



KRAFT & KRAFT, P.C.

BY: Robert E. Cherwony, Esquire

Identification No. 17623

1311 Spruce Street

Philadelphia, PA 19107

(215) 546-5100

Attorney for Plaintiff(s)

SHORTY'S TRUCK & EQUIPMENT REPAIR, LLC

8509 Rt. 954 Hwy N.

Creekside, PA 15732

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

vs.

CHRISTOPHER J. DAVIS i/t/a

BLUE MOUNTAIN COAL CO

753 Richard Road

Irvona, PA 16656

CIVIL ACTION AT LAW

NO. 08-2345-CD

**CIVIL ACTION COMPLAINT**

**"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.

David Meholick  
Court Administrator  
1 N. 2nd Street  
Clearfield, PA 16830

**"AVISO"**

"Le han demandado a usted en la corte. Si usted quiere defenderse de este demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demands y la notification. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notification. Ademas, la corte puede decidir a favor dei demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

"LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFIICINA CUYA DIRECCION SE ENCUENTRA ESRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL."

S  
**FILED**  
m19:4064  
DEC 08 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
Att'y ed. \$95.00  
ICC  
Any  
ICC Sheriff

KRAFT & KRAFT, P.C.  
BY: Robert E. Cherwony, Esquire  
Attorney No. 17623  
1311 Spruce Street  
Philadelphia PA 19107  
(215) 546-5100

Attorney for Plaintiff(s)

SHORTY'S TRUCK & EQUIPMENT  
REPAIR, LLC  
8509 Rt. 954 Hwy N.  
Creekside, PA 15732

COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PA

v.

CIVIL ACTION AT LAW

CHRISTOPHER J. DAVIS i/t/a  
BLUE MOUNTAIN COAL CO  
753 Richard Road  
Irvona, PA 16656

No.

CIVIL ACTION

1. On the dates mentioned, of the kind and price, and in the amounts set forth in Exhibit "A" attached hereto, and made part hereof, the defendant(s) purchased merchandise and services set forth or referred to therein, and agreed to pay therefor.

2. The said merchandise and services set forth in Exhibit "A" were ordered at the specific instance and request of the defendant(s) to whom the same were delivered, and who received the same without complaint.

3. The prices charged are the fair, reasonable, just and market prices of the merchandise and services set forth, and are the prices which the defendant(s) agreed to pay therefor.

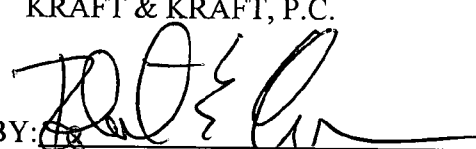
4. All credits, if any, to which the defendant(s) is/are entitled are set forth in said Exhibit "A".

5. The plaintiff has made demand upon the defendant(s) for payment for the said merchandise and services in the amount of \$11,648.36, but the defendant(s) failed and refused, and still refuses/refuse to pay the said sum or any part thereof.

WHEREFORE, plaintiff claims of the defendant(s) the sum of \$11,648.36 plus interest in the amount of \$783.16, for a total of \$12,431.52 plus court costs, all of which are justly due and owing from the defendant(s) to the plaintiff.

KRAFT & KRAFT, P.C.

BY:

  
Robert E. Cherwony, Esquire  
Attorney for Plaintiff

**Shorty's Truck & Equipment Repair, LLC**

8509 Rt 954 Hwy. N.  
Creekside, PA 15732

724-397-8024

Date	Invoice #
10/8/2007	1184

Bill To
Blue Mountain Coal Chris Davis Irvona, PA 16656

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
7018 Welding Rods	10	2.04	20.40T
Grease	5	3.21	16.05T
Grinding Wheels	13	4.57	59.41T
Solvent	3	4.60	13.80T
Wipeall	2	2.96	5.92T
Brake Kleen	1	2.28	2.28T
Five Gallon Buckets 30W	8	59.29	474.32T
5P0233 Bolt	27	5.75	155.25T
2M5656 Nut	27	2.92	78.84T
<b>Subtotal</b>			<b>\$10,991.27</b>
<b>Sales Tax (6.0%)</b>			<b>\$659.48</b>
<b>Balance Due</b>			<b>\$11,650.75</b>

**Shorty's Truck & Equipment Repair, LLC**

8509 Rt 954 Hwy. N.  
Creekside, PA 15732

724-397-8024

Date	Invoice #
10/8/2007	1184

Bill To
Blue Mountain Coal Chris Davis Irvona, PA 16656

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
D9H Welded track frame, assembled left front idler, sealed bolts to ripper, reinstalled ripper, welded keeper on ripper pin			
LABOR- 9/5/07	12.5	60.00	750.00T
Truck #7			
D9H Adjusted left front idler, installed track, removed broken bolts from track frame, removed scavenge pump, installed pump with new gaskets, filled transmission, ran to test, rolled cab into position			
LABOR- 9/6/07	14.5	60.00	870.00T
Truck #7			
D9H Welded track frame to accept roller, installed roller, adjusted tracks, found right side adjuster to be bad, installed belly pan			
Subtotal			
Sales Tax (6.0%)			
Balance Due			

## Shorty's Truck &amp; Equipment Repair, LLC

8509 Rt 954 Hwy. N.  
Creekside, PA 15732

724-397-8024

*Get Tough**FILED  
BANKRUPTCY??*

Date	Invoice #
10/8/2007	1184

Bill To
Blue Mountain Coal
Chris Davis
Irvona, PA 16656

*Chris Davis*  
*Cell 814 931 9683*  
*Off. 814 672 3813*

*He is the one  
 that bought the  
 dozen*

P.O. No.	Terms
.	Net 30

Description	Qty	Rate	Amount
LABOR- 8/14/07 Truck #6	6.5	60.00	390.00T
LABOR- 8/14/07 Helper	6.5	50.00	325.00T
Disassembled right rear final drive, needs parts, tried tightening segment bolts, need bolts			
LABOR- 8/20/07, 8/21/07, 8/22/07 Truck #6 and Truck #7	66.5	60.00	3,990.00T
D9H Final Drive Repair			
LABOR- 8/29/07 Truck #7 and Truck #3	25	60.00	1,500.00T
D9H Removed front left idler, removed broken bolts, started building up track frame, began removing roller bolts from track frame, right side			
Subtotal			
Sales Tax (6.0%)			
Balance Due			

# AFFIDAVIT

STATE OF Pennsylvania  
COUNTY OF Indiana

KNOW ALL YE MEN BY THESE PRESENTS,

That on this 19 day of Sept., 2008

John M Kunkle personally appeared before me who after being first duly sworn,

deposes and says: I am a representative of Shorty's Truck & Equipment Repair, LLC.  
(your company Name)

Which is a (☒ corporation) (☐ sole proprietor) (☐ individual) or (☐ other). My position with

this company is Owner and I have direct knowledge of the events  
(your title)

with regards to Christopher Davis known to us as a  
(debtors name)

(☐ corporation) (☐ sole proprietor) (☒ individual) or (☐ other). And located at:

(debtors address)  
They have an original balance owed in the amount of \$ 11,648.36, with no

Interest or late charges added and all just credits and debits given.

FURTHER AFFIANT SAYETH NOT

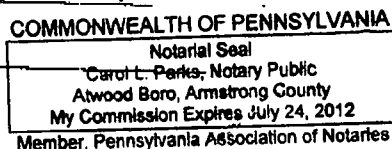
Signature: John M Kunkle

SUBSCRIBED TO AND SWORN TO before me this 19 day of September, 2008

Notary Public Carol L Parks

My commission expires

Seal:



14054/122122373

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-2345-CD

SHORTY'S TRUCK & EQUIPMENT REPAIR, LLC

vs

CHRISTOPHER J. DAVIS i/t/a BLUE MOUNTAIN COAL CO.  
COMPLAINT

SERVICE # 1 OF 1

**FILED**

03:24 PM  
DEC 17 2008

William A. Shaw  
Prothonotary/Clerk of Courts

SERVE BY: 01/07/2009

HEARING:

PAGE: 105032

DEFENDANT: CHRISTOPHER J. DAVIS i/t/a BLUE MOUNTAIN COAL CO  
ADDRESS: 753 RICHARD ROAD  
IRVONA, PA 16656

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/PIC

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 12-15-08 AT 9:57 AM / PM SERVED THE WITHIN

COMPLAINT ON CHRISTOPHER J. DAVIS i/t/a BLUE MOUNTAIN COAL CO, DEFENDANT

BY HANDING TO Lori Davis, Wife

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 753 Richard Road  
Irivona, Pa. 16656

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT FOR CHRISTOPHER J. DAVIS i/t/a BLUE MOUNTAIN COAL CO

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

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CHRISTOPHER J. DAVIS i/t/a BLUE MOUNTAIN COAL CO

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

James E Davis  
Print Deputy Name



BY: Christopher J. Davis  
753 Richards Rd.  
Irvona, PA 16656  
(814) 672-3813

SHORTY'S TRUCK & EQUIPMENT : COURT OF COMMON PLEAS OF  
REPAIR, LLC CLEARFIELD COUNTY, PA  
8509 Rt. 954 Hwy N.  
Creekside, PA 15732

v. : CIVIL ACTION DEFENDANT'S  
RESPONSE

CHRISTOPHER J. DAVIS i/t/a  
BLUE MOUNTAIN COAL CO : NO. 08-2345-CD  
Irvona, PA 16656

CIVIL ACTION RESPONSE

1. On October 13<sup>th</sup> 2007 defendant sent to plaintiff a letter pointing out errors to be corrected and negotiated in the bill sent to defendant with no response until August 29<sup>th</sup> 2008.

2. On some of the dates mentioned in plaintiff's complaint the facts are correct. Defendant is responsible only for billing after 8-24-07 minus interest, oil, bolts, and nuts. Exhibit "A" shows the letter sent to plaintiff on 10-13-07 and the e-mail sent to defendant by Ramco machinery aka, ramcoenergy aka, Rick A. Moses, stating that after 8-24-07 he would no longer pay plaintiff for labor performed on the bulldozer sold to defendant.

3. A payment of \$1,750.00 paid by defendant was not acknowledged or credited in the suit by plaintiff, or Kraft & Kraft P.C.

4. Proof of a payment is included in exhibit "A".

5. Despite sending a letter and a copy of the e-mail to plaintiff outlining the errors and overcharges in the bill, defendant did not receive a call or revised bill for 10 months. The plaintiff directed a collection agency to contact the defendant. The plaintiff is demanding an amount in excess of twice the amount owed by defendant.

6. After the removal of the charges that were agreed to be paid by ramco machine before 8-24-07 and the \$1,750.00 payment by defendant to plaintiff's agent, the balance due is \$3,827.86. Furthermore the defendant attempted to settle this matter when plaintiff's agent contacted him, only to have the agent engage in deceitful and very rude behavior.

BY: 

Christopher J. Davis  
Defendant

FILED

01/05/09  
JAN 05 2009

5 William A. Shaw  
Prothonotary/Clerk of Courts

October 13, 2007

Blue Mountain Coal Co.

753 Richards Road

Irvona, Pa 16656

Shorty's Truck and Equip. Repair

8509 Rt 954 Hwy N.

Creekside, Pa 15732

Dear Dave, I wanted to bring a couple of errors in your statement to your attention, regarding the sales tax exempt form you were going to send me and what Rick Moses is responsible for paying and what I am responsible for paying. I do not pay sales tax because the state exempts mining and manufacturing from sales tax. As I said before I will fill out the exemption form if you send it to me. Concerning the bill for work done on the D9 dozer, I'm confused why Shorty is charging me for the work done after August 24<sup>th</sup>, because we both understand Rick Moses is paying the bill until August 24<sup>th</sup>. Moses informed you by phone and me by e-mail he was no longer going to pay for any more labor on the dozer after the 24th. I also understood from a conversation with you that the transmission oil and the bolts and nuts were going to be charged to Rick Moses. The total bill I come up with for myself is \$5577.86. As I told you before Shorty's started the work there is no way I could pay the bill in 30 days, rather it could take me a couple of years to pay the bill off because of the bonding and break down issues I have faced. I do appreciate your help Dave. Call me and we can set up some kind of a payment plan. Home 814-672-3813 Mobile 814-931-9683.

Thank you,

Chris Davis

DAVIS APARTMENTS

753 RICHARDS RD. 814-672-3813  
IRVONA, PA 16656

60-682/433  
7110095896

3919

DATE

9-18-08

PAY TO THE  
ORDER OF

Shotty's Truck & Equipment Repair, LLC.  
c/o Commercial Investigations

\$1,750.00

Seventeen hundred fifty and  $\frac{00}{100}$

DOLLARS

SECURITY FEATURES  
Detailed on back



FIRST  
Commonwealth.

First Commonwealth Bank  
Central Offices: Indiana, PA 15701-0400  
Clearfield Office

MEMO

check my fax

Joni A. Davis

⑆043306826⑆ 7110 095896⑈ 3919

Subj: **CAT D9H Transmission**  
Date: 8/24/2007 4:26:10 P.M. Eastern Daylight Time  
From: [ramcoenergy@yahoo.com](mailto:ramcoenergy@yahoo.com)  
To: [bluemtncoal@aol.com](mailto:bluemtncoal@aol.com)

I got your voice mail this afternoon on the transmission. I've been at the doctor office all morning. I talk to Dave about this problem and what I don't understand is that Charlie air tested all of the clutch packs before he resealed this transmission. I'am not sure the problem is the clutch packs or the valve body. Most of the time if you have any clutch problems you will fine small parts of clutch. I have a running take out transmission if you want it you can have it at no charge. I'am not going to pay for any more labor work for your dozer. One day your are wanting to borrow a u/blade and the next day you are taking me to court. I think you might want to consider selling this dozer and get out of it. My repair cost on this dozer to date is between 35,000 - 37,000 not including the final drive that give you. How much more do you expect from me.

---

Building a website is a piece of cake.  
Yahoo! Small Business gives you all the tools to get online.

# Shorty's Truck & Equipment Repair, LLC

8509 Rt 954 Hwy. N.  
Creekside, PA 15732

724-397-8024

Date	Invoice #
10/8/2007	1184

Bill To
Blue Mountain Coal Chris Davis Irvona, PA 16656

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
LABOR- 8/14/07 Truck #6	6.5	60.00	390.00
LABOR- 8/14/07 Helper	6.5	50.00	325.00
Disassembled right rear final drive, needs parts, tried tightening segment bolts, need bolts			
LABOR- 8/20/07, 8/21/07, 8/22/07 Truck #6 and Truck #7	66.5	60.00	3,990.00
D9H Final Drive Repair			
LABOR- 8/29/07 Truck #7 and Truck #3	25	60.00	1,500.00
D9H Removed front left idler, removed broken bolts, started building up track frame, began removing roller bolts from track frame, right side			
Subtotal			
Sales Tax (6.0%)			
Balance Due			

Chris Davis \$5577.86  
Payment \$1,750.00  
Total Due from Defendant \$3,827.86

Shorty's Truck & Equipment Repair, LLC

8509 Rt 954 Hwy. N.  
Creekside, PA 15732

724-397-8024

Date	Invoice #
10/8/2007	1184

Bill To
Blue Mountain Coal Chris Davis Irvona, PA 16656

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
LABOR- 8/30/07 Truck #7  D9H Removed idler guides, welded guides on roller cab back, started removing transmission	13.5	60.00	810.00T
LABOR- 8/31/07 Truck #7  D9H Removed transmission, installed new transmission, removed broken roller bolt	12	60.00	720.00T
LABOR- 9/4/07 Truck #7	13.5	60.00 Due From Defendant	810.00T \$2,340.00
<b>Subtotal</b>			
<b>Sales Tax (6.0%)</b>			
<b>Balance Due</b>			

# Shorty's Truck & Equipment Repair, LLC

8509 Rt 954 Hwy. N.  
Creekside, PA 15732  
724-397-8024

Date	Invoice #
10/8/2007	1184

Bill To
Blue Mountain Coal Chris Davis Irvona, PA 16656

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
D9H Welded track frame, assembled left front idler, sealed bolts to ripper, reinstalled ripper, welded keeper on ripper pin			
LABOR- 9/5/07	12.5	60.00	750.00T
Truck #7			
D9H Adjusted left front idler, installed track, removed broken bolts from track frame, removed scavenge pump, installed pump with new gaskets, filled transmission, ran to test, rolled cab into position			
LABOR- 9/6/07	14.5	60.00	870.00T
Truck #7			
D9H Welded track frame to accept roller, installed roller, adjusted tracks, found right side adjuster to be bad, installed belly pan			
		Due From Defendant	\$1,620.00
		<b>Subtotal</b>	
		<b>Sales Tax (6.0%)</b>	
		<b>Balance Due</b>	

# Shorty's Truck & Equipment Repair, LLC

8509 Rt 954 Hwy. N.  
Creekside, PA 15732

724-397-8024

Date	Invoice #
10/8/2007	1184

Bill To
Blue Mountain Coal Chris Davis Irvona, PA 16656

P.O. No.	Terms
	Net 30

Description	Qty	Rate	Amount
7018 Welding Rods	10	2.04	20.40T
Grease	5	3.21	16.05T
Grinding Wheels	13	4.57	59.41T
Solvent	3	4.60	13.80T
Wipeall	2	2.96	5.92T
Brake Kleen	1	2.28	2.28T
Five Gallon Buckets 30W	48	59.29	474.32T
5P0233 Bolt	27	5.75	155.25T
2M5656 Nut	27	2.92	78.84T
<p>was Agreed Ramco machine would pay for this</p>			
Dua From Defendant			\$117.86
Subtotal			<del>\$10,991.27</del>
Sales Tax (6.0%)			<del>\$659.48</del>
Balance Due			<del>\$11,650.75</del>

#5577.86  
- #1,750.00 Payment 9-18-08  
= 3,827.86 Total due from defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 105032  
NO: 08-2345-CD  
SERVICES 1  
COMPLAINT

PLAINTIFF: SHORTY'S TRUCK & EQUIPMENT REPAIR, LLC  
vs.  
DEFENDANT: CHRISTOPHER J. DAVIS i/w/a BLUE MOUNTAIN COAL CO.

SHERIFF RETURN

RETURN COSTS


Description	Paid By	CHECK #	AMOUNT
SURCHARGE	KRAFT	013937	10.00
SHERIFF HAWKINS	KRAFT	013937	50.01

FILED  
013:35cm  
MAR 25 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2008-02345-CD

Shorty's Truck & Equipment Repair, LLC

Vs.

Christopher J. Davis  
Blue Mountain Coal Co.

FILED  
FEB 01 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

To All Parties and Counsel:

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

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

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

By the Court,

F. Cortez Bell, III, Esq.  
Court Administrator

Cherwony  
Def

FILED  
FEB 01 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

Court of Common Pleas of Clearfield County, Pennsylvania  
Civil Division

Shorty's Truck & Equipment Repair, LLC

Vs.

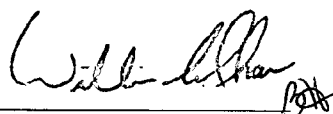
2008-02345-CD

Christopher J. Davis  
Blue Mountain Coal Co.

FILED  
JUL 27 2012  
William A. Shaw  
Prothonotary/Clerk of Courts

**Termination of Inactive Case**

This case is hereby terminated with prejudice this July  
27, 2012, as per Rule 230.2

  
William A. Shaw  
Prothonotary

FILED

JUL 27 2012

William A. Shaw  
Prothonotary/Clerk of Courts