with the new Board members to handle transitional matters. I return to Pasadena tomorrow, but will be back next week for my Mom's 80th and Dad's 83rd birthdays, and their 59th wedding anniversary.

Cheers,

Art

## Art Minds

---

From: Pat [paterato@ptd.net]  
Sent: May 14, 2008 10:59 AM  
To: Art Minds  
Subject: Re: Annual Meeting evaluation form

Follow Up Flag: Follow up  
Flag Status: Flagged

Categories: AJM vs Machipongo litigation

Art,

Questionnaire looks good! Are the minutes of the meeting ready so that we can include them in the mailing. Patty

----- Original Message -----

From: Art Minds  
To: Patricia Tomanio ; J. Arthur Minds ; Carol Pataky ; Julia Anne Nestlerode  
Sent: Wednesday, May 14, 2008 12:33 AM  
Subject: Annual Meeting evaluation form

Directors,

Please review the attached evaluation form, and provide any comments, additions, or suggestions.

I would have liked to have an evaluation form for distribution and collection at the end of the meeting, but if we get something out this week, it will still be fresh in the minds of those attending. This would only go to those shareholders that personally attended the meeting, along with a return envelope.

Art

Expenses Incurred by Arthur J. Minds  
in support of the Directors of Machipongo Land Coal Company

Date	Description	Qty	Amount	(1) Reference & Educ Materials	(2) Maps & Deeds for Directors and Annual Meeting Presentation	(3) Online services	(4) Postage, Copies & Supplies for Annual Meeting	(5) Food & Lodging
1/23/08	A Guide for Directors of Privately Held Companies	1	75.00	75.00	-	-	-	-
1/23/08	Board Dynamics: How to Get Results from your Board	1	75.00	75.00	-	-	-	-
1/23/08	Freight	1	5.00	5.00	-	-	-	-
2/1/08	Clearfield County Assesor Parcel Maps showing Machipongo property	4	40.00	-	40.00	-	-	-
2/1/08	Mailing tube/postage for sending maps	1	15.66	-	15.66	-	-	-
2/1/08	Annual membership fee for unlimited access to corporate minutes service	1	38.55	-	-	38.55	-	-
2/6/08	5 copies ea of 2 NACD manuals	10	54.90	54.90	-	-	-	-
2/6/08	Sales tax	1	4.53	4.53	-	-	-	-
2/6/08	Copies of 11 x 17 survey maps from Keller Engineering for all Shareholders	30	46.76	-	46.76	-	-	-
3/6/08	#9 Return envelopes for Proxies and Director Nominations	1	13.20	-	-	-	13.20	-
3/6/08	Stamps for #9 envelopes	1	12.30	-	-	-	12.30	-
3/29/08	Online Legal Forms from LawDepot.com - Consent to be Director of PA corporation	1	10.27	-	-	10.27	-	-
4/3/08	Resarch PA Bus Corp Law	1	9.00	-	-	9.00	-	-
4/3/08	Research PA Bus Corp Law	1	9.00	-	-	9.00	-	-
4/6/08	Roberts Rules of Order, Newly Revised, In Brief	1	6.95	6.95	-	-	-	-
4/6/08	The COMPLETE Idiot's Guide to Robert's Rules	1	11.53	11.53	-	-	-	-
4/6/08	The Guerilla Guide to Robert's Rules	1	10.17	10.17	-	-	-	-
4/6/08	Shipping and Handling	1	5.97	5.97	-	-	-	-
4/20/08	Legal forms for Machipongo Proxy and Annual Meeting Notice	1	20.00	-	-	20.00	-	-
4/24/08	Binding add'l copies of NACD manuals for Director candidates	1	17.82	17.82	-	-	-	-
5/8/08	Aerial overlay maps of Machipongo	2	50.00	-	50.00	-	-	-
5/8/08	Copy of Machipongo Deed	1	4.00	-	4.00	-	-	-
5/8/08	Easel pad / markers for Annual Meeting	1	24.78	-	-	24.78	-	-
5/9/08	Dinner - Josh Ricca - Meridia ARS / preparation of questions for Annual Meeting	1	50.54	-	-	-	-	50.54
5/9/08	Name badges for Annual Meeting	1	27.55	-	-	-	27.55	-
5/9/08	Aerial overlay maps showing Machipongo parcels	2	50.00	-	50.00	-	-	-
5/10/08	Annual Meeting - Lunch for Shareholders - Salads/bread sticks	1	34.70	-	-	-	-	34.70



Expenses Incurred by Arthur J. Minds  
in support of the Directors of Machipongo Land Coal Company

Date	Description	Qty	Amount	(1) Reference & Educ Materials	(2) Maps & Deeds for Directors and Annual Meeting Prsentation	(3) Online services	(4) Postage, Copies & Supplies for Annual Meeting	(5) Food & Lodging
5/11/08	Late evening/early morning preparation for Shareholder's meeting	1	133.96	-	-	-	-	133.96
5/19/08	Binding add'l copies of NACD Manuals for Geraci and Shimmel, extra set	6	35.66	35.66	-	-	-	-
5/20/08	Handbook for Effective Meetings	1	6.50	6.50	-	-	-	-
5/20/08	Basics of Parliamentary Procedure	1	5.00	5.00	-	-	-	-
5/28/08	Copies of various Machipongo deeds affecting gas rights	1	26.00	-	26.00	-	-	-
6/13/08	Distribution copies of Annual Meeting minutes and Envelopes for return of survey	1	49.73	-	-	-	49.73	-
2/4/08	Postage - Carol Pataky	1	4.60	4.60	-	-	-	-
2/6/08	Postage - Patricia Tomanio	1	4.60	4.60	-	-	-	-
2/6/08	Postage - Julia Anne Nestlerode	1	4.60	4.60	-	-	-	-
2/6/08	Postage - J. Arthur Minds	1	4.60	4.60	-	-	-	-
2/6/08	Postage - Carol Pataky	1	4.60	4.60	-	-	-	-
4/25/08	Postage - Sharon Minds	1	4.60	4.60	-	-	-	-
4/25/08	Postage - Carolyn Doerfert	1	4.60	4.60	-	-	-	-
5/19/08	Postage - Berl Geraci	1	6.80	6.80	-	-	-	-
5/19/08	Postage - Martin Shimmel	1	8.25	8.25	-	-	-	-
				-	-	-	-	-
	Totals		\$ 1,027.28	\$ 361.28	\$ 232.42	\$ 111.60	\$ 102.78	\$ 219.20

Pen,

\$150

~~750~~

Rec'd

750

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1000

Pen

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$$\begin{array}{r} 150 \\ 750 \\ \hline 900 \\ 1000 \\ \hline 3 \overline{) 1900} \end{array}$$

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

1/21  
9:00  
AM

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

No. 08-2325-CD

Type of Pleading:

**PRE-ARBITRATION  
MEMORANDUM**

Filed on behalf of:  
Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esq.  
Pa I.D. 06820  
&  
Trudy G. Lumadue, Esq.  
Pa I.D. 202049

NADDEO & LEWIS, LLC.  
207 E. Market Street  
P.O. Box 552  
Clearfield, PA 16830  
(814) 765-1601

RECEIVED

JAN 14 2009

Court Administrator's  
Office

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

No. 08-2325-CD

**PRE-ARBITRATION MEMORANDUM**

I. Factual Statement.

Plaintiff purchased certain materials that he distributed to the Shareholders of Defendant, corporation in anticipation of Defendant's Annual Shareholders Meeting. He seeks reimbursement for those expenses on various theories of recovery. Defendant concedes that some of the expenses incurred by Plaintiff should be reimbursed to him. These expenses benefited the Defendant and it would be unjust to accept the benefit without reimbursement. The remaining materials for which Plaintiff is seeking reimbursement were voluntarily supplied by the Plaintiff without an express or implied promise of remuneration. Plaintiff had no legal or moral obligation to purchase these materials.

II. Citation.

A. Elements of Unjust Enrichment. Three elements must be established in order to sustain a claim based on unjust

enrichment: A benefit conferred upon the defendants by the plaintiff; an appreciation or knowledge by the defendant of the benefit; and the acceptance or retention by the defendant of the benefit under such circumstances as to make it inequitable for the defendant to retain the benefit without the payment of its value. Everhart v. Miles, 47 Md.App. 131, 136, 422 A.2d 28.

B. Definition of Volunteer. A person who gives his services without any express or implied promise of remuneration. One who intrudes himself into a matter which does not concern him, or one who pays the debt of another without request, when not legally or morally bound to do so and not in the protection of his own interest. Estate of Bends, Mo.App., 589 S.W.2d 330, 332.

### III. Witnesses.

A. Pat Tomanio, President of Machipongo Land and Coal Company.

B. Any other officers of Machipongo Land and Coal Company at the time of the alleged services rendered by Plaintiff.

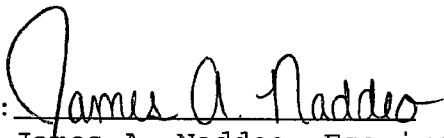
### IV. Damages.

A. Plaintiff alleged out-of-pocket expenses in the amount of \$1,027.28.

V. Exhibits.

A. Any corporate records that support Defendant's version of the case.

NADDEO & LEWIS, LLC

By:   
James A. Naddeo, Esquire  
Attorney for Defendant

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

ARTHUR J. MINDS, an  
individual,  
Plaintiff,

v.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania  
corporation,  
Defendant.

\*  
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\*  
\*

No. 08-2325-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of Pre-Arbitration Memorandum was served on the  
following and in the following manner on the 13<sup>th</sup> day of January,  
2010:

First-Class Mail, Postage Prepaid

Ann B. Wood, Esquire  
Bell, Silberblatt & Wood  
318 East Locust Street  
P.O. Box 670  
Clearfield, PA 16830

Richard H. Milgrub, Esquire  
211 North Second Street  
Clearfield, PA 16830

Ronald L. Collins, Esquire  
218 South Second Street  
Clearfield, PA 16830

Jeffrey S. DuBois, Esquire  
210 McCracken Run Road  
DuBois, PA 15801

NADDEO & LEWIS, LLC

By James A. Naddeo  
James A. Naddeo  
Attorney for Defendant

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

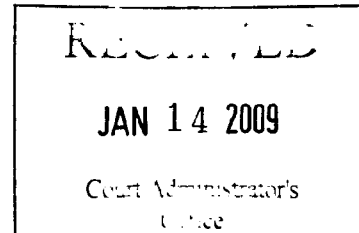
1/21  
9:00  
AM

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

No. 08-2325-CD

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant



**ARBITRATION PRE-TRIAL STATEMENT**

AND NOW COMES the Plaintiff, Arthur J. Minds, by his counsel, Ann B. Wood, Esquire, and sets forth the following Pre-Trial Statement pursuant to Rule 1306(A):

**A. STATEMENT**

The present claim is for out-of-pocket expenses in the amount of One Thousand Twenty-Seven Dollars and Twenty-Eight (\$1027.28) Cents incurred by the Plaintiff on behalf of and for the sole benefit of Defendant Corporation which Defendant Corporation has refused to reimburse.

Plaintiff is an adult individual and a shareholder in Defendant Corporation.

Defendant, a Pennsylvania for-profit business corporation, owned by multiple shareholders, is a real estate holding company which owns and manages



approximately 500+ acres of non-contiguous real estate in Southern Clearfield County consisting of vacant residential lots, acreage with timber, coal, gas and mineral rights and coal and/or other mineral rights without surface ownership.

In January 2008, following the resignation of certain Corporate Officers and Directors, the Plaintiff agreed to assist then Directors, Patricia Tomanio, Carol Pataky and Julia Anne Nestlerode in an advisory capacity as to their responsibilities and efforts as Directors including properly setting up the annual shareholder's meeting. The out-of-pocket expenses submitted for reimbursement were incurred by Plaintiff in the course of his assistance in the regular consultation with and approval of one or more of the then Directors.

#### **B. APPLICABLE CASES OR STATUTES**

Plaintiff's claims are governed by breach of contract, implied contract, quantum merit and unjust enrichment.

#### **C. WITNESSES**

1. Arthur J. Minds
2. Carol Minds Pataky
3. J. Arthur Minds
4. Julia Anne Nestlerode
5. Patricia Tomanio

Plaintiff reserves the right to call as witnesses any individuals listed on Defendant's Pre-Trial Statement.

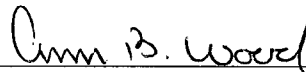
**D. STATEMENT OF DAMAGES**

A copy of the itemized billing as submitted to the Defendant in the amount of One Thousand Twenty-seven Dollars and Twenty-Eight (\$1,027.28) Cents with the related receipts in support thereof is attached hereto and will be offered at trial.

Plaintiff also claims interest from June 25, 2008 at the lawful rate, reasonable attorney's fees and costs and punitive damages.

BELL, SILBERBLATT & WOOD

By:

A handwritten signature in cursive script, appearing to read "Ann B. Wood", is written over a horizontal line.

Ann B. Wood, Esquire  
Attorney for Plaintiff

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

ARTHUR J. MINDS, an Individual,  
Plaintiff

vs.

MACHIPONGO LAND & COAL  
COMPANY, a Pennsylvania Corporation,  
Defendant

No. 08-2325-CD

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Plaintiff's ARBITRATION PRE-TRIAL STATEMENT with reference to the above matter has been served upon the following parties by delivering a true and correct copy of same to them, addressed as follows on January 14, 2010:

Hand delivery to:

James A. Naddeo, Esquire- Attorney for Defendant  
Naddeo & Lewis, LLC  
207 East Market Street/P.O. Box 552  
Clearfield, PA 16830

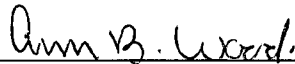
Richard H. Milgrub, Esquire- Arbitrator  
211 North 2<sup>nd</sup> Street  
Clearfield, PA 16830

Ronald L. Collins, Esquire- Arbitrator  
SOBEL, COLLINS & KNARESBORO  
218 South Second Street  
Clearfield, PA 16830

By United States First Class Mail, postage prepaid to:

Jeffrey S. DuBois, Esquire- Arbitrator  
210 McCracken Run Road  
DuBois, PA 15801

BELL, SILBERBLATT & WOOD  
By:

  
Ann B. Wood, Esquire  
Attorney for Plaintiff

**Art Minds and Associates**

Sage Timberline Software Certified Consultant

260 S Los Robles Ave Ste 331  
Pasadena, CA 91101

- Office (626) 792-2477
- Mobile (310) 994-2010

**Invoice**

Date	Invoice #
6/25/2008	5264

Bill To
Machipongo Land & Coal Company Julia Anne Nestlerode PO Box 148 Mackeyville, PA 17750-0148

Terms	Project
Due on receipt	Adviser to Board of ...

Date	Item	Description	Qty	Rate	Amount
1/23/2008	Misc Reimb	A Guide for Directors of Privately Held Companies	1.00	75.00	75.00
1/23/2008	Misc Reimb	Board Dynamics: How to Get Results from your Board	1.00	75.00	75.00
1/23/2008	Misc Reimb	Freight	1.00	5.00	5.00
2/1/2008	Misc Reimb	Clearfield County Assessor Parcel Maps showing Machipongo property	4.00	10.00	40.00
2/1/2008	Misc Reimb	Mailing tube/postage for sending maps	1.00	15.66	15.66
2/1/2008	Misc Reimb	Annual membership fee for unlimited access to corporate minutes service	1.00	38.55	38.55
2/6/2008	Misc Reimb	5 copies ea of 2 NACD manuals	10.00	5.49	54.90
2/6/2008	Misc Reimb	Sales tax	1.00	4.53	4.53
2/6/2008	Misc Reimb	Copies of 11 x 17 survey maps from Keller Engineering for all Shareholders	30.00	1.55867	46.76
3/6/2008	Misc Reimb	#9 Return envelopes for Proxies and Director Nominations	1.00	13.20	13.20
3/6/2008	Misc Reimb	Stamps for #9 envelopes	1.00	12.30	12.30
3/29/2008	Misc Reimb	Online Legal Forms from LawDepot.com - Consent to be Director of PA corporation	1.00	10.27	10.27
4/3/2008	Misc Reimb	Research PA Bus Corp Law	1.00	9.00	9.00
4/3/2008	Misc Reimb	Research PA Bus Corp Law	1.00	9.00	9.00
4/6/2008	Misc Reimb	Roberts Rules of Order, Newly Revised, In Brief	1.00	6.95	6.95
4/6/2008	Misc Reimb	The Complete Idiot's Guide to Robert's Rules	1.00	11.53	11.53
4/6/2008	Misc Reimb	The Guerilla Guide to Robert's Rules	1.00	10.17	10.17
4/6/2008	Misc Reimb	Shipping and Handling	1.00	5.97	5.97
4/20/2008	Misc Reimb	Legal forms for Machipongo Proxy and Annual Meeting Notice	1.00	20.00	20.00
4/24/2008	Misc Reimb	FEDEX KINKOS #3701 PASADENA CA - Binding add'l copies of NACD manuals for Director candidates	1.00	17.82	17.82
5/8/2008	Misc Reimb	Aerial overlay maps of Machipongo	2.00	25.00	50.00
5/8/2008	Misc Reimb	Copy of Machipongo Deed	1.00	4.00	4.00
5/8/2008	Misc Reimb	Easel pad / markers for Annual Meeting	1.00	24.78	24.78
5/9/2008	Misc Reimb	Dinner - Josh Ricca - Meridia ARS / preparation of questions for Annual Meeting	1.00	50.54	50.54
5/9/2008	Misc Reimb	Name badges for Annual Meeting	1.00	27.55	27.55
5/9/2008	Misc Reimb	Aerial overlay maps showing Machipongo parcels	2.00	25.00	50.00
5/10/2008	Misc Reimb	Annual Meeting - Lunch for Shareholders - Salads/bread sticks	1.00	34.70	34.70

We appreciate your prompt payment.

**Total**

**Art Minds and Associates**

Sage Timberline Software Certified Consultant

260 S Los Robles Ave Ste 331  
Pasadena, CA 91101

- Office (626) 792-2477
- Mobile (310) 994-2010

**Invoice**

Date	Invoice #
6/25/2008	5264

Bill To
Machipongo Land & Coal Company Julia Anne Nestlerode PO Box 148 Mackeyville, PA 17750-0148

Terms	Project
Due on receipt	Adviser to Board of ...

Date	Item	Description	Qty	Rate	Amount
5/11/2008	Misc Reimb	Late evening/early morning preparation for Shareholder's meeting	1.00	133.96	133.96
5/19/2008	Misc Reimb	Binding add'l copies of NACD Manuals for Geraci and Shimmel. extra set	6.00	5.94333	35.66
5/20/2008	Misc Reimb	Handbook for Effective Meetings	1.00	6.50	6.50
5/20/2008	Misc Reimb	Basics of Parliamentary Procedure	1.00	5.00	5.00
5/28/2008	Misc Reimb	Copies of various Machipongo deeds affecting gas rights	1.00	26.00	26.00
6/13/2008	Misc Reimb	Distribution copies of Annual Meeting minutes and Envelopes for return of survey	1.00	49.73	49.73
2/4/2008	Misc Reimb	Postage - Carol Pataky	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - Patricia Tomanio	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - Julia Anne Nestlerode	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - J. Arthur Minds	1.00	4.60	4.60
2/6/2008	Misc Reimb	Postage - Carol Pataky	1.00	4.60	4.60
4/25/2008	Misc Reimb	Postage - Sharon Minds	1.00	4.60	4.60
4/25/2008	Misc Reimb	Postage - Carolyn Doerfert	1.00	4.60	4.60
5/19/2008	Misc Reimb	Postage - Beri Geraci	1.00	6.80	6.80
5/19/2008	Misc Reimb	Postage - Martin Shimmel	1.00	8.25	8.25
We appreciate your prompt payment.			<b>Total</b>		\$1,027.28



CLEARFIELD COUNTY  
ASSESSMENT OFFICE  
THANK YOU

Just - \$ 10.00

Hyde Main Post Office  
Hyde, Pennsylvania  
168439998  
4125460843 -0098  
01/28/2008 (814)765-6773 02:58:30 PM

Product Description	Sale Qty	Receipt Unit Price	Final Price
Mail Tube 2x24 - RP PASADENA CA 91101 Zone-8 First-Class Parcel 6.00 oz.	1	\$2.49	\$2.49
			\$1.98
Issue PVI:			\$1.98

Total: \$4.47

Paid by:  
Cash \$5.00  
Change Due: -\$0.53

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#: 1000200849395  
Clerk: 04

All sales final on stamps and postage.  
Refunds for guaranteed services only.  
Thank you for your business.

\*\*\*\*\*  
HELP US SERVE YOU BETTER

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

TELL US ABOUT YOUR RECENT  
POSTAL EXPERIENCE

YOUR OPINION COUNTS

\*\*\*\*\*

Customer Copy

CLEARFIELD MPO  
CLEARFIELD, Pennsylvania  
168302566  
4125460830 -0098  
02/01/2008 (814)765-5671 12:23:13 PM

Product Description	Sale Qty	Receipt Unit Price	Final Price
Mail Tube 3x36 - RP PASADENA CA 91101 Zone-8 Priority Mail 1 lb. 0.10 oz.	1	\$3.69	\$3.69
			\$7.50
Issue PVI:			\$7.50

Total: \$11.19

Paid by:  
Visa \$11.19  
Account #: XXXXXXXXXXXX0972  
Approval #: 012310  
Transaction #: 193  
23 903050524

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#: 1000201511085  
Clerk: 09

All sales final on stamps and postage.  
Refunds for guaranteed services only.  
Thank you for your business.

\*\*\*\*\*  
HELP US SERVE YOU BETTER

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

TELL US ABOUT YOUR RECENT  
POSTAL EXPERIENCE

YOUR OPINION COUNTS

\*\*\*\*\*

Customer Copy

## Art Minds

**From:** LawDepot.com [LawDepotTechHelp@lawdepot.com]  
**Sent:** January 29, 2008 5:58 PM  
**To:** Art Minds  
**Subject:** Your LawDepot.com Order Confirmation  
**Importance:** High

Thank you for purchasing your legal documents from LawDepot.com

This email contains the following information:

- Order Summary
- Accessing The LawDepot Site
- My Account
- Getting Additional Help
- Referring Your Friends

### Order Summary

**Order Number:** LWS012908-185816-063

**Order Date:** Jan 29, 2008 18:58 pm

#### Order Details:

Directors' Resolution (US) - (Multiple Use License)	\$37.50
Sub Total:	\$37.50
Total (USD):	\$37.50

*38.55 after conversion from Canadian \$*

### Accessing The LawDepot Site

In order to print, edit, or save your document, you must be signed in. To sign in, click here:

<http://www.lawdepot.com/signin.php>

If the above link does not work, go to [www.lawdepot.com](http://www.lawdepot.com) and click on the Sign In link located at the top left hand corner of the webpage.

Your username is:

[art.minds@artminds.com](mailto:art.minds@artminds.com)

Your password is:

CKLVUNUIAJ

Note: To change your password, sign in to our website, and click the Account Info tab on the My Account page.

For a list of all our contracts, visit our Document Center:

<http://www.lawdepot.com/contracts/>

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The "My Account" page can be used to:

- View current licenses and when they expire
- Update your account information including changing your password
- Manage subscriptions

6/3/2008



# FedEx Kinko's

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

2/6/2008

1:02:10 PM PST

Trans.: 1077

Branch: 3701

Register: 003

Till: 019815

Team Member: Chad L.

SALE

*Binding Manuals  
Directors Manuals  
5 sets of 2 manuals  
for Board of Directors*



\* 3 7 0 1 0 0 3 1 0 7 7 \*

Bind Coil Mixed Std 54.90 T  
0887 10.00 @ 5.4900

Sub-Total 54.90  
Deposit 0.00  
Tax 4.53  
Total 59.43  
AmEx (S) 59.43

Account: 1006  
Auth: 529831 (A)

Total Tender 59.43  
Change Due 0.00

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Make It. Print It. Pack It. Ship It.  
[www.fedexkinkos.com](http://www.fedexkinkos.com)

Customer Copy

[Office/Print Services](#)[Ship](#)[In-Store Services](#)[Online Services](#)[Business Solutions](#)

FedEx Kinko's Print Online  
Thank You For Your Order

Hello Art Minds [Sign Out](#) | [Home](#) | [Contact Us](#) | [Help](#)

Order#: 1016341315160455

[Print this page...](#)Confirmation e-mail sent to: [art.minds@artminds.com](mailto:art.minds@artminds.com)

## Order summary

SurveyMapsCombined.pdf 30 copies, collated Laser Paper paper type, printed in Black & White, double sided No finishing options set. . No tabs and inserts	\$48.00
<b>Production total</b>	<b>\$48.00</b>
<b>Volume Discount</b>	<b>(\$4.80)</b>
<b>Subtotal</b>	<b>\$43.20</b>
<b>Shipping</b>	<b>\$0.00</b>
<b>Tax</b>	<b>\$3.56</b>
<b>Total</b>	<b>\$46.76</b>

Delivery method: Pick up at FedEx Kinko's

Ready by: 02/06/08, 05:00 PM (PST)

Center: **Pasadena CA**  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336  
[usa3701@fedexkinkos.com](mailto:usa3701@fedexkinkos.com)

[Map & directions >>](#)

Recipient: Art Minds  
(310) 994-2010  
[art.minds@artminds.com](mailto:art.minds@artminds.com)

Contact: Art Minds  
(310) 994-2010  
[art.minds@artminds.com](mailto:art.minds@artminds.com)

## Billing information:

American Express  
XXX-XXXXXXX-1005  
[Save This Credit Card](#)

[Click here to participate in a FedEx Kinko's customer survey.](#)

## Art Minds

From: ecommerce@fedexkinkos.com  
Sent: February 06, 2008 12:13 PM  
To: Art Minds  
Subject: Print Online order confirmation (GTN 1016341315160455)

## This is an automated response, please do not reply to this email ##

Dear Art Minds,

Thank you for choosing FedEx Kinko's. This email confirms that we have received your order. Please retain this email for your records.

You are welcome to follow up with the Center if you have any questions.

If you need to cancel this order, you must immediately call FedEx Kinko's customer relations at 1.800.Go.FedEx (1.800.463.3339). You can reference your order by Order Number 1016341315160455. Most jobs go into production within 15 minutes of receipt. Orders cancelled after going into production may be subject to a charge.

### ORDER -- SUMMARY DETAILS

Order GTN number: 1016341315160455

Order Price  
Subtotal: \$43.20  
Shipping: \$ --  
Tax: \$3.56  
Total: \$46.76

Payment by: Credit Card

See order details for each recipient below

### ORDER\_DETAIL -- Part 1

Job GTN number: 1013617897495290

FedEx Kinko's Center producing order:  
855 E Colorado Blvd  
PASADENA, CA 91101-2106  
UNITED STATES  
Phone: (626) 793-6336  
E-mail: usa3701@fedexkinkos.com

Order Completion Date: Feb 06, 2008 at 05:00 PM PST

Documents:  
SurveyMapsCombined.pdf (30)  
SurveyMapsCombined.pdf

Recipient: Minds, Art

To be picked up at FedEx Kinko's store (see above)

Price: \$43.20  
Shipping Cost: \$ --  
Tax: \$3.56

## Art Minds

---

**From:** LawDepot.com [LawDepotTechHelp@lawdepot.com]  
**Sent:** March 27, 2008 11:53 AM  
**To:** Art Minds  
**Subject:** Your LawDepot.com Order Confirmation  
**Importance:** High

Thank you for purchasing your legal documents from LawDepot.com

This email contains the following information:

- Order Summary
- Accessing The LawDepot Site
- My Account
- Getting Additional Help
- Referring Your Friends

### Order Summary

**Order Number:** LWS032708-125254-996

**Order Date:** Mar 27, 2008 12:52 pm

**Order Details:**

Consent to be Director and Officer (US) - (Single Use License)	\$10.00
Sub Total:	\$10.00
Total (USD):	\$10.00

### Accessing The LawDepot Site

In order to print, edit, or save your document, you must be signed in. To sign in, click here:

<http://www.lawdepot.com/signin.php>

If the above link does not work, go to [www.lawdepot.com](http://www.lawdepot.com) and click on the Sign In link located at the top left hand corner of the webpage.

Your username is:  
[art.minds@artminds.com](mailto:art.minds@artminds.com)

Your password is:  
machipongo

Note: To change your password, sign in to our website, and click the Account Info tab on the My Account page.

For a list of all our contracts, visit our Document Center:

3/27/2008

<http://www.lawdepot.com/contracts/>

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The "My Account" page can be used to:

- View current licenses and when they expire
- Update your account information including changing your password
- Manage subscriptions
- View your saved answers

To access the "My Account" page, sign in using the above procedure. You will be taken to your "My Account" after you have signed in. If you are already signed in, click on your email address in the top left hand corner (next to the Sign Out button), or use the links in the banner menu, or in the footer.

## **Getting Additional Help**

You can get additional help on various topics by going to:

<http://www.lawdepot.com/help/>

If you need to email us for help, go to [our tech support message submission form](#) instead of replying to this email.

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If you know someone who would benefit from our services, click the link below to refer us to your friends:

<http://www.lawdepot.com/common/referafriend/>

Thank you for using LawDepot's automated contract system. We look forward to serving you again in the future.

Final Details for Order #104-3066541-7471400

Print this page for your records.

Order Placed: April 4, 2008

Amazon.com order number: 104-3066541-7471400

Order Total: \$34.62

Shipped on April 5, 2008

Items Ordered

	Price
1 of: <i>The Complete Idiot's Guide to Robert's Rules (The Complete Idiot's Guide)</i> , MA, PRP, CPP-T, Nancy Sylvester (Author) Sold by: Amazon.com, LLC	\$11.53
1 of: <i>Robert's Rules of Order Newly Revised in Brief (Roberts Rules of Order (in Brief))</i> , Robert M., III Henry (Author), et al Sold by: Amazon.com, LLC	\$6.95
1 of: <i>The Guerrilla Guide to Robert's Rules</i> , MA, PRP, CPP-T, Nancy Sylvester (Author) Sold by: Amazon.com, LLC	\$10.17

Shipping Address:

Arthur J Minds  
Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena, CA 91101  
United States

Item(s) Subtotal: \$28.65  
Shipping & Handling: \$5.97  
-----  
Total Before Tax: \$34.62  
Sales tax: \$0.00  
-----

Shipping Speed:

Standard Shipping

**Total for this Shipment: \$34.62**  
-----

Payment Information

Payment Method:

American Express | Last 5 digits: 15004

Item(s) Subtotal: \$28.65  
Shipping & Handling: \$5.97  
-----

Billing Address:

Arthur J Minds  
Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena, CA 91101  
United States

Total Before Tax: \$34.62  
Estimated Tax: \$0.00  
-----

**Grand Total: \$34.62**

To view the status of your order, return to [Order Summary](#).

**Please note:** This is not a VAT invoice.

## Art Minds

**From:** forms@allbusiness.com  
**Sent:** April 19, 2008 10:12 AM  
**To:** Art Minds  
**Subject:** Order Information  
**Follow Up Flag:** Follow up  
**Flag Status:** Red

## Arthur Minds

Thank you for your order from AllBusiness.com! You may have already downloaded your form from our site, however if you have any problems with the download process, you can use the link(s) below to go back to the download page for your purchase.

Your order (Invoice: 89831) will be available for download for the next 72 hours at the URL(s) listed below.

## Your Items

Declaration of Mailing Notice of Shareholder Meeting	\$10.00
Notice of Annual Meeting of Shareholders	\$10.00
Subtotal:	\$20.00
Discount:	\$0.00
Tax:	\$0.00
<b>Total:</b>	<b>\$20.00</b>

AllBusiness.com offers practical solutions to small businesses:

- Hundreds of forms, agreements, checklists available for immediate download
- Practical Business Guides that combine expert advice with related forms
- Thousands of small business advice articles on all aspects of starting, managing and growing your business
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## Customer Service

Monday - Friday  
8.30AM - 5.30PM Pacific

# FedEx Kinko's

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

4/24/2008 8:03:58 PM PST  
Trans.: 4201 Branch: 3701  
Register: 006 Till: 01155211  
Team Member: Veronica G.

SALE



\* 3 7 0 1 0 0 6 4 2 0 1 \*

Bind Coil Mixed Std 16.47 T  
0887 3.00 @ 5.4900

Sub-Total	16.47
Deposit	0.00
Tax	1.35
Total	17.82
AmEx (S)	17.82
Account: 1006	
Auth: 549897 (A)	
Total Tender	17.82
Change Due	0.00

A stylized handwritten signature in black ink, appearing to be 'AA' followed by a flourish.

Thank you for visiting

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Make It. Print It. Pack It. Ship It.  
[www.fedexkinkos.com](http://www.fedexkinkos.com)

Customer Copy



CLAREFIELD COUNTY  
ASSESSMENT OFFICE  
THANK YOU

*Aerial Overlay  
map of Metchington*

403 #

01-08-00

05-51

0161

10 • 50 • 00

• 50 • 00 ST

• 60 • 00 CA AT

• 10 • 00 LG

COMMERCIAL PRINTING  
& OFFICE SUPPLY, INC.  
P.O. Box 23 Clearfield, PA 16830  
(814) 765-4731

# INVOICE

41258

DATE OF INVOICE	05/08/08
SHIP TO	
ARTHUR JAMES MINDS	

ARTHUR JAMES MINDS

Visa Auth Code: APPRVD

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL.	P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
0							
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
1 ST	ITA30097 HIGHLIGHTER, CHSL, BLUEGRF, 6AST					3.49	3.49
1 EA	SPR52730-1 PAD, EASEL, 27X34, PLAIN 1/EA					16.95	16.95
1 EA	AVE08-885 MARKER, PERM, CHISELTP, LRG, GN					1.44	1.44
1 EA	AVE08-886 MARKER, PERM, CHISELTP, LRG, BE					0.75	0.75
1 EA	AVE08-887 MARKER, PERM, CHISELTP, LRG, RD					0.75	0.75
						SUBTOTAL:	23.38
						Tax:	1.40
						TOTAL ►	24.78

THANK YOU

# FedEx Kinko's

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

4/24/2008 8:03:58 PM PST  
Trans.: 4201 Branch: 3701  
Register: 006 T111:01155211  
Team Member: Veronica G.

SALE



Blind Call Mixed Std	16.47 T
0887	3.00 @ 5.4900
Sub-Total	16.47
Deposit	0.00
Tax	1.35
Total	17.82
AmEx (S)	17.82
Account: 1006	
Auth: 549897 (A)	
Total Tender	17.82
Change Due	0.00

Thank you for visiting

FedEx Kinko's  
Make It. Print It. Pack It. Ship It.  
[www.fedexkinkos.com](http://www.fedexkinkos.com)

Customer Copy

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 185456  
0201-RECEIPT

--- CHARGES ---

0001 COPIES \$4.00

TOTAL CHARGES \$4.00

--- PAYMENTS ---

CASH \$5.20

TOTAL PAYMENTS \$5.20

AMOUNT DUE \$1.00

PAYMENT ON INVOICE (\$4.00)

BALANCE DUE \$0.00

RETEND DUE \$1.00

CASH REFUND (\$1.00)

Customer:  
KINDS, ARI

THANK YOU  
HAURENE E. INLOW  
REGISTER & RECORDER  
COUNTY # 17  
05/12/2008 3:14:53 PM

*Deede*

REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA

INVOICE # 186247  
0202-RECEIPT

--- CHARGES ---

0001 COPIES \$26.00

Fee Detail: \$22.00

0001 COPIES \$4.00

TOTAL CHARGES \$26.00

--- PAYMENTS ---

CASH \$30.00

TOTAL PAYMENTS \$30.00

AMOUNT DUE \$26.00

PAYMENT ON INVOICE (\$26.00)

BALANCE DUE \$0.00

Customer:  
CA #FIELD (\$4.00)

THANK YOU  
HAURENE E. INLOW  
REGISTER & RECORDER  
COUNTY # 17  
05/28/2008 3:41:42 PM

CLEARFIELD COUNTY  
REGISTER OFFICE  
THANK YOU

*Being double copy  
made by  
01-08-00  
05-51  
0161*

10 50.00

50.00  
60.00  
10.00

# FedEx Kinko's

FedEx Kinko's  
855 E Colorado Blvd  
Pasadena, CA 91101-2106  
(626) 793-6336

5/18/2008 3:53:02 PM PST  
Trans.: 4817 Branch: 3701  
Register: 006 T111:04121354  
Team Member: Maria B.

SALE



\* 3 7 0 1 0 0 6 4 8 1 7 \*

Bind Coil Mixed Std 32.94 T  
0887 6.00 @ 5.4900

Sub-Total 32.94  
Deposit 0.00  
Tax 2.72  
Total 35.66  
AmEx (S) 35.66  
Account: 1006  
Auth: 500381 (A)  
Total Tender 35.66  
Change Due 0.00

Thank you for visiting

FedEx Kinko's  
Make It. Print It. Pack It. Ship It.  
[www.fedexkinkos.com](http://www.fedexkinkos.com)

Customer Copy

*Director's Manual*

# STAPLES

that was easy.

Low prices. Every item. Every day.

1646 North Atherton  
PA COLLEGE, PA 16803  
(814) 237-2381

SALE

160686 3 003 06945  
1766 05/09/08 08:25

\*\*\*\*\*

REWARDS NUMBER 2280440880

1 AVRY NAME BADGE IN 25.99  
072782083953 25.99  
SUBTOTAL

Standard Tax 6.00% 1.56

TOTAL \$27.55

American Express 27.55  
Card No.: XXXXXXXXXXXX5004 [S]  
Auth No.: 699532

TOTAL ITEMS 1

Compare and Save  
with Staples-brand products.

THANK YOU FOR SHOPPING AT STAPLES !

Shop online at [www.staples.com](http://www.staples.com)

Visit [www.staples.com/EconomicCenter](http://www.staples.com/EconomicCenter)  
for deals and savings for your business



1 7 8 6 0 5 0 9 0 8 0 6 9 4 5 0 3

OLIVE GARDEN 1552  
1945 Waddle Rd  
State College, PA 16803-1639

\*\*\*\*Take Out\*\*\*\*

Check # :79080

Kerry Z.  
12:16:32 05/10/2008

Guest No.1

1 Jumbo Salad	11.95
1 Jumbo Salad	11.95
-----	
Subtotal	23.90
Sales T	1.80

Total 25.70

Amount Due 0.00

Change 0.00

Take Out

THANK YOU FOR VISITING  
OLIVE GARDEN 1552

Ch. 1552  
GENERAL MANAGER  
(814) 861-1620

An optional 18% gratuity will be  
added to parties of 8 or more.  
Una propina opcional de 18% ser-  
agregada para grupos de 8 o mas.

OLIVE GARDEN 1552  
1945 Waddle Rd  
State College, PA 16803-1639

\*\*\*\*Take Out\*\*\*\*

Check # :79080

Kerry Z.  
12:16 05/10/2008  
Transaction #:784534716

Card Number	Auth Code
xxxxxxxxxxxx 5004	542210
minds/arthur j	Amex

Check Amount 31.70

Tip

Total

34.70  
Machijungs 5/11/08  
Amex - P  
Cardmember agrees to pay total in  
accordance with agreement governing  
use of such card.

# OUTBACK

STEAKHOUSE

0309 Table 63 #Party 2  
MEGAN S SvrCk: 31 8:50p 05/09/08

1 DR Y	3.25
1 DR SAM	4.25
1 SP PEPP SALM 7OZ	15.29
2 CHOP SAL W/	3.98
1 SALMON 7OZ	13.79

Sub Total: 40.56  
(TAX 33.06, Othr 7.50) TAX: 1.98  
05/09 9:26p TOTAL: 42.54

Open at 11a.m. on Mum's day.  
Give Mum the day off and  
join us for an Outback meal!

0309

Server: MEGAN S (#32) Rec:190  
05/09/08 21:28, Swiped T: 63 Term: 2

Outback Steakhouse #3957  
1905 Waddle Road  
State College, PA 16803  
(814)861-7801  
MERCHANT #:

CARD TYPE ACCOUNT NUMBER  
AMERICAN EXPRES XXXXXXXXXXXX5004  
OO TRANSACTION APPROVED  
AUTHORIZATION #: 564824  
Reference: 0509010000309  
TRANS TYPE: Credit Card SALE

CHECK: 42.54

TIP: 5.00

TOTAL: 50.84

x AMEX  
Driver - Mercedes  
PHONE: ( Macapoy )  
\*\*\*Duplicate Copy\*\*\*

CARDHOLDER WILL PAY CARD ISSUER ABOVE  
AMOUNT PURSUANT TO CARDHOLDER AGREEMENT



Invoice Number

2-755-51920

Invoice Date

Jun 13, 2008

Account Number

1942-8489-6

Page

4 of 4

## FedEx Express Shipment Detail By Payor Type (Original)

Shipped On: Jun 05, 2008  
Payor: Shipper

Fuel Surcharge - FedEx has applied a fuel surcharge of 28.00% to this shipment.

Distance Based Pricing, Zone II

FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.

The package weight exceeds the maximum for the packaging type, therefore, FedEx Envelope was rated as FedEx Pak.

Automation	INET	<b>Sender</b>	<b>Recipient</b>
Tracking ID	799335667780	Arthur Minds	Carol Pataky
Service Type	FedEx Standard Overnight	ART MINDS	Mechipongo Land & Coal Company
Package Type	FedEx Pak	260 S LOS ROBLES AVE	2529 Meadow Rd
Zone	08	PASADENA CA 91101 US	CLEARFIELD PA 16830 US
Packages	1		
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge	34.25
Delivered	Jun 06, 2008 12:11	Delivery Area-Rate	2.30
Svc Area	AM	Fuel Surcharge	10.88
Signed by	C.PATAKY	Residential Delivery	2.30
FedEx Use	000000000/0001415/_	Total Charge	USD \$49.73
		Shipper Subtotal	USD \$49.73
		Total FedEx Express	USD \$49.73

# Nancy Sylvester, MA, PRP, CPP-T

*Associate Professor of Speech, Rock Valley College  
Professional Registered & Certified Professional Parliamentarian*

April 21, 2008

Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena, CA 91101

RECEIVED  
APR 25 2008

Dear Art,

Enclosed you will find the booklets that you ordered from my website. Thank you for the order.

Sincerely,



Nancy Sylvester

## BILL

1	<i>Handbook for Effective Meetings</i> booklets @ \$6.50 each	\$6.50
1	<i>Basics of Parliamentary Procedure</i> booklet @ \$5 each	\$5.00

**TOTAL BILL: \$11.50**  
Due upon receipt

**4826 River Bluff Court • Rockford, IL 61111**  
**815•877•2666 • Fax 815•877•5290**  
E-mail: [nancy@nancysylvester.com](mailto:nancy@nancysylvester.com) Website: [www.nancysylvester.com](http://www.nancysylvester.com)





Mr Art Minds  
260 Los Robles Ave  
Suite 331  
Pasadena, CA 91101

Membership No. PC 814352868  
A/R Number  
Group Code  
Folio/Invoice No. 471012

Room No. 326  
Arrival 05-09-08  
Departure 05-10-08

Page No. 1 of 1  
Cashier No. 125  
User ID LV

<http://www.ichotelsgroup.com/h/d/6c/1/en/hd/scewr>

Date	Description	Charges	Credits
05-09-08	*Accommodation	123.46	
05-09-08	PA Hotel Tax	7.41	
05-09-08	Occupancy Tax	3.09	
Thank you for staying at the Holiday Inn Express Williamsburg Square- State College. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit <a href="http://www.pricerityclub.com">www.pricerityclub.com</a> . We look forward to welcoming you back soon.		<b>Total</b>	<b>133.96</b>
		<b>Balance</b>	<b>133.96</b>

Guest Signature: \_\_\_\_\_

I have received the goods and / or services in the amount shown herein. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or association fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express At Williamsburg Square  
1925 Waddle Road  
State College, PA 16803  
Telephone: (814) 867-1800 Fax: (814) 867-9830  
<http://www.ichotelsgroup.com/h/d/6c/1/en/hd/scewr>

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
 Print Date: February 04, 2008 - 11:07:10 AM  
 Mail Date: February 04, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: ART MINDS SURF & SPORT PHOTOGRAPHY  
 260 S LOS ROBLES AVE STE 331  
 PASADENA  
 CA 91101

## ADDRESS SERVICE REQUESTED

Delivery Address: Carol Pataky  
 2529 Meadow Rd  
 Clearfield PA 16830-3530  
 Tracking #: 9101010521297646099040  
 Weight: 0 lbs 15 oz  
 Cost Code: Legal & Admin  
 Refund Type: e/Refund

Cost:	Postage
	Mail Class
	Priority Mail®
	Special Services
	e/Delivery Confirmation
<b>Total Cost:</b>	<b>\$4.60</b>

## Tracking Status

February 6, 2008 - 12:02:00 **DELIVERED**  
 Your item was delivered at 12:02:00 on February 6, 2008 in CLEARFIELD, PA 16830.

February 4, 2008 - 22:21:00 **ENROUTE**  
 Your item arrived at the SANTA CLARITA, CA processing facility at 22:21:00 on February 4, 2008.

February 4, 2008 **ELECTRONIC NOTIFICATION**  
 The U.S. Postal Service received electronic notification of your item on February 4, 2008.

# Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297646099040

Priority Mail with Delivery Confirmation™  
 Electronic Service Fee: \$0.00  
 Total Postage and Fees: \$4.60  
 Weight: 15 oz  
 Print Date: 02/04/2008 Mailing Date: 02/04/2008

From: ART MINDS SURF & SPORT PHOTOGRAPHY  
 260 S LOS ROBLES AVE STE 331  
 PASADENA  
 CA 91101

## ADDRESS SERVICE REQUESTED

To: Carol Pataky  
 2529 Meadow Rd  
 Clearfield PA 16830-3530

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 06350000322648  
 Print Date: February 06, 2008 - 10:03:26 AM  
 Mail Date: February 06, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Patricia A Tomanio  
 RR 2 Box 2011  
 Stroudsburg PA 18360-9504

Tracking #: 9101010521297643880160

Cost Code: Machipongo

Refund Type: e/Refund

Cost: Postage \$4.60

Mail Class  
 Priority Mail®  
 Special Services  
 e/Delivery Confirmation:

Total Cost: \$4.60

## Tracking Status

February 8, 2008 - 10:18:00 **DELIVERED**  
 Your item was delivered at 10:18:00 on February 8, 2008 in STROUDSBURG, PA 18360.

February 8, 2008 - 05:04:00 **ARRIVAL AT UNIT**  
 Your item arrived at STROUDSBURG post office, 18360 at 05:04:00 on February 8, 2008.

February 7, 2008 - 22:15:00 **ENROUTE**  
 Your item arrived at the SWEDESBORO, NJ processing facility at 22:15:00 on February 7, 2008.

February 6, 2008 - 18:51:00 **ENROUTE**  
 Your item arrived at the SANTA CLARITA, CA processing facility at 18:51:00 on February 6, 2008.

February 6, 2008 **ELECTRONIC NOTIFICATION**  
 The U.S. Postal Service received electronic notification of your item on February 6, 2008.

## stamps.com Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297643880160

Priority Mail with Delivery Confirmation™  
 Electronic Service Fee: \$0.00  
 Total Postage and Fees: \$4.60  
 Weight: 10 oz  
 Print Date: 02/06/2008 Mailing Date: 02/06/2008

From: Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: Patricia A Tomanio  
 RR 2 Box 2011  
 Stroudsburg PA 18360-9504

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 06250000322648  
Print Date: February 06, 2008 - 10:06:49 AM  
Mail Date: February 06, 2008  
User: artminds  
Customer ID: 1022712

Return Address: Art Minds and Associates  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101  
ADDRESS SERVICE REQUESTED

Delivery Address: Julia Anne Nesterode  
PO Box 148  
Mackeyville PA 17750-0148

Tracking #: 9101010521297643803756

Cost Code: Machipongo

Refund Type: e/Refund

Cost: Postage \$4.60

Mail Class  
Priority Mail®  
Special Services  
e/Delivery Confirmation:

Total Cost: \$4.60

## Tracking Status

February 9, 2008 - 08:04:00 **DELIVERED**  
Your item was delivered at 08:04:00 on February 9, 2008 in MACKEYVILLE, PA 17750.

February 8, 2008 - 00:08:00 **ENROUTE**  
Your item arrived at the SWEDESBORO, NJ processing facility at 00:08:00 on February 8, 2008.

February 6, 2008 - 18:50:00 **ENROUTE**  
Your item arrived at the SANTA CLARITA, CA processing facility at 18:50:00 on February 6, 2008.

February 6, 2008 **ELECTRONIC NOTIFICATION**  
The U.S. Postal Service received electronic notification of your item on February 6, 2008.

## stamps.com Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297643803756

Priority Mail with Delivery Confirmation™  
Electronic Service Fee: \$0.00  
Total Postage and Fees: \$4.60  
Weight: 10 oz  
Print Date: 02/06/2008 Mailing Date: 02/06/2008

From: Art Minds and Associates  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101  
ADDRESS SERVICE REQUESTED

To: Julia Anne Nesterode  
PO Box 148  
Mackeyville PA 17750-0148

USPS  
Postmark  
Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
 Print Date: April 05, 2008 - 01:17:25 PM  
 Mail Date: April 05, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: J. Arthur Minds  
 PO Box 95  
 Ramey PA 16671-0095

Tracking #: 9101010521297896686472

Cost Code: Model Search

Refund Type: e/Refund

Cost: Postage  
 Mail Class  
 Priority Mail® \$4.60  
 Special Services  
 e/Delivery Confirmation:

Total Cost: \$4.60

## Tracking Status

April 8, 2008 - 09:41:00

### DELIVERED

Your item was delivered at 09:41:00 on April 8, 2008 in RAMEY, PA 16671.

April 7, 2008 - 09:36:00

### NOTICE LEFT

We attempted to deliver your item at 09:36:00 on April 7, 2008 in RAMEY, PA 16671 and a notice was left. It can be redelivered or picked up at the post office. If the item is not claimed, it will be returned to the sender.

April 6, 2008 - 21:42:00

### ENROUTE

Your item arrived at the PITTSBURGH, PA processing facility at 21:42:00 on April 6, 2008.

April 5, 2008 - 22:22:00

### ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 22:22:00 on April 5, 2008.

April 5, 2008

### ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on April 5, 2008.

## stamps.com Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297896686472

Priority Mail with Delivery Confirmation™  
 Electronic Service Fee: \$0.00  
 Total Postage and Fees: \$4.60  
 Weight: 1 lbs.  
 Print Date: 04/05/2008 Mailing Date: 04/05/2008

From: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: J. Arthur Minds  
 PO Box 95  
 Ramey PA 16671-0095  
 USPS Postmark Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail Services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 0625000322648  
 Print Date: February 06, 2008 - 10:07:24 AM  
 Mail Date: February 06, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Carol Pataky  
 2529 Meadow Rd  
 Clearfield PA 16830-3530

Tracking #: 9101010521297643803541

Cost Code: Machipongo

Refund Type: e/Refund

Cost: Postage

Mail Class  
 Priority Mail®: \$4.60  
 Special Services  
 e/Delivery Confirmation:

Total Cost: \$4.60

## Tracking Status

February 8, 2008 - 12:34:00

DELIVERED

Your item was delivered at 12:34:00 on February 8, 2008 in CLEARFIELD, PA 16830.

February 6, 2008 - 18:54:00

ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 18:54:00 on February 6, 2008.

February 6, 2008

ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on February 6, 2008.

## stamps.com Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297643803541

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 10 oz

Print Date: 02/06/2008

Mailing Date: 02/06/2008

From:

Art Minds and Associates  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To:

Carol Pataky  
 2529 Meadow Rd  
 Clearfield PA 16830-3530

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 06250000322648  
 Print Date: April 25, 2008 - 02:03:02 PM  
 Mail Date: April 25, 2008  
 User: ardminds  
 Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Sharon Minds  
 5789 Evans Rd  
 Wofford Heights CA 93285-9406

Tracking #: 9101010521297867317947

Weight: 1 lb 4 oz

Refund Type: e/Refund

Cost: Postage \$4.60  
 Mail Class  
 Priority Mail®  
 Special Services  
 e/Delivery Confirmation

Total Cost: \$4.60

## Tracking Status

April 28, 2008 - 09:55:00

DELIVERED

Your item was delivered at 09:55:00 on April 28, 2008 in WOFFORD HEIGHTS, CA 93285.

April 28, 2008 - 08:05:00

ARRIVAL AT UNIT

Your item arrived at WOFFORD HEIGHTS post office, 93285 at 08:05:00 on April 28, 2008.

April 26, 2008 - 01:30:00

ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 01:30:00 on April 26, 2008.

April 25, 2008 - 21:43:00

ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 21:43:00 on April 25, 2008.

April 25, 2008

ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on April 25, 2008.

## stamps.com Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297867317947

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$4.60

Weight: 1 lbs, 4 oz

Print Date: 04/25/2008

Mailing Date: 04/25/2008

From: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: Sharon Minds  
 5789 Evans Rd  
 Wofford Heights CA 93285-9406

USPS  
 Postmark  
 Here

\*Regular, Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
 Print Date: April 25, 2008 - 02:03:37 PM  
 Mail Date: April 25, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Carolyn Doerfert  
 Gunther & Carolyn Doerfert Trust  
 3613 Lakeshore Dr  
 Kingsport TN 37663-3373

Tracking #: 9101010521297867317473

Weight: 1 lb 4 oz

Refund Type: e/Refund

Cost: Postage

Mail Class  
 Priority Mail®

\$7.50

Special Services  
 e/Delivery Confirmation:

Total Cost: \$7.50

## Tracking Status

April 28, 2008 - 11:25:00

DELIVERED

Your item was delivered at 11:25:00 on April 28, 2008 in KINGSPOINT, TN 37663.

April 28, 2008 - 06:42:00

ARRIVAL AT UNIT

Your item arrived at KINGSPOINT post office, 37663 at 06:42:00 on April 28, 2008.

April 27, 2008 - 14:52:00

ENROUTE

Your item arrived at the KNOXVILLE, TN processing facility at 14:52:00 on April 27, 2008.

April 25, 2008 - 21:42:00

ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 21:42:00 on April 25, 2008.

April 25, 2008

ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on April 25, 2008.

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297867317473

Priority Mail with Delivery Confirmation™\*

Electronic Service Fee: \$0.00

Total Postage and Fees: \$7.50

Weight: 1 lbs. 4 oz

Print Date: 04/25/2008

Mailing Date: 04/25/2008

From: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: Carolyn Doerfert  
 Gunther & Carolyn Doerfert Trust  
 3613 Lakeshore Dr  
 Kingsport TN 37663-3373

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail Services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.



# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
Print Date: May 19, 2008 - 11:57:11 AM  
Mail Date: May 19, 2008  
User: artminds  
Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Judith B Geraci  
8826 NE 137th St  
Kirkland WA 98034-1729

Tracking #: 9101010521297859889377

Weight: 1 lb 5 oz

Cost Code: Machipongo

Refund Type: e/Refund

Memo: Machipongo - Director Training Manuals

Cost: Postage  
Mail Class  
Priority Mail®  
Special Services  
e/Delivery Confirmation:  
\$6.80

Total Cost: \$6.80

## Tracking Status

May 21, 2008 - 12:56:00

**DELIVERED**  
Your item was delivered at 12:56:00 on May 21, 2008 in KIRKLAND, WA 98034.

May 20, 2008 - 20:44:00

**ENROUTE**  
Your item arrived at the FEDERAL WAY, WA processing facility at 20:44:00 on May 20, 2008.

May 19, 2008 - 18:25:00

**ENROUTE**  
Your item arrived at the SANTA CLARITA, CA processing facility at 18:25:00 on May 19, 2008.

May 19, 2008

**ELECTRONIC NOTIFICATION**  
The U.S. Postal Service received electronic notification of your item on May 19, 2008.

stamps.com

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297859889377

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$6.80

Weight: 1 lbs. 5 oz

Print Date: 05/19/2008

Mailing Date: 05/19/2008

From: Art Minds Surf & Sport Photography  
260 S Los Robles Ave Ste 331  
Pasadena CA 91101  
ADDRESS SERVICE REQUESTED

To: Judith B Geraci  
8826 NE 137th St  
Kirkland WA 98034-1729

USPS  
Postmark  
Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

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2. Place the label so it does not wrap around the edge of the package.
3. This package may be deposited in any collection box, handed to your mail carrier, or presented to a clerk at your local Post Office.
4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.

# Postage Transaction Record

Wednesday, June 25, 2008

Device ID: 062S0000322648  
 Print Date: May 19, 2008 - 11:56:33 AM  
 Mail Date: May 19, 2008  
 User: artminds  
 Customer ID: 1022712

Return Address: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101

ADDRESS SERVICE REQUESTED

Delivery Address: Martin Shimmel  
 47 Woodhollow Ln  
 Palm Coast FL 32164-7919

Tracking #: 9101010521297859861830

Weight: 1 lb 5 oz

Cost Code: Machipongo

Refund Type: e/Refund

Memo: Machipongo - Director Training Manuals

Cost: Postage  
 Mail Class  
 Priority Mail® \$8.25  
 Special Services  
 e/Delivery Confirmation:

Total Cost: \$8.25

## Tracking Status

May 21, 2008 - 13:02:00

## DELIVERED

Your item was delivered at 13:02:00 on May 21, 2008 in PALM COAST, FL 32164.

May 21, 2008 - 10:07:00

## ARRIVAL AT UNIT

Your item arrived at PALM COAST post office, 32137 at 10:07:00 on May 21, 2008.

May 21, 2008 - 07:45:00

## MISSENT

Your item was misrouted. The error has been corrected and every effort is being made to deliver it as soon as possible.

May 19, 2008 - 18:24:00

## ENROUTE

Your item arrived at the SANTA CLARITA, CA processing facility at 18:24:00 on May 19, 2008.

May 19, 2008

## ELECTRONIC NOTIFICATION

The U.S. Postal Service received electronic notification of your item on May 19, 2008.

## Shipping Label Receipt

Delivery Confirmation™ Service Number:

9101010521297859861830

Priority Mail with Delivery Confirmation™

Electronic Service Fee: \$0.00

Total Postage and Fees: \$8.25

Weight: 1 lbs. 5 oz

Print Date: 05/19/2008

Mailing Date: 05/19/2008

From: Art Minds Surf & Sport Photography  
 260 S Los Robles Ave Ste 331  
 Pasadena CA 91101  
 ADDRESS SERVICE REQUESTED

To: Martin Shimmel  
 47 Woodhollow Ln  
 Palm Coast FL 32164-7919

USPS  
 Postmark  
 Here

\*Regular Priority Mail Service postage rates apply. There is no fee for Delivery Confirmation™ service on Priority Mail services with use of this electronic shipping label. Postmark required if fee refund requested. Delivery information is not available by phone for the electronic option.

## Instructions:

1. Adhere shipping label to package with tape or glue - DO NOT TAPE OVER BARCODE. Be sure all edges are secured. Self-adhesive label is recommended.
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4. Each confirmation number is unique and can be used only once - DO NOT PHOTOCOPY.
5. You must mail this package on the "mail date" that is specified on this label.