

00-131-CD . SUPER GEORGE, INC. t/d/b/a
ED EBBES etal -vs- WASKO AUTO LAND

(1)

COURT OF COMMON PLEAS

JUDICIAL DISTRICT

46th

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-431-60

NOTICE OF APPEAL

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

NAME OF APPELLANT Edward and Arnette Ebbs		MAG. DIST. NO. OR NAME OF D.J. 46-03-01	
ADDRESS OF APPELLANT 753 Walnut Avenue	CITY Northern Cambria	STATE Pennsylvania	ZIP CODE 15714
DATE OF JUDGMENT 03-13-00	IN THE CASE OF (Plaintiff) Ed and Arnette Ebbs vs. (Defendant) Wasko Auto Land		
CLAIM NO. CV 19 0000058-00 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT Cynthia B Stewart		

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

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

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

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.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

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

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

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

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

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

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

Date: April 11, 2000

Signature of Prothonotary or Deputy

FILED

APR 11 2000

William A. Shaw
Prothonotary

PP
80-
NY
ATTY
STEWART
FOR PLFF

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 District Justice designated therein on (date of service) _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19____ ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD

Address: **109 NORTH BRADY STREET**

P.O. BOX 452

DUBOIS, PA

Telephone: **(814) 371-5321 15801**

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

NAME and ADDRESS

EBBS, ED & ANNETTE

753 WALNUT AVE

NORTHERN CAMBRIA, PA 15714

VS.

DEFENDANT:

NAME and ADDRESS

WASKO AUTO LAND

RD 8 BOX 76

BROOKVILLE, PA 15825

Docket No.: **CV-0000058-00**

Date Filed: **1/24/00**



ED & ANNETTE EBBS

753 WALNUT AVE

NORTHERN CAMBRIA, PA 15714

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

00-431-00

☒ Judgment was entered for: (Name) WASKO AUTO LAND

☒ Judgment was entered against: (Name) EBBS, ED & ANNETTE

in the amount of \$.00 on: (Date of Judgment) 3/13/00

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
Certified Judgment Total	\$ _____

Date:	Place:
Time:	

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.

3-13-00 Date Patrick N. Ford, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.	
_____ Date _____	_____, District Justice

My commission expires first Monday of January,

2006

SEAL

Z 303,212,159

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Wbsko Auto Land	
Street & Number	
R.D. 8, Box 76	
Post Office, State, & ZIP Code	
Brookville PA 15825	
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	

PS Form 3800, April 1995

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (*no extra charge*).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.
5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.
6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

Z 303 212 158

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
District Justice Patrick W. Ford	
Street & Number	
109 North Brady Street	
Post Office, State, & ZIP Code	
P.O. Box 452, DuBois, PA 15801	
Postage	\$ 33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	

PS Form 3800, April 1995

— Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See front).

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached, and present the article at a post office service window or hand it to your rural carrier (no extra charge).

2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, date, detach, and retain the receipt, and mail the article.

3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.

4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.

5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

6. Save this receipt and present it if you make an inquiry.

102595-99-M-0079

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

DISTRICT JUSTICE JUDGMENT

46

COMMON PLEAS No.

CO-431-GO

NOTICE OF APPEAL

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

NAME OF APPELLANT Edward and Annette Ebbs		MAG. DIST. NO. OR NAME OF D.J. 46-03-01	
ADDRESS OF APPELLANT 753 Walnut Avenue		CITY Northern Cambria	STATE Pennsylvania
		ZIP CODE 15714	
DATE OF JUDGMENT 03-13-00	IN THE CASE OF (Plaintiff) Ed and Annette Ebbs vs. Wanko Auto Land		
		(Defendant)	
CLAIM NO. CV 19 0000053-00 LT 19		SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT Cynthia B. Stewart	

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

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

Signature of Prothonotary or Deputy

If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.

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.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

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

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

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).
Name of appellee(s)

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

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

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

Date: April 11, 2000

Signature of Prothonotary or Deputy

Signature of Prothonotary or Deputy

FILED

012-29-201
APR 19 2000

William A. Shaw
Prothonotary

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 Clearfield ; ss

AFFIDAVIT: I hereby swear or affirm that I served

- ☒ a copy of the Notice of Appeal, Common Pleas No. 00-431-CD, upon the District Justice designated therein on (date of service) April 12, 2000, ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) Wasko Auto Land, on April 12, 2000 ☐ by personal service ☒ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 19th DAY OF April, 2000

Cynthia B. Stewart

Signature of affiant

Joyce S. Rodkey
Signature of official before whom affidavit was made

Title of official

My commission expires on _____

Notarial Seal
Joyce S. Rodkey, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires Oct. 21, 2001

Member, Pennsylvania Association of Notaries

Mag. Dist. No.: **46-3-01**
DJ Name: Hon. **PATRICK N. FORD**
Address: **109 NORTH BRADY STREET**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321 15801**

PATRICK N. FORD
109 NORTH BRADY STREET
P.O. BOX 452
DUBOIS, PA 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF: **EBBS, ED & ANNETTE**
NAME and ADDRESS
753 WALNUT AVE
NORTHERN CAMBRIA, PA 15714
VS.
DEFENDANT: **WASKO AUTO LAND**
NAME and ADDRESS
RD 8 BOX 76
BROOKVILLE, PA 15825

Docket No.: **CV-0000058-00**
Date Filed: **1/24/00**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT** **00-431-00**

☒ Judgment was entered for: (Name) **WASKO AUTO LAND**

☒ Judgment was entered against: (Name) **EBBS, ED & ANNETTE**

in the amount of \$ **.00** on: (Date of Judgment) **3/13/00**

☐ Defendants are jointly and severally liable. (Date & Time) _____

☐ Damages will be assessed on:

☐ This case dismissed without prejudice.

☐ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____

☐ Levy is stayed for _____ days or ☐ generally stayed.

☐ Objection to levy has been filed and hearing will be held:

Amount of Judgment	\$ <u>.00</u>
Judgment Costs	\$ <u>.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total	\$ <u> </u>

Date:	Place:
Time:	

FILED
APR 25 2000
10:16 am
William A. Shaw
Prothonotary

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.

3-13-00 Date **Patrick N. Ford**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.
_____, Date _____, District Justice

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.: **46-3-01**

DJ Name: Hon.
PATRICK N. FORD

Address: **109 NORTH BRADY STREET**
P.O. BOX 452
DUBOIS, PA 15801

Telephone: **(814) 371-5321**

CIVIL COMPLAINT

PLAINTIFF: NAME and ADDRESS
Edward J Egos and Annette Y. Egos
753 WALNUT AVE
Northern Cambria, PA 15714

VS.

DEFENDANT: NAME and ADDRESS
WASKO's Autoland
RR 8 Box 76
BROOKVILLE, PA 15825
Formerly Wasko's Autoland of Dubois
[Intersection of Rte 119 + 322, Dubois, PA 15801]

Docket No.: **CV58-99**
Date Filed:



	AMOUNT	DATE PAID
FILING COSTS	\$ _____	/ /
SERVING COSTS	\$ _____	/ /
TOTAL	\$ _____	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 3455.66 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

failure to compensate for goods received.
On 7/19/99, a 1996 Ford Eddie Bauer was purchased - trade of 1995 Ford RANGER + a 1988 Buick Century + \$8500.00 cash. Total amt \$22,455.66. Termination of contract was for multitude of reasons: ① initial paperwork invalid ② was told Eddie Bauer was junk. ③ was assured total compensation of value of 1988 Buick would be returned and to date was only offered over priced vehicles w/ lqash differences or unrealistic value of \$300.00 ④ failure to act in good faith ⑤ follow up repair paperwork numbers are inconsis-
tent. Value of 1988 Buick Century was never returned. This is reflected in total price of. \$22,455.66
- \$10,500.00 - value of RANGER
- \$8,500.00 - cash
= \$3455.66 - value of trade assessed by WASKO's

multiple changes in agreements yielded many trips for compensation or replacement of vehicle which did not materialize in a fair dollar value.

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

Edward J. Egos
Annette Y. Egos
(Signature of Plaintiff or Authorized Agent)
753 WALNUT AVE
NORTHERN CAMBRIA, PA 15714

Plaintiff's Attorney: _____

Address: _____

Telephone: _____

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

If you have a claim against the plaintiff which is within district justice jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five (5) days before the date set for the hearing. If you have a claim against the plaintiff which is not within district justice jurisdiction, you may request information from this office as to the procedures you may follow. **If you are disabled and require assistance, please contact the Magisterial District office at the address above.**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

-vs-

(181) SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

:
:
: Civil Action
:
: Docket No. 00-431-CD
:
:

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFFS

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

(MAY 01 2000)

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,	:	
Plaintiffs	:	
	:	Civil Action
-vs-	:	
	:	Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a	:	
WASKO'S AUTOLAND,	:	
Defendant	:	

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing 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 claims in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, PA 16830
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,	:
Plaintiffs	:
	:
-vs-	:
	:
SUPER GEORGE, INC., t/d/b/a	:
WASKO'S AUTOLAND,	:
Defendant	:

Civil Action

Docket No. 00-431-CD

COMPLAINT

COMES NOW, the Plaintiffs, EDWARD EBBS and ANNETTE EBBS, by and through their attorney, Cynthia B. Stewart, Esquire, aver as follows:

1. Plaintiffs, EDWARD EBBS and ANNETTE EBBS, are adult individuals, having the residential address of 753 Walnut Avenue, Northern Cambria, Pennsylvania 15714. Plaintiffs are husband and wife.

2. Defendant, SUPER GEORGE, INC., t/d/b/a WASKO'S AUTOLAND, is a corporation, having the address of R. D. 8, Box 76, Brookville, Pennsylvania 15825.

3. Defendant is in the business of selling used automobiles.

4. Defendant formerly operated at a location in DuBois, Pennsylvania at the intersection of Routes 119 and 322 in Clearfield County.

5. On or about July 19, 1999, Plaintiff, EDWARD EBBS, stopped at Defendant's business in DuBois. Plaintiff was shown a 1996 Ford Eddie Bauer extended cab pick up truck, hereinafter referred to as "Eddie Bauer vehicle" on Defendant's lot.

COUNT I - BREACH OF CONTRACT

6. Plaintiffs incorporate Paragraphs 1 through 5 as fully set forth herein.

7. Plaintiff, EDWARD EBBS, was told that nothing was wrong with the Eddie Bauer vehicle, and that it was a top of the line truck.

8. Plaintiff, EDWARD EBBS, was also told that the Eddie Bauer vehicle was the "cadillac" of trucks, as evidenced by the price, which was considered top dollar for a used vehicle of this kind.

9. On or about July 19, 1999, Defendant included a 30-day/1,000 mile warranty on the Eddie Bauer vehicle as part of the purchase.

10. Throughout the time the Defendant spoke with Plaintiff, EDWARD EBBS, on July 19, 1999, in an effort to promote the sale

of said vehicle, Defendant engaged in high-pressure sale tactics in order to make a quick sale.

11. As a result of the representations by the Defendant concerning said vehicle, Plaintiff, EDWARD EBBS, purchased the Eddie Bauer vehicle from Defendant at the then DuBois location on July 19, 1999.

12. EDWARD EBBS and ANNETTE EBBS were co-purchasers of the Eddie Bauer vehicle.

13. Attached hereto as Appendix A are the temporary registration and the purchase order, which set forth the material terms of the sale.

14. Plaintiffs' purchase of the Eddie Bauer vehicle was made for personal and family use.

15. The Eddie Bauer vehicle, which is a 1996 extended cab pick up truck, is identified with the serial number of IFTEX14HITKA46050.

16. The purchase price of the Eddie Bauer vehicle was \$21,900.00 plus tax and associated fees. Therefore, the total cost was \$22,455.66, which included the title fee, transfer fee, documentary fee and notary fee.

17. The purchase price of \$22,455.66 was paid through cash of \$8,500.00 and a trade-in allowance of \$13,955.66.

18. The two vehicles traded in were a red 1995 Ford Ranger extended cab truck and a white 1988 Buick Century automobile.

19. The amount attributed by Defendant to both the Ford Ranger and the Buick Century of \$13,955.66 was not allocated between the two vehicles.

20. The trade-in value attributed to the 1995 Ford Ranger was \$10,500.00.

21. Taking into account the amount of cash paid in by Plaintiffs and the amount attributed to both vehicles given to Defendant as part of the transaction, the total purchase price was \$22,455.66.

22. Taking into account the purchase price, cash paid, and amount attributed to the Ford Ranger trade-in, the remainder balance is \$3,455.66, which represents the value of the 1988 Buick Century.

23. The 1995 Ford Ranger has a vehicle number of IFTCR15U5STA19486.

24. The white 1988 Buick Century has a vehicle number of IG4AH51W3J6403610.

25. On July 20, 1999, payment of \$8,500.00 was made by the Plaintiff, ANNETTE EBBS, to Defendant.

26. At the time of sale, the Eddie Bauer vehicle was in a defective and dangerous condition, which was not disclosed to Plaintiffs.

27. After the sale on July 19, 1999, Plaintiff, EDWARD EBBS, noted brake problems with the Eddie Bauer vehicle on the way home and notified Defendant.

28. Defendant examined the Eddie Bauer vehicle on July 23, 1999, and made repairs.

29. Shortly thereafter, on or about July 23, 1999, Plaintiff, EDWARD EBBS, observed smoke rolling off the wheels of the Eddie Bauer vehicle and again notified the Defendant.

30. Defendant, in order to service the Eddie Bauer vehicle, agreed to pick it up at the place of employment of Plaintiff, EDWARD EBBS, on July 26, 1999.

31. Defendant failed to pick up the Eddie Bauer vehicle on July 26, 1999.

32. On or about July 26, 1999, Plaintiff, EDWARD EBBS, expressed to the Defendant his dissatisfaction and his desire to undo the deal.

33. Plaintiffs were not billed for the repairs on the Eddie Bauer vehicle because it was covered under warranty.

34. Defendant violated the express warranties in that the Eddie Bauer vehicle was not the "cadillac" of vehicles of this class due to the major defects, which required repairs and corrections.

35. Under 13 Pa.C.S.A. §2314, an implied warranty covered the vehicle. The experience which the Plaintiffs had shows that

the Eddie Bauer vehicle did not meet that warranty because of the repeated problems that occurred.

36. The Eddie Bauer vehicle purchased from Defendant was not fit for the ordinary purpose for which it is used.

37. Accordingly, Defendant violated 13 Pa.C.S.A. §2314, the implied warranty of merchantability.

38. As more fully set forth in Count II, Plaintiff, EDWARD EBBS, returned the Eddie Bauer vehicle to Defendant.

39. Defendant returned to the Plaintiff the Ford Ranger and \$8,500.00, as more fully set forth in Count II.

40. Both parties acknowledged that the contract was broken, and it was mutually rescinded.

41. Since the value of the 1988 Buick Century was \$3,455.66, the Defendant is liable to the Plaintiffs for that sum of money.

WHEREFORE, the Plaintiffs pray for money damages in the amount of \$3,455.66 and all other general relief as the Court deems just and proper.

COUNT II - FRAUD

42. Plaintiffs incorporate Paragraphs 1-41 as fully set forth herein.

43. Defendant engaged in high pressure tactics and deception to attempt to resolve obvious problems.

44. On or about July 23, 1999, the 1988 Buick Century was removed from Defendant's lot.

45. George Wasko, operator of WASKO'S AUTOLAND, claimed that the 1988 Buick Century was out of his possession and control.

46. In making the statement in the previous paragraph, a false statement was made by George Wasko that he intended the Plaintiffs to rely upon, which they did. The 1988 Buick Century was actually in the possession of a member of George Wasko's family.

47. Defendant eventually sold the 1988 Buick Century at auction on or about August 6, 1999.

48. An additional element of fraud occurred when George Wasko told Plaintiff, EDWARD EBBS, what he would do to rectify the situation.

49. It was agreed that the Plaintiffs would receive the red 1996 Ford Ranger back, along with the return of the \$8,500.00 they paid Defendant.

50. It was also agreed that Plaintiffs would receive the value of the 1988 Buick Century or a vehicle of equivalent value from the Defendant.

51. Because of the two different elements of fraud that occurred, first to induce the agreement and second the fraudulent misrepresentation of what George Wasko would do after the

agreement, Plaintiffs were deprived of the Buick Century, which has a value of \$3,455.66.

52. Defendant presented Plaintiff, EDWARD EBBS, with a document, which is attached hereto as Appendix B. It is dated July 26, 1999.

53. After being assured that he would receive his money back for the Buick Century or the equivalent value in the form of a comparable used vehicle belonging to Defendant, Plaintiff, EDWARD EBBS, entered into said agreement with Defendant.

54. Further, Plaintiff, EDWARD EBBS, was told that he would not get his truck back if he did not sign the document.

55. In rectifying the problem, Defendant induced the Plaintiff, EDWARD EBBS, to sign said document through fraud and misrepresentations.

56. Plaintiff, EDWARD EBBS, began stopping at Defendant's DuBois location several times a week for approximately 5 weeks to try to replace the 1988 Buick Century.

57. Plaintiff was unable to obtain a comparable vehicle to the 1988 Buick Century from the Defendant because Defendant placed the costs of equivalent vehicles far above the amount attributed to the 1988 Buick Century.

WHEREFORE, the Plaintiffs pray for judgment against Defendant in the amount of \$3,455.66 and all other general and equitable relief as the Court deems just and proper.

COUNT III - UNFAIR TRADE PRACTICES CONSUMER PROTECTION LAW

58. Plaintiffs incorporate Paragraphs 1-57 as fully set forth herein.

59. Before purchasing the vehicle, Plaintiffs inquired as to whether the Eddie Bauer vehicle was a re-constructed vehicle. Plaintiffs also inquired as to whether the vehicle had been previously damaged.

60. Extensive repairs had been made to the Eddie Bauer vehicle by the previous owners prior to Defendant's ownership.

61. Defendant did not inform Plaintiffs of the previous damage when they inquired about it.

62. The acts of the Defendant, as they involved the sale of Eddie Bauer vehicle to the Plaintiffs, were in violation of the Automotive Industry Trade Practices, 37 Pa.Code §301 et seq., in that:

a. Defendant showed and delivered an advertised vehicle which was obviously defective, unusable, or unsuitable for the purpose represented or implied in the sales presentation.

b. Defendant failed to remedy promptly any repair or maintenance service performed by it on customer's vehicle which was not performed in a skilled and workmanlike manner after the customer promptly complained and brought such matter to the attention of Defendant.

63. Items included in the preceding paragraph are considered unfair methods of competition and unfair or deceptive acts under the Automotive Industry Trade Practices.

64. The acts of Defendant, through its agents, as they involve the sale of the Eddie Bauer vehicle to the Plaintiffs, were in violation of the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §201-1, et seq., in that:

a. Deceptive representations were used in connection with the vehicle.

b. The vehicle was represented as having characteristics that it did not have.

c. The terms of the warranty given to the Plaintiffs at, prior to, or after the contract for purchase of the vehicle were not complied with.

d. Otherwise engaging in fraudulent and deceptive activities in violation of 73 P.S. §201-1, et seq.

65. Defendant engaged in deceptive practices when dealing with Plaintiffs regarding the condition of vehicle and refund procedure.

66. As a direct and proximate result of the Defendant's violation of the Unfair Trade Practices and Consumer Protection Law, the Plaintiffs suffered actual damages in the sum of \$3,455.66, which was the value of the Buick Century Defendant failed to return.

67. Because Defendant violated the Unfair Trade Practices and Consumer Protection Law, Plaintiffs are entitled to treble damages, attorney's fees, and costs.

WHEREFORE, the Plaintiffs pray for judgment against Defendant in the amount of \$3,455.66, trebled to the amount of \$10,366.98 plus the cost of the proceedings, attorney's fees, and all other general and equitable relief as the Court deems just and proper.

Respectfully submitted:


Cynthia B. Stewart, Esquire
Attorney for Plaintiffs

APPENDIX A

Attached hereto are the temporary registration and purchase order for the Eddie Bauer vehicle.

No. 2324618

MV-4ST (8/98)				I. TAX/FEES		1ST ASSIGNMENT		2nd ASSIGNMENT		
A. VEHICLE PURCHASED	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)		MAKE OF VEHICLE		MODEL YEAR		PURCHASE PRICE (See note on reverse)		21900.00	
	VEHICLE IDENTIFICATION NUMBER		CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR				LESS TRADE-IN		13955.66	
B. SELLER	LAST NAME (OR FULL BUSINESS NAME) FIRST NAME MIDDLE INITIAL WASKO AUTOLAND OF DUBOIS						TAXABLE AMOUNT		7944.34	
	CO-SELLER						1. Sales Tax Due x 6% (.06) or x 7% (.07) *(See note on reverse).		476.66	
1ST ASSIGNMENT C. 1ST PURCHASER	LAST NAME (OR FULL BUSINESS NAME) FIRST NAME MIDDLE INITIAL Ebbs, Edward J.		DATE ACQUIRED/ PURCHASED 07-19-99				1A Exemption Reason Code (must be a number from 1 to 23 or 0)			
	CO-PURCHASER Annette Ebbs						1B First Assignment		1B Second Assignment	
	STREET 753 Walnut St		BARNESBORO		COUNTY CODE		2. Title Fee		22.50	
	CITY CAMBRIA		STATE PA		ZIP CODE 15714		3. Lien Fee		5.00	
2ND ASSIGNMENT D. 2ND PURCHASER	LAST NAME (OR FULL BUSINESS NAME) FIRST NAME MIDDLE INITIAL		DATE ACQUIRED/ PURCHASED				4. Registration or Processing Fee			
	CO-PURCHASER						Fee Exempt Number as assigned by the Bureau			
	STREET				COUNTY CODE		5. Duplicate Reg. Fee No. of Cards			
	CITY		STATE		ZIP CODE		6. Transfer Fee		6.00	
E. VEHICLE TRADED	MAKE OF VEHICLE FORD TRUCK		VEHICLE IDENTIFICATION NUMBER 1FTCR15U5STA19486				7. Increase Fee			
	MODEL YEAR 1995		BODY TYPE (CP, TK, ETC.) PKP STYLE SUPERCAR		CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		8. Replacement Fee			
APPLICATION FOR REGISTRATION F.	ORIGINAL PLATE <input checked="" type="checkbox"/> Check One		<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE				TOTAL PAID (Add 1 thru 8)		9. 510.16 10.	
	<input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)		<input type="checkbox"/> TRANSFER & RENEWAL OF PLATE				11. GRAND TOTAL (Add 9 & 10)		Send One Check in This Amount 510.16	
	<input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU		<input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE							
	<input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT		<input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER							
	PLATE NO. ZE0-9440		REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> NEVER RECEIVED (LOST IN MAIL) <input type="checkbox"/> DEFACED <input type="checkbox"/> STOLEN							
	EXPIRES Month 02-29-00 Year 00		NOTE: If "NEVER RECEIVED" block is checked, applicant must complete form MV-44.							
	TRANSFERRED FROM TITLE NO. 49104382001		VIN 1FTCR15U5STA19486							
	TEMP. PLATE NO.		SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)		SIGN HERE		RELATIONSHIP TO APPLICANT			
	VEHICLE PURCHASED WEIGHT INFO. (IF APPLICABLE) GVWR		UNLADEN WEIGHT		REQ. REG. GROSS WT. INCLUDING LOAD		REQ. REG. GROSS COMB. WT. (IF APPLICABLE)			
	INSURANCE COMPANY NAME: HiState		POLICY NO. (OR ATTACH BINDER) 052117398030		POLICY EFFECTIVE DATE 07/01/99		POLICY EXPIRATION DATE 3/01/00			
ISSUING AGENT INFORMATION	I CERTIFY THAT ON MONTH 07 DAY 13 YEAR 99 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.		ISSUING AGENT (PRINT NAME) WASKO AUTOLAND OF DUBOIS		AGENT NO. 186635U		ISSUING AGENT SIGNATURE		TELEPHONE NO. (814) 375-748	
G. CERTIFICATION	I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION AND THAT THE INFORMATION GIVEN IS TRUE AND CORRECT. IF AN EXEMPTION IS CLAIMED, THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$5,000 AND IMPRISONMENT OF NOT MORE THAN TWO YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS FORM.									
	1ST ASSIGNMENT		Signature of First Purchaser or Authorized Signer		TELEPHONE NUMBER		Signature of Seller			
			Signature of Co-Purchaser/Title of Authorized Signer				Signature of Co-Seller			
	2ND ASSIGNMENT		Signature of Second Purchaser or Authorized Signer		TELEPHONE NUMBER		Signature of Seller			
		Signature of Co-Purchaser/Title of Authorized Signer				Signature of Co-Seller				
H. ADDITIONAL TITLE INFORMATION	NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> . Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).									
	NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> . IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.									

If your registration documents are not received within 60 days, please contact PennDOT

MESSENGER NUMBER:

PURCHASE ORDER FOR				NAME	DATE
<input type="checkbox"/> NEW or <input type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> CAR <input type="checkbox"/> TRUCK TITLE BRAND				Edward J. Ellis	
YR.	MAKE	MODEL	TYPE	Street	
1980	Ford	F150	CLAB	City	
STOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT		PHONE RES	PHONE BUS
		07-14-80			
TRADE IF APPLICABLE				PRICE OF VEHICLE	
YR.	MAKE	MODEL	TYPE	21900.00	
1978	Ford	Truck	Regular		
COLOR	ITEM	MILEAGE			
		41000			
TITLE NO.	PLATE NO.	EXP. DATE			
OWNER		LOAN #			
Edward J. Ellis					
ADDRESS		PHONE			
AMOUNT		VERIFIED BY			
0.00					
INSURANCE INFORMATION				EXTENDED WARRANTY TYPE	
NAME OF AGENT		PHONE		MONTHS	
Address					
POLICY NUMBER		COLLISION DEDUCTIBLE			
01173980303					
INSURANCE CO.		<input type="checkbox"/> COPY ATTACHED			
EFFECTIVE DATE		EXP. DATE			
		VERIFIED BY			
WARRANTY INFORMATION				ADDITIONAL CHARGES (IF ANY)	
FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item.					
<input checked="" type="checkbox"/> USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.					
<input type="checkbox"/> AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defect that presently exists or that may occur in the vehicle.					
PURCHASER'S SIGNATURE X				TOTAL CREDIT	
USED CAR CONTRACT DISCLOSURE STATEMENT THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.				*Payoff Amount is Subject To Verification	
If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$ PURCHASER'S SIGNATURE X				Net Trade + Deposit + Cash on Delivery = Total Down Payment	
Purchaser hereby acknowledges to the above clause.				Unpaid Balance of Total Price	
Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby. This order shall not become binding until accepted by the dealer or his authorized representative. You, the buyer, may cancel this contract and receive a full refund any time before receipt of a copy of this contract signed by an authorized dealer representative by giving written notice of cancellation to the dealer.					
Purchaser by his execution of this order acknowledges that he has read its terms and conditions and has received a true copy of this order.					
PURCHASER'S SIGNATURE				DATE	
Signature of Purchaser				Signature of Dealer Representative	

APPENDIX B

Attached hereto is the document dated July 26, 1999.

Wasko's autoland
Rts 119 and 322
Dubois Pa
(814)-375-7488

Wasko,s autoland and Mr. Edward Ebbs have agreed to exchange the 1996 Ford F150 Eddie Bauer extended cab truck that he purchased on 7-19-1999 at the above location for his 1995 Ford Ranger Extended cab. The amount owed to Mr. Ebbs is \$7500.00 for this exchange. This includes a full servicing on the Ranger and a full detail. The title for the 1995 Ford Ranger therefore will still be registered to Mr. Ebbs since transaction was not registered thru the state as of todays date. The transaction is being done with Mr. Ebbs complete satisfaction and of his knowledge and consent for Wasko's Autoland to keep his 1988 Buick Century.

Customer signature

Michael J Seybert
Sales associate

Nancy Mckee
General Manager

Sue Wasko
President

07-26-1999

VERIFICATION

I verify the statements made in this document 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 falsifications to authorities.

4/25/00

Date

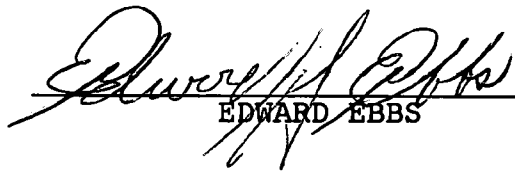
Annette Ebbs

ANNETTE EBBS

VERIFICATION

I verify the statements made in this document 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 falsifications to authorities.

4-25-00
Date


EDWARD EBBS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,	:	
Plaintiffs	:	
	:	Civil Action
-vs-	:	
	:	Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a	:	
WASKO'S AUTOLAND,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 1st day of May, 2000, the undersigned served a true and correct copy of the foregoing Complaint in the above-captioned matter upon Defendant. Such documents were served via United States First Class Mail upon the following:

Wasko's Autoland
R. D. 8, Box 76
Brookville, PA 15825

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

-CIVIL DIVISION-

EDWARD EBBBS and ANNETTE EBBBS,
Plaintiffs

-VS-

SUPER GEORGE, INC. t/d/b/a
WASKO'S AUTOLAND,
Defendant

Docket No. 00-431-CD

COMPLAINT

FILED

030413cc
Shaw

Student

KEB

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

AMMERMAN & MARSHALL
Attorneys at Law
310 EAST CHERRY STREET
CLEARFIELD, PA 16830

CERTIFIED COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBES and ANNETTE EBBS,
Plaintiffs

vs.

SUPER GEORGE, INC., t / d / b / a
WASKO AUTOLAND,
Defendant

NO: 00-431-CD

Type of Case: Civil Action

Type of Pleading: Answer and
New Matter

Filed on behalf of: Defendant

Michael S. Marshall, Esquire
Ammerman & Marshall
310 East Cherry Street
Clearfield, PA 16830
(814) 765-1701

Supreme Court No. 64087

FILED

JUN 15 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

vs.

SUPER GEORGE, INC., t / d / b / a
WASKO AUTOLAND,
Defendant

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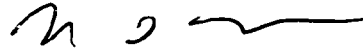
NO: 00-431-CD

NOTICE TO PLEAD

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.

AMMERMAN & MARSHALL

By



Michael S. Marshall, Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

vs.

SUPER GEORGE, INC., t / d / b / a
WASKO AUTOLAND,
Defendant

*
*
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*
*
*
*

NO: 00-431-CD

ANSWER AND NEW MATTER

NOW COMES, the Defendant, Super George, Inc., t/d/b/a Wasko Autoland, by and through their attorney, Michael S. Marshall, Esquire, who files an Answer to Plaintiffs' Complaint and avers as follows:

ANSWER

1. Admitted.
2. Admitted, except that as it relates to this case, Defendant was doing business as Wasko Autoland of Du Bois.
3. Admitted.
4. Admitted.
5. Admitted.

COUNT I - BREACH OF CONTRACT

6. The foregoing responses to paragraphs 1 through 5 of the Complaint are incorporated by reference as though fully set forth herein.

7. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 7.

8. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 8.

9. Admitted.

10. The averments of paragraph 10 are statements of Plaintiff's opinion and contain no factual averments to which a responsive pleading is required. To the extent that a response would be deemed to be required, the same are denied.

11. Admitted in part. It is admitted only that Plaintiff did purchase the vehicle as set forth in paragraph 11. Whether or not said purchase resulted from any representations made by Defendant, is beyond Defendant's knowledge.

12. Admitted.

13. Admitted.

14. Defendant has no way of knowing the purpose for which the purchase was made. The allegations of paragraph 14 are therefore denied.

15. Admitted.

16. Admitted.

17. Admitted.

18. Admitted.

19. Admitted.

20. Denied. To the contrary, and as set forth in the averments of paragraph 19 of the Complaint, the trade-in allowance of \$13,955.66 was not apportioned between the Ford Ranger and the Buick Century.

21. Admitted.

22. Denied for the reasons set forth in answer to the averments of paragraph 20 above. By way of further answer, Defendant avers that the sum of \$3,455.66 far exceeds the fair and reasonable value of the 1988 Buick Century.

23. Admitted.

24. Admitted.

25. Admitted.

26. The averment that the vehicle was in a defective and dangerous condition is a statement of opinion and/or conclusion of law to which no responsive pleading is required. To the extent that an answer would be deemed to be necessary, the same is denied. To the contrary, any problems the vehicle had were not major and were repairable. It is admitted that Defendant did not disclose any defective conditions to Plaintiffs, because Defendant was not aware of any problems with the vehicle at the time of the sale.

27. Admitted in part. It is admitted only that Defendant was notified of problems with the vehicle. The nature of the problems observed by Plaintiff, are known only to Plaintiff.

28. Admitted.

29. Admitted in part. It is admitted only that Defendant was notified of problems with the vehicle. The nature of the problems observed by Plaintiff, are known only to Plaintiff.

30. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 30.

31. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 31.

32. Admitted.

33. Admitted.

34. The averments of paragraph 34 are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied.

35. The averments of paragraph 35 are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied.

36. The averments of paragraph 36 are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied.

37. The averments of paragraph 37 are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied.

38. Admitted.

39. Admitted.

40. Admitted.

41. Denied. For the reasons set forth above, it is denied that the value of the Buick Century was \$3,455.66. The averment that Defendant is liable to Plaintiff for said sum is a legal conclusion to which no responsive pleading is required.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiffs, together with the costs of this action and such other and further relief as the Court deems just and appropriate.

COUNT II - FRAUD

42. The foregoing responses to paragraphs 1 through 41 of the Complaint are incorporated by reference as though fully set forth herein.

43. The averments of paragraph 43 are statements of opinion and contain no factual allegations to which a responsive pleading is required. To the extent that a response would be deemed to be required the same are denied.

44. Admitted.

45. Admitted.

46. Denied. It is denied that George Wasko made any false statement. To the best of Defendant's knowledge and belief, the Buick Century had been taken to auction by the time the contract with Plaintiff had been rescinded on or about July 26, 1999, and was no longer in the possession of any member of George Wasko's family at that time. Due to the minimal value obtainable for said vehicle at auction, Defendant would gladly have returned the vehicle to Plaintiffs if possible.

47. Admitted.

48. The averments of paragraph 48 contain no factual allegations to which a responsive pleading is required.

49. Admitted in part and denied in part. It is admitted only that it was agreed that the Ford Ranger would be returned to Plaintiff. It is denied that it was agreed that the \$8,500.00 would be returned to Plaintiff. To the contrary, and as set forth in Exhibit "B"

to Plaintiff's complaint, the agreement was that Plaintiff would receive \$7,500.00.

Defendant later decided to instead pay Plaintiff \$8,500.00, while under no legal obligation to do so and without receiving any consideration from Plaintiff for the payment of the additional \$1,000.00.

50. Denied. To the contrary, and as set forth in Exhibit "B" to Plaintiffs' complaint, it was agreed that Defendant would keep the 1988 Buick. Defendant is unaware of any offer to provide Plaintiff with the value of the 1988 Buick or a vehicle of equivalent value. If such an offer was made, it was made after July 26, 1999, was made by an employee of Defendant without the knowledge or consent of any of Defendant's owners or officers, and was made without any legal obligation to do so and without receiving any consideration from Plaintiff in exchange.

51. Denied. For the reasons set forth above, it is denied that there was any fraud or any attempt to induce Plaintiffs into any agreement. The parties simply rescinded the sale of the Eddie Bauer vehicle and mutually agreed to a resolution of said contract. The averments of paragraphs 48- 51 of the complaint contain no indication as to how the terms of the agreement set forth in paragraphs 49 and 50 constitute a "second . . . fraudulent misrepresentation". Defendant is therefore unable to answer this allegation. It is also denied that Defendant did anything, fraudulent or otherwise, to deprive Plaintiffs of the Buick Century. To the contrary, Plaintiffs were "deprived" of said vehicle because it was used as a trade-in on the Eddie Bauer vehicle. For the reasons set forth above, it is also again denied that the value of the Buick Century was \$3,455.66.

52. Admitted.

53. Denied. To the best of Defendant's knowledge and belief, at the time Exhibit "B" was entered into there was no agreement with regard to the Buick other than Defendant would keep said vehicle.

54. Defendant does not know whether the statement set forth in paragraph 54 of the complaint was explicitly made to Plaintiff. Defendant can only state that the Ford Ranger would obviously not be returned to Plaintiff unless he agreed to rescind the original contract and return the Eddie Bauer vehicle.

55. The averments of paragraph 55 of the Complaint contain no factual allegations to which a responsive pleading is required.

56. Admitted in part. It is admitted only that Plaintiff did visit Defendant's DuBois location for the purpose stated. Defendant currently has no information as to the frequency or duration of said visits, and therefore cannot admit or deny such allegations.

57. Admitted in part and denied in part. It is admitted only that Plaintiff did not receive a "comparable vehicle". It is denied that the failure to receive such a vehicle was do to any fault on the part of Defendant. To the contrary, Plaintiff repeatedly refused to accept vehicles which were comparable in value to the Buick Century, and refused to accept the sum of \$300.00, which was the amount received for said vehicle when sold at auction.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiffs, together with the costs of this action and such other and further relief as the Court deems just and appropriate.

COUNT III - UNFAIR TRADE PRACTICES ETC.

58. The foregoing responses to paragraphs 1 through 57 of the Complaint are incorporated by reference as though fully set forth herein.

59. After reasonable investigation, Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments of paragraph 59.

60. Defendant has no independent knowledge of repairs made to the Eddie Bauer vehicle by the previous owner. If such repairs were made, they were unknown to Defendant at the time the vehicle was sold to Plaintiff.

61. It is admitted that Defendant did not inform Plaintiffs of any previous damage, because Defendant was not aware of the same.

62. The averments of paragraph 62 are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied for the reasons set forth above.

63. The averments of paragraph 63 are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied for the reasons set forth above.

64. The averments of paragraph 64 are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied for the reasons set forth above.

65. The averments of paragraph 65 are conclusions of law and/or opinions to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied for the reasons set forth above.

66. The averments of paragraph 66 that Defendant violated any Unfair Trade Practices or Consumer Protection Laws, and that Plaintiffs have suffered damages as a

direct and proximate result, are conclusions of law to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied for the reasons set forth above. For the reasons set forth above, it is denied that Defendant "failed to return" the Buick Century, that Defendant had any legal obligation to do so, and that the value of said vehicle was \$3,455.66.

67. The averments of paragraph 67 are conclusions of law and/or opinions to which no responsive pleading is required. To the extent that an answer would be deemed to be required, the same are denied for the reasons set forth above.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiffs, together with the costs of this action and such other and further relief as the Court deems just and appropriate.

NEW MATTER

68. The foregoing responses to the averments of the Complaint are incorporated by reference and realleged as affirmative defenses.

69. As set forth in the Complaint, Plaintiffs and Defendant mutually rescinded the contract for the sale of the Eddie Bauer vehicle on or about July 26, 1999, thereby effecting an accord and satisfaction and creating a new contract involving the exchange of vehicles, cash and other valuable consideration.

70. Plaintiffs are prevented from offering any extrinsic evidence which contradicts, alters, adds to or varies the terms of the July 26, 1999 written agreement by the Parole Evidence Rule.

71. As a result of the transaction set forth in paragraph 69 above, all of the allegations of breach of contract, fraud and other wrong-doing by Defendant prior to July

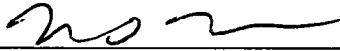
26, 1999 are irrelevant and immaterial and the only issue to be resolved is whether Defendant breached the contract entered into on that date. The Complaint otherwise fails to state a claim upon which relief can be granted.

72. The contract entered into on July 26, 1999, required Defendant to pay Plaintiffs the sum of \$7,500.00.

73. On or about July 27, 1999, while under no legal obligation to do so and without receiving any compensation from Plaintiff in exchange, Defendant voluntarily paid Plaintiffs \$8,500.00, rather than \$7,500.00.

74. In the event that Plaintiffs are entitled to any compensation as a result of the within Complaint, Defendant is entitled to an off-set of \$1,000.00.

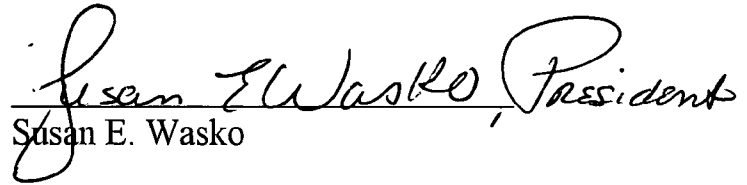
WHEREFORE, Defendant demands that all claims for statutory treble damages be dismissed from the Complaint, and that judgment be entered in its favor and against Plaintiffs, together with costs of this action and such other and further relief as the court deems just and appropriate.



Michael S. Marshall, Esquire
Attorney for Defendant

VERIFICATION

I, SUSAN E. WASKO, verify that the statements made in the foregoing Answer and New Matter are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsifications to authorities.


Susan E. Wasko, President
Susan E. Wasko

FILED

acc

0110:0430/ Atty
JUN 15 2000

William A. Shaw
Prothonotary

6
K2B

AMMERMAN & MARSHALL

Attorneys at Law

310 EAST CHERRY STREET
CLEARFIELD, PA 16830

CERTIFIED COPY

6

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

vs.

SUPER GEORGE, INC., t / d / b / a
WASKO AUTOLAND,
Defendant

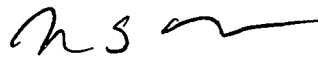
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NO: 00-431-CD

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Answer and New Matter filed in the above case on behalf of Defendant was served upon the following individual on the 15th day of June, 2000, by hand delivery at the following address:

Cynthia B. Stewart, Esquire
Attorney at Law
110 North Second Street
Clearfield, Pennsylvania 16830



Michael S. Marshall, Esquire
Attorney for Defendant

Dated: 6/15/00

FILED

JUN 15 2000

William A. Shaw
Prothonotary

FILED

2cc

9/10:05:38
JUN 15 2000

William A. Shaw
Prothonotary

WAS

Att
y

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

-vs-

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

:
:
: Civil Action
:
: Docket No. 00-431-CD
:
:
:

Type of Pleading:
REPLY TO NEW MATTER

Filed on Behalf of:
PLAINTIFFS: Edward Ebbs and
Annette Ebbs

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

JUL 05 2000
6/23/00
William A. Shaw
Prothonotary

3 sent to Mary

[Handwritten signature]

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

EDWARD EBBS and ANNETTE EBBS,	:	
Plaintiffs	:	
	:	Civil Action
-vs-	:	
	:	Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a	:	
WASKO'S AUTOLAND,	:	
Defendant	:	

REPLY TO NEW MATTER

NOW COMES, the Plaintiffs, EDWARD EBBS and ANNETTE EBBS, by and through their attorney, Cynthia B. Stewart, Esquire, and file the within Reply to Defendant's New Matter as follows:

68. It is denied that the Defendant has sufficiently set forth factual allegations of its alleged affirmative defenses. Statements included in its Answer concerning these matters are denied.

A. Specifically, in paragraph 49, it is denied that the Defendant was under no legal obligation to return the initial cash payment of Plaintiffs to them after agreeing to rescind the contract. While the Defendant agreed to rescind the contract, ultimately, it failed to do so by not returning the Buick Century.

B. Again in paragraph 66 Defendant denies a legal obligation to return the Buick Century, even though the

parties had agreed to rescind the sale as set forth in its Answer to paragraph 51. Although Defendant returned the deposit money, it refused to return the Buick Century. Recognizing the it was not going to return the Buick Century, the Defendant agreed to give them the money for it that was set forth at the time of the sale in order that the Plaintiffs be returned to the status quo. These issues will be set forth more fully in the paragraphs that follow.

69. It is denied that an accord and satisfaction occurred. Defendant relies on July 26, 1999 document, which is Appendix B to the Complaint, as the basis for this allegation. An accord and satisfaction is contractual in nature and the elements of a contract are not present in the July 26, 1999 document, which did not fully integrate the entire agreement of the parties. The July 26, 1999 document should be construed against the Defendant, the drafter. In addition, the Defendant did not in good faith tender the full amount of the claim as agreed upon by the parties, and the document did not contain an integration clause.

70. As paragraph 70 is a legal conclusion, no response is required. To the extent that a response is required, it is denied. The July 26, 1999 document was not a final and complete expression of the agreement between the parties.

71. No response is required because the averments are conclusions of law. To the extent an answer is required, the statements are denied. It is denied that the Complaint fails to state a cause of action. Clearly, the Complaint sets forth that the Defendant agreed to rescind the contract, but failed to return the Plaintiffs to their previous position by not returning the Buick Century. In lieu of that, Defendant should have given the Plaintiffs the value of the vehicle or the money attributed to the vehicle at the time of sale. Therefore, a breach of contract occurred. Further, various incidences of fraud were specifically set forth. Likewise, specific facts were set forth regarding the deceptive practices engaged in by Defendant when dealing with the Plaintiffs at the time of sale and during refund negotiations, which give rise to an action under the Unfair Trade Practices and Consumer Protection Law. Thus, each Count of the Complaint sets forth a cause of action for which relief can, and should, be granted.

72. Admitted with the understanding that payment of \$7,500.00 was not the complete understanding of the parties. The document, which was drafted by the Defendant, does not accurately set forth the agreement of the parties.

73. Denied, legal conclusion. Plaintiffs would point out that the fact that the Defendants returned \$8,500.00 rather than the \$7,500.00 referenced in the July 26, 1999, document is

proof that said document is not the complete agreement of the parties.

74. Denied. Defendant should not be given a credit for payment it promised to make, nor should they be permitted to profit from deceptive and fraudulent practices.

WHEREFORE, Plaintiffs pray for judgment against Defendant in the amount of \$3,455.66, trebled to the amount of \$10,366.98 plus the cost of the proceedings, attorney's fees, and all other general and equitable relief as the Court deems just and proper.

Respectfully submitted

BY: Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs

VERIFICATION

I verify the statements made in this document 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 falsifications to authorities.

July 5, 2000
Date

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs

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

EDWARD EBBS and ANNETTE EBBS,	:	
Plaintiffs	:	
	:	Civil Action
-vs-	:	
	:	Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a	:	
WASKO'S AUTOLAND,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on this 5th day of July, 2000, the undersigned served a true and correct copy of the Reply to New Matter upon counsel for Defendant via U.S. First Class Mail at the following address:

Michael S. Marshall, Esquire
AMMERMAN & MARSHALL
310 East Cherry Street
Clearfield, PA 16830

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

-vs-

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTO LAND
Defendant

Docket No. 00-431-CD

REPLY TO NEW MATTER

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY - AT - LAW
110 NORTH SECOND STREET
P. O. Box 1320
CLEARFIELD, PENNSYLVANIA 16830

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

-vs-

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

:
:
: Civil Action
:
: Docket No. 00-431-CD
:
:

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on behalf of:
PLAINTIFFS: Edward Ebbs and
Annette Ebbs

Counsel of record for
this party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

JUL 10 2000

William A. Shaw
Prothonotary

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

EDWARD EBBS and ANNETTE EBBS,	:	
Plaintiffs	:	
	:	Civil Action
-vs-	:	
	:	Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a	:	
WASKO'S AUTOLAND,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I certify that on the 10th day of July, 2000, the undersigned served the original and two copies of Plaintiffs' SET I INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS in the above-captioned matter upon counsel for Defendant. Such documents were served via United States First Class Mail upon the following:

Michael S. Marshall, Esquire
AMMERMAN & MARSHALL OFFICES
310 East Cherry Street
Clearfield, PA 16830

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

- CIVIL DIVISION -

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

-vs-

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTO LAND,
Defendant

Docket No. 00-431-CD

CERTIFICATE OF SERVICE

01/21/45pm
JUL 13 2000

William L. Koerber, Jr.
Attorney at Law

100-4044

Law Office

WLB

DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

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

EDWARD EBBS and ANNETTE EBBS, :
Plaintiffs :
-vs- : Civil Action
: Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a :
WASKO'S AUTOLAND, :
Defendant :

CERTIFICATE OF SERVICE

I certify that on the 10th day of July, 2000, the undersigned served the original and two copies of Plaintiffs' REQUEST FOR ADMISSIONS in the above-captioned matter upon counsel for Defendant, a copy of which is attached hereto. Such documents were served via United States First Class Mail upon the following:

Michael S. Marshall, Esquire
AMMERMAN & MARSHALL OFFICES
310 East Cherry Street
Clearfield, PA 16830

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs

FILED
JUL 10 2000
William A. Shaw
Prothonotary

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

-vs-

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

:
:
: Civil Action
:
: Docket No. 00-431-CD
:
:
:

Type of Pleading:
REQUEST FOR ADMISSIONS

Filed on behalf of:
PLAINTIFFS: Edward Ebbs and
Annette Ebbs

Counsel of record for
this party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,	:
Plaintiffs	:
	:
-vs-	:
	:
	: Civil Action
	:
	: Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a	:
WASKO'S AUTOLAND,	:
Defendant	:

REQUEST FOR ADMISSIONS

Pursuant to Pa. R.C.P. No. 4014, Plaintiffs, EDWARD EBBS and ANNETTE EBBS, request that Defendant, SUPER GEORGE, INC., t/d/b/a WASKO'S AUTOLAND, provides a written response to the following requests within thirty (30) days of service hereof. These requests shall be read and interpreted in accordance with the following definitions and conditions:

DEFINITIONS AND CONDITIONS

A. The words "you" and "your" mean SUPER GEORGE, INC., t/d/b/a WASKO'S AUTOLAND, your agents, servants, employees or independent contractors.

B. The word "person" includes natural persons, proprietorships, partnerships, firms, corporations, institutions, bodies, joint ventures, estates, trusts, receivers, public corporations, other forms of legal entities, municipal corporations, federal, state and local governments, all departments and agencies thereof, and any other governmental agencies, political subdivisions, groups, associations or organizations, and any other group or combination acting as an entity.

C. The term "communication" means any manner or form of information or message transmission, however produced or reproduced, whether as a document as herein defined or orally or otherwise, which is made, distributed, or circulated between or among persons, or data storage or processing units.

D. If you object to part of a request and refuse to respond to that part, state your objection and respond to the remaining portion of that request. If you object to the scope or time period of a request and refuse to respond for that scope or time period, state your objection and respond to the request for the scope or time period which you believe is appropriate.

E. If any of the requests cannot be responded to in full after exercising due diligence to secure the information, please so state and respond to the extent possible, specifying your inability to respond to the remainder, and provide whatever information you have concerning the request. If your response is qualified in any particular, please set forth the details of such qualification.

F. If, in connection with the response to any request, you contend that any information, otherwise subject to discovery, is covered by either the attorney-client privilege, the so-called "attorney's work-product doctrine", or any other privilege or doctrine, then specify the general subject matter of the information and the basis to support each such objection.

G. Unless otherwise specifically indicated, all requests refer to the complaint or any amendments thereto in this matter.

REQUEST FOR ADMISSIONS

1. Admit that the Plaintiffs' cash payment portion of the purchase price for the Eddie Bauer vehicle on July 19, 1999, was \$8,500.00.

ANSWER:

2. Admit that the amount of money returned to the Plaintiffs by the Defendant or and about late July, 1999, was \$8,500.00.

ANSWER:

3. Admit that George Wasko was the individual who approved the terms of the sale of the Eddie Bauer vehicle to Plaintiff, Edward Ebbs, on July 19, 1999.

ANSWER:

4. Admit that George Wasko personally dealt with the Plaintiffs after July 19, 1999 concerning their dissatisfaction they experienced with the Eddie Bauer vehicle.

ANSWER:

5. Admit that after Plaintiffs returned the Eddie Bauer extended cab pick up truck to the Defendant, George Wasko told Plaintiff, Edward Ebbs, that the truck was junk.

ANSWER:

6. Admit that the Plaintiffs traded in their Buick Century as part of the sale by the Defendant that occurred on July 19, 1999.

ANSWER:

7. Admit that after the July 19, 1999 transaction, Scott Ricotta drove the Buick Century, which had been traded by the Plaintiffs.

ANSWER:

8. Admit that Scott Ricotta drove the Buick Century, which had been traded by the Plaintiffs, on numerous occasions after July 19, 1999.

ANSWER:

9. Admit that Defendant did not sell the Buick Century, which had been traded by the Plaintiffs, before July 26, 1999.

ANSWER:

10. Admit that Defendant could have retrieved the Buick Century, which had been traded by the Plaintiffs, before July 26, 1999.

ANSWER:

11. Admit that at the time of the sale on July 19, 1999, Defendant attributed a value of \$3,455.66 to the Buick Century, which was traded by the Plaintiffs and never returned to them.

ANSWER:

12. Admit that at the time of the sale on July 19, 1999, Defendant had guaranteed the satisfaction of the Plaintiff purchasers.

ANSWER:

Respectfully submitted,

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
PA I.D. No. 82380
Law Offices of Dwight L. Koerber, Jr.
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830
(814) 765-9611
Attorney for Plaintiffs

Date: 7-10-00

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

-VS-

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

Docket No. 00-431-CD

CERTIFICATE OF SERVICE

FILED
JUL 19 4 54 PM
CLEARFIELD COUNTY

William A. Shaw
Prothonotary
JCS to plt.
EBBS

Law Office

DWIGHT L. KOERBER, JR.
ATTORNEY-AT-LAW
110 NORTH SECOND STREET
P. O. BOX 1320
CLEARFIELD, PENNSYLVANIA 16830

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

Vs.
SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

*

*

* Docket No. 00-431-CD

*

*

Type of Pleading:
MOTION FOR REFERENCE TO A
BOARD OF ARBITRATION

Filed on Behalf of:
PLAINTIFFS: Edward Ebbs and
Annette Ebbs

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611

FILED

JAN 08 2001

William A. Shaw
Prothonotary

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

Vs.
SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

*

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* Docket No. 00-431-CD

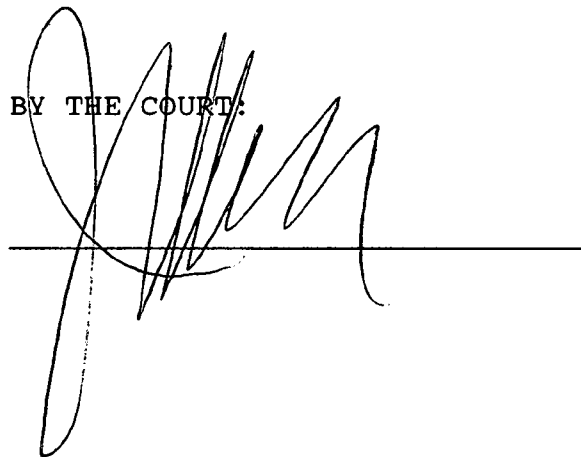
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O R D E R

NOW THIS 9th day of January, 2001, it is the order of
this Court that the above-captioned matter be referred to a Board
of Arbitrators consisting of three members to be selected in
accordance with the Court of Common Pleas of Clearfield County,
46th Judicial District, Commonwealth of Pennsylvania, Rules of
Civil Procedure.

BY THE COURT:

A handwritten signature in black ink, appearing to be 'William A. Shaw', is written over a horizontal line. The signature is stylized with a large loop at the beginning and several vertical strokes.

FILED

JAN 10 2001

William A. Shaw
Prothonotary

FILED

JAN 10 2001

01/08/04/3cc-atty
William A. Shaw
Prothonotary

Korben



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

EDWARD EBBS and ANNETTE EBBS,	*	
Plaintiffs	*	
Vs.	*	Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a	*	
WASKO'S AUTOLAND,	*	
Defendant	*	

**MOTION FOR REFERENCE TO A
BOARD OF ARBITRATION**

COMES NOW, the Plaintiffs, EDWARD EBBS and ANNETTE EBBS, by and through their attorney, Cynthia B. Stewart, Esquire, aver as follows:


1. Plaintiffs, EDWARD EBBS and ANNETTE EBBS, are adult individuals having the residential address of 753 Walnut Avenue, Northern Cambria, Pennsylvania 15714. Plaintiffs are husband and wife.
2. Defendant, SUPER GEORGE, INC., t/d/b/a WASKO'S AUTOLAND, is a corporation, having an address of R. D. 8, Box 76, Brookville, Pennsylvania 15825.
3. On May 1, 2000, a Complaint was filed on behalf of the Plaintiffs and against the Defendant.
4. The claim for relief in the Complaint includes judgment against Defendant in the amount of \$3,455.66, trebled to

attorney's fees, and all other general and equitable relief as the Court deems just and proper.

5. The amount in controversy in this civil matter is less than \$20,000.00, therefore, this matter should be heard and decided by a Board of Arbitrators.

WHEREFORE, the Plaintiffs respectfully request that the Court enter an order referring this matter to a Board of Arbitration.

Respectfully submitted,


Cynthia B. Stewart, Esquire
Attorney for Plaintiffs:
EDWARD EBBS and ANNETTE EBBS

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

*

*

Vs.
SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

* Docket No. 00-431-CD

*

*

CERTIFICATE OF SERVICE

This is to certify that on the 8th day of January,
2001, the undersigned served via U.S. First Class Mail a true and
correct copy of the foregoing **Motion for Reference to a Board of
Arbitration** in the above-captioned matter upon the following:

Michael S. Marshall, Esquire
AMMERMAN & MARSHALL
310 East Cherry Street
Clearfield, PA 16830

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs:
EDWARD EBBS and ANNETTE EBBS

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

EDWARD EBBS and ANNETTE EBBS,
PLAINTIFFS

VS.

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
DEFENDANT

DOCKET NO. 00-431-CD

MOTION FOR REFERENCE TO A
BOARD OF ARBITRATION

FILED

MAY 08 2001

OFFICE
William A. Shaw
Prothonotary

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET

P. O. Box 1320

CLEARFIELD, PENNSYLVANIA 16830



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-~~0000~~ 7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

January 10, 2001

Cynthia B. Stewart, Esquire
Attorney at Law
Post Office Box 1320
Clearfield, PA 16830

Michael S. Marshall, Esquire
Ammerman & Marshall
310 East Cherry Street
Clearfield, PA 16830

RE: EDARD EBBS and ANNETTE EBBS

vs.

SUPER GEOERGE, INC., t/d/b/a WASKO'S AUTOLAND
No. 00-431-CD

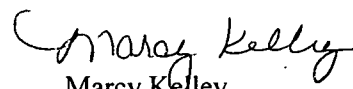
Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held Thursda, March 15, 2001 at 9:00 A.M. The following have been appointed to the Board of Arbitrators:

Richard A. Bell, Esquire
Kim C. Kesner, Esquire
Theron G. Noble, Esquire
Mark A. Falvo, Esquire
Mark S. Weaver, Esquire

If you wish to strike an Arbitrator, you must notify the undersigned within seven (7) days from the date of this letter the name you wish stricken from the list.

Very truly yours,


Marcy Kelley
Deputy Court Adminsitrator

FILED

JAN 26 2001

William A. Shaw
Prothonotary



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET STREET, SUITE 228
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-6089

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

January 26, 2001

Cynthia B. Stewart, Esquire
Attorney at Law
Post Office Box 1320
Clearfield, PA 16830

Michael S. Marshall, Esquire
Ammerman & Marshall
310 East Cherry Street
Clearfield, PA 16830

RE: EDARD EBBS and ANNETTE EBBS

vs.

SUPER GEOERGE, INC., t/d/b/a WASKO'S AUTOLAND
No. 00-431-CD

Dear Counsel:

The above case is scheduled for Arbitration Hearing to be held **Thursda, March 15, 2001 at 9:00 A.M.** The following have been appointed to the Board of Arbitrators:

John A. Ayres, Jr., Esquire, Chairman
Theron G. Noble, Esquire
Mark A. Falvo, 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 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.

Very truly yours,

Marcy Kelley
Deputy Court Administrator

cc: John A. Ayres, Jr., Esquire
Theron G. Noble, Esquire
Mark A. Falvo, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS, *
 Plaintiffs

Vs. * Docket No. 00-431-CD
SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant *

Return of Service

On the 27th day of February, 2001, I, Cynthia B. Stewart served William Hamilton with the foregoing subpoena by United States First Class Mail.

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

Date: February 27, 2001

Cynthia B. Stewart
Cynthia B. Stewart, Esquire

FILED

FEB 27 2001

012301 noc
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY
PENNSYLVANIA

Ed Ebbs; Annette Ebbs

Vs.

No. 2000-00431-CD

Super George, Inc.; Wasko's Autoland

OATH OR AFFIRMATION OF ARBITRATORS

Now, this 15th day of March, 2001, 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.

John A. Ayres, Esq.

Mark A. Falvo, Esq.

Mark S. Weaver, Esq.

John A. Ayres, Jr.
Chairman
Mark A. Falvo
Mark S. Weaver

Sworn to and subscribed before me this
15th day of March, 2001.

William A. Shaw

Prothonotary

FILED Notice to Ashy Stewart & Ashy Marshall
01:50 PM
MAR 15 2001
William A. Shaw
Prothonotary

AWARD OF ARBITRATORS

Now, this 15th day of March, 2001, 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:

*Award in favor of P1 in the amount of
\$2000.00 for the Plaintiff. Costs assessed to Defendant.
No award of Attorney's fees for Plaintiff.*

John A. Ayres, Jr. Chairman
Mark A. Falvo
Mark S. Weaver

(Continue if needed on reverse.)

ENTRY OF AWARD

Now, this 15th day of March, 2001, 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

William A. Shaw

Ed Ebbs
Annette Ebbs

: IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Vs.

: No. 2000-00431-CD

:

Super George, Inc. Wasko's Autoland

NOTICE OF AWARD

TO:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 15, 2001 and have awarded:

Award in the amount of \$2,000.00 for the Plaintiff. Costs assessed to Defendant. No award of Attorney's fees for Plaintiff.

William A. Shaw

Prothonotary

By _____

March 15, 2001

Date

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

Ed Ebbs
Annette Ebbs

:

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Vs.

:

No. 2000-00431-CD

:

Super George, Inc. Wasko's Autoland

NOTICE OF AWARD

TO:

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 15, 2001 and have awarded:

Award in the amount of \$2,000.00 for the Plaintiff. Costs assessed to Defendant. No award of Attorney's fees for Plaintiff.

William A. Shaw_____

Prothonotary

By _____

March 15, 2001

Date

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

Law Office

DWIGHT L. KOERBER, JR.

ATTORNEY-AT-LAW

110 NORTH SECOND STREET

P. O. Box 1320

CLEVELAND PENNSYLVANIA 14430

CERTIFIED COPY

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

**EDWARD EBBS and ANNETTE EBBS,
Plaintiffs**

vs.

**SUPER GEORGE, INC.
t/d/b/a WASKO'S AUTOLAND
Defendant**

*

*

*

*

*

Docket No. 2000-00431-CD

**Type of Pleading:
PRAECIPE TO ENTER
JUDGMENT**

**Filed on behalf of:
PLAINTIFFS: Edward Ebbs
and Annette Ebbs**

**Counsel of record for
this party:**

**LAW OFFICES OF
DWIGHT L. KOERBER, JR.**

**Cynthia B. Stewart, Esquire
PA I.D. No. 82380**

**110 North Second Street
P. O. Box 1320
Clearfield, PA 16830
(814) 765-9611**

FILED

MAY 22 2001

**William A. Shaw
Prothonotary**

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

**EDWARD EBBS and ANNETTE EBBS,
Plaintiffs**

vs.

**SUPER GEORGE, INC.
t/d/b/a WASKO'S AUTOLAND
Defendant**

*

*

*

*

*

Docket No. 2000-00431-CD

PRAECIPE TO ENTER JUDGMENT

TO THE PROTHONOTARY:

Pursuant to the provisions of the Pennsylvania Rules of Civil Procedure, please enter judgment in favor of the Plaintiffs and against the Defendant, Super George, Inc. t/d/b/a Wasko's Autoland, R. D. 8, Box 76, Brookville, PA 15825, in the amount of \$2,000.00 plus costs, as more fully identified by the Notice of Award dated March 15, 2001, attached hereto.

Respectfully submitted,

By: Cynthia B. Stewart
**Cynthia B. Stewart, Esquire
Attorney for Plaintiffs,
Edward Ebbs and Annette Ebbs**

DATE: May 22, 2001

Ed Ebbs
Annette Ebbs

: IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY

Vs.

: No. 2000-00431-CD
:

Super George, Inc. Wasko's Autoland

NOTICE OF AWARD

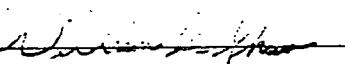
TO: Cynthia B. Stewart, Esq.

You are herewith notified that the Arbitrators appointed in the above case have filed their award in this office on March 15, 2001 and have awarded:

Award in the amount of \$2,000.00 for the Plaintiff. Costs assessed to Defendant. No award of Attorney's fees for Plaintiff.

William A. Shaw

Prothonotary

By 

March 15, 2001

Date

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

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

**EDWARD EBBS and ANNETTE EBBS,
Plaintiffs**

vs.

**SUPER GEORGE, INC.
t/d/b/a WASKO'S AUTOLAND
Defendant**

*

*

* Docket No. 2000-00431-CD

*

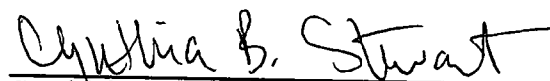
*

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of May, 2001, a copy of the foregoing Praecipe has been served by U.S. First Class Mail upon counsel for Defendant, Michael S. Marshall, Esquire, as set forth below:

**Michael S. Marshall, Esquire
AMMERMAN & MARSHALL
310 East Cherry Street
Clearfield, PA 16830**

Respectfully submitted:


**Cynthia B. Stewart, Esquire
Attorney for Plaintiffs:
Edward Ebbs and Annette Ebbs**

FILED

MAR 13 2007

William A. Shaw
Prothonotary

Atty Stewart pd 20.00
Statement
to Atty Stewart
ICC Susan Wasto for
Super George Hildola
Wastos Husband
1 CC Atty Marshall
Notices to Wasto &
Marshall

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

STATEMENT OF JUDGMENT

EDWARD EBBS and ANNETTE EBBS
Plaintiffs

vs.

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND
Defendant

No. 2000-00431-CD

Real Debt \$2,000.00

Atty's Comm _____

Costs _____

Int. From _____

Entry \$20.00

Instrument Arbitration
Award

Date of Entry May 22, 2001

Expires May 22, 2006

Certified from the record this 22nd day of May, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Cynthia B. Stewart, Esquire
Attorney for Plaintiffs:
Edward Ebbs and Annette Ebbs

COPY

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

vs.

SUPER GEORGE, INC.
t/d/b/a WASKO'S AUTOLAND
Defendant

*

*

* Docket No. 2000-00431-CD

*

*

NOTICE is given that a JUDGMENT in the above-captioned matter has
been entered against you in the amount of \$2,000.00 plus costs on
the 22nd day of May, 2001.

CLEARFIELD COUNTY PROTHONOTARY

By: _____

No. 2324618

MV-4ST (8/98)				TAX/FEES		1ST ASSIGNMENT	2ND ASSIGNMENT
A. VEHICLE PURCHASED	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)		MAKE OF VEHICLE	MODEL YEAR	PURCHASE PRICE (See note on reverse)	21900.00	
	VEHICLE IDENTIFICATION NUMBER		CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		LESS TRADE-IN	13955.66	
B. SELLER	LAST NAME (OR FULL BUSINESS NAME) FIRST NAME MIDDLE INITIAL WASKO AUTOLAND OF DUBOIS				TAXABLE AMOUNT	7944.34	
	CO-SELLER				1. Sales Tax Due x 6% (06) or x 7% (07) (See note on reverse).	475.05	
C. 1ST ASSIGNMENT	LAST NAME (OR FULL BUSINESS NAME) FIRST NAME MIDDLE INITIAL Ebbs, Edward J.		DATE ACQUIRED/ PURCHASED 07-19-99		1A Exemption Reason Code (must be a number from 1 to 23 or 0)		
	CO-PURCHASER Annette Ebbs				1B First Assignment		1B Second Assignment
	STREET 753 Walnut St		COUNTY CODE BARNESBORO		2. Title Fee	22.50	
	CITY CAMBRIA		STATE PA	ZIP CODE 15714	3. Lien Fee	5.00	
D. 2ND ASSIGNMENT	LAST NAME (OR FULL BUSINESS NAME) FIRST NAME MIDDLE INITIAL		DATE ACQUIRED/ PURCHASED		4. Registration or Processing Fee		
	CO-PURCHASER				Fee Exempt Number as assigned by the Bureau (See note on reverse)		
	STREET		COUNTY CODE		5. Duplicate Reg. Fee No. of Cards		
	CITY		STATE	ZIP CODE	6. Transfer Fee	6.00	
E. VEHICLE TRADED	MAKE OF VEHICLE FORD TRUCK		VEHICLE IDENTIFICATION NUMBER 1FTCR15U5STA19486		7. Increase Fee		
	MODEL YEAR 1995	BODY TYPE (CP, TK, ETC.) PKP STYLE SUPERCOB	CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		8. Replacement Fee		
F. APPLICATION FOR REGISTRATION	ORIGINAL PLATE <input checked="" type="checkbox"/> Check One		<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE		TOTAL FMD (Add 1 thru 8)	510.16	10.
	<input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF INSURANCE MUST BE ATTACHED.)		<input type="checkbox"/> TRANSFER & RENEWAL OF PLATE		11. GRAND TOTAL (Add 9 & 10)		510.16
	<input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU		<input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE		9.		
	<input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT		<input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER		10.		
	PLATE NO. <u>ZE0-9440</u>		REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> DEFACED <input type="checkbox"/> STOLEN		Send One Check in This Amount		
	EXPIRES <u>02-29-00</u> Month Year		<input type="checkbox"/> NEVER RECEIVED (LOST IN MAIL) NOTE: If "NEVER RECEIVED" block is checked, applicant must complete form MV-44.				
	TRANSFERRED FROM TITLE NO. <u>49107352001</u>		VIN <u>1FTCR15U5STA19486</u>				
	TEMP. PLATE NO.		SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT) SIGN HERE		RELATIONSHIP TO APPLICANT		
	VEHICLE PURCHASED WEIGHT INFO (IF APPLICABLE) <input checked="" type="checkbox"/> GVWR		UNLADEN WEIGHT	REQ. REG. GROSS WT. INCLUDING LOAD	REQ. REG. GROSS COMB. WT. (IF APPLICABLE)		
	INSURANCE COMPANY NAME Allstate		POLICY NO. (OR ATTACH SENDER) <u>052117398030</u>		POLICY EFFECTIVE DATE <u>09/01/99</u> POLICY EXPIRATION DATE <u>03/01/00</u>		
G. CERTIFICATION	ISSUING AGENT INFORMATION		I CERTIFY THAT ON MONTH <u>07</u> DAY <u>19</u> YEAR <u>99</u> I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.		ISSUING AGENT (PRINT NAME) WASKO AUTOLAND OF DUBOIS		AGENT NO. 18683SU
	1ST ASSIGNMENT Signature of First Purchaser or Authorized Signer Signature of Co-Purchaser (If of Authorized Signer)		TELEPHONE NUMBER ()		Signature of Seller Signature of Co-Seller		
H. ADDITIONAL INFORMATION	2ND ASSIGNMENT Signature of Second Purchaser or Authorized Signer Signature of Co-Purchaser/Title of Authorized Signer		TELEPHONE NUMBER ()		Signature of Seller Signature of Co-Seller		
	NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest passes to surviving owner.)						
NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.							

If your registration documents are not received within 60 days, please contact PennDOT

MESSENGER NUMBER:

EXHIBIT

1

EXHIBIT

2

PURCHASE ORDER FOR				NAME	DATE
<input type="checkbox"/> NEW or <input type="checkbox"/> USED	<input type="checkbox"/> DEMO	<input type="checkbox"/> CAR	<input type="checkbox"/> TRUCK	TITLE BRAND	
TR MAKE	MODEL	TYPE			
YEAR	ITEM	RELEASE			
STOCK NO.	SALESMAN	TO BE DELIVERED ON OR ABOUT			
TRADE IF APPLICABLE			PRICE OF VEHICLE		
TR MAKE	MODEL	TYPE	MILES ODOMETER		
COLOR	ITEM	RELEASE			
TITLE NO.	PLATE NO.	EXP. DATE			
OWNER	LOAN #	PHONE			
ADDRESS	APPROX. BORN	VERIFIED BY			
AMOUNT	CHECK/ CASH	VERIFIED BY			
INSURANCE INFORMATION			EXTENDED WARRANTY TYPE		
NAME OF AGENT	PHONE		MONTHS		
ADDRESS			MILES		
POLICY NUMBER	CASH/ CASH/ CREDIT		Cash Price of Vehicle & Accessories		
INSURANCE CO.	<input type="checkbox"/> COPY ATTACHED		Sales Tax		
EXPIRATION DATE	EXPI. DATE	VERIFIED BY	REGISTRATION		
WARRANTY INFORMATION			TITLE		
FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this			TRANSFER		
vehicle. The seller hereby expressly disclaims all warranties, either expressed or implied including any			ENCUMBRANCE		
expressed warranty of merchantability or fitness for a particular purpose, and the seller neither warrants nor			22,500 0.00		
authorizes any other person to assume for it any liability in connection with the sale of this vehicle.			5.00		
<input type="checkbox"/> USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.			Documentary Fee		
<input type="checkbox"/> AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser			Messenger Fee		
will bear the entire expense of repairing or correcting any defect that presently exists or that may occur in			Notary Fee		
the vehicle.			Total Price		
PURCHASER'S SIGNATURE			Trade-In		
USED CAR CONTRACTUAL DISCLOSURE STATEMENT			Less Payoff		
THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE			Net Trade In		
WINDOW FORM OVERRIDES ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE.			Deposit		
If you cancel this purchase agreement or refuse to take delivery of the vehicle			Cash on Delivery		
ordered, except as permitted by law, you shall, at our option, forfeit as damages			Total Down Payment		
the amount of \$			Unpaid Balance of Total Price		
PURCHASER'S SIGNATURE					
Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any					
prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered					
hereby. This order shall not become binding until accepted by the dealer or his authorized representative. You, the buyer, may cancel this contract and receive a full					
refund any time before receipt of a copy of this contract signed by an authorized dealer representative by giving written notice of cancellation to the dealer.					
Purchaser by his execution of this order acknowledges that he has read its terms and conditions and has received a true copy of this order.					
PURCHASER'S SIGNATURE			ACCEPTED BY		
DATE			DATE		

Wasko's autoland
Rts 119 and 322
Dubois Pa
(814)-375-7488

Wasko,s autoland and Mr. Edward Ebbs have agreed to exchange the 1996 Ford F150 Eddie Bauer extended cab truck that he purchased on 7-19-1999 at the above location for his 1995 Ford Ranger Extended cab. The amount owed to Mr. Ebbs is \$7500.00 for this exchange. This includes a full servicing on the Ranger and a full detail. The title for the 1995 Ford Ranger therefore will still be registered to Mr. Ebbs since transaction was not registered thru the state as of todays date. The transaction is being done with Mr. Ebbs complete satisfaction and of his knowledge and consent for Wasko's Autoland to keep his 1988 Buick Century.

Customer signature

Michael J Seybert
Sales associate

Nancy Mckee
General Manager

Sue Wasko
President

07-26-1999

EXHIBIT

3

Calls for 814-375-7937

August 13, 1999

Your local calling usage for this line was \$14.29
 Your local calling allowance for this line is \$.00

Continued

© Bell Atlantic

Page 68 of 95
 814 375-7488-354 87Y

Calls for 814-375-7938

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Jul 20	8:57AM	Day	To HAZEN	PA 814-328-5139	0.4	.06	A
2	Jul 20	1:52PM	Day	To HAWTHORN	PA 814-365-5455	0.4	.06	A
3	Jul 20	4:50PM	Day	To BROOKVILLE	PA 814-849-0501	0.1	.06	A
4	Jul 20	7:44PM	Evening	To BROOKVILLE	PA 814-849-2434	2.1	.25	A
5	Jul 21	5:07PM	Evening	To BROOKVILLE	PA 814-849-2434	0.3	.06	A
6	Jul 22	2:37PM	Day	To CLARION	PA 814-226-4000	2.6	.31	A
7	Jul 22	5:51PM	Evening	To CLARION	PA 814-227-8490	0.5	.06	A
8	Jul 22	5:54PM	Evening	To BROOKVILLE	PA 814-849-3395	1.5	.18	A
9	Jul 22	6:51PM	Evening	To BROOKVILLE	PA 814-849-8182	2.7	.32	A
10	Jul 23	9:33AM	Day	To BARNESBORO	PA 814-948-4700	0.1	.06	A
11	Jul 23	1:47PM	Day	To BROOKVILLE	PA 814-849-5410	4.4	.53	A
12	Jul 23	2:29PM	Day	To BROOKVILLE	PA 814-849-5410	3.5	.42	A
13	Jul 23	5:41PM	Evening	To BROOKVILLE	PA 814-849-2434	0.1	.06	A
14	Jul 24	12:59PM	Nite/wknd	To HAWTHORN	PA 814-365-5646	4.5	.54	A
15	Jul 24	3:40PM	Nite/wknd	To BROOKVILLE	PA 814-849-7672	2.8	.34	A
16	Jul 26	10:16AM	Day	To PUNXSUTWNY	PA 814-938-5223	3.5	.42	A

Continued

EXHIBIT

T-1000

4

Calls for 814-375-7661

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 9	9:05AM	Day	To ALTOONA	PA 814-946-9133	1.0	.12	A
2	Aug 9	10:07AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.1	.06	A
3	Aug 9	10:10AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.6	.07	A
4	Aug 9	10:36AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.7	.08	A
5	Aug 9	10:37AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.9	.11	A
6	Aug 9	12:47PM	Day	To ALTOONA	PA 814-946-9133	1.4	.17	A
7	Aug 9	12:54PM	Day	To ALTOONA	PA 814-946-9133	1.1	.13	A
8	Aug 9	4:07PM	Day	To PUNXSUTWNY	PA 814-938-0822	1.0	.12	A
9	Aug 10	12:07PM	Day	To BROOKVILLE	PA 814-849-1955	2.6	.31	A
10	Aug 12	9:55AM	Day	To BROOKVILLE	PA 814-849-1955	0.8	.10	A
11	Aug 13	10:39AM	Day	To ALTOONA	PA 814-946-9133	0.9	.11	A
12	Aug 13	1:28PM	Day	To ALTOONA	PA 814-946-9133	1.0	.12	A
13	Aug 13	4:18PM	Day	To ALTOONA	PA 814-946-9133	0.9	.11	A
14	Aug 13	4:48PM	Day	To ALTOONA	PA 814-946-9133	0.9	.11	A
15	Aug 13	5:42PM	Evening	To ALTOONA	PA 814-946-9133	0.8	.10	A
16	Aug 13	7:44PM	Evening	To ALTOONA	PA 814-946-9133	0.7	.08	A

Continued

@Bell Atlantic

Page 64 of 95
814 375-7488-354 87Y

Calls for 814-375-7932

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Jul 19	5:10PM	Evening	To BROOKVILLE	PA 814-849-0591	2.0	.24	A
2	Jul 26	3:02PM	Day	To CHERRYTREE	PA 814-743-6287	2.5	.30	A
3	Jul 26	7:58PM	Evening	To BARNESBORO	PA 814-948-4700	3.5	.42	A
4	Jul 29	10:48AM	Day	To HAWTHORN	PA 814-365-2335	0.2	.06	A
5	Jul 29	11:16AM	Day	To ST MARYS	PA 814-834-7234	7.6	.91	A
6	Jul 30	12:57PM	Day	To BROOKVILLE	PA 814-849-2434	0.1	.06	A
7	Aug 9	4:19PM	Day	To BROOKVILLE	PA 814-849-5410	14.3	1.72	A
8	Aug 9	5:30PM	Evening	To BROOKVILLE	PA 814-849-8922	3.1	.37	A
9	Aug 10	7:09PM	Evening	To HAWTHORN	PA 814-365-5646	0.5	.06	A

T=Tax and or surcharge rate applied: A=9.00%

Six Second Toll Rating

Your local calling usage for this line was \$.56
Your local calling allowance for this line is \$.00

Continued



Calls for 814-375-7646

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 2	10:10AM	Day	To BROOKVILLE PA	814-849-5410	1.9	.23	A
2	Aug 2	1:29PM	Day	To CLARION PA	814-226-7440	4.4	.53	A
3	Aug 2	3:28PM	Day	To BROOKVILLE PA	814-849-2434	2.4	.29	A
4	Aug 2	3:58PM	Day/eve	To CLARION PA	814-226-4950	3.3	.40	A
5	Aug 2	7:27PM	Evening	To SUMMERVL PA	814-856-2959	3.0	.36	A
6	Aug 3	9:50AM	Day	To BROOKVILLE PA	814-849-5410	0.1	.06	A
7	Aug 3	10:53AM	Day	To HOUTZDALE PA	814-378-7488	0.1	.06	A
8	Aug 3	5:22PM	Evening	To BROOKVILLE PA	814-849-2434	0.3	.06	A
9	Aug 3	5:40PM	Evening	To FRENCHVL PA	814-263-4134	1.0	.12	A
10	Aug 3	7:11PM	Evening	To BROOKVILLE PA	814-849-5410	1.1	.13	A
11	Aug 3	7:32PM	Evening	To BROOKVILLE PA	814-849-2434	0.1	.06	A
12	Aug 3	7:40PM	Evening	To BROOKVILLE PA	814-849-2434	1.0	.12	A
13	Aug 3	7:48PM	Evening	To BROOKVILLE PA	814-849-4670	2.4	.29	A
14	Aug 4	11:29AM	Day	To CLEARFIELD PA	814-765-4108	0.5	.06	A
15	Aug 4	12:44PM	Day	To ST MARYS PA	814-834-0023	11.0	1.32	A
16	Aug 4	1:57PM	Day	To HAWTHORN PA	814-365-5646	0.4	.06	A

Continued



Calls for 814-375-7646

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 5	6:46PM	Evening	To BROOKVILLE PA	814-849-7883	0.2	.06	A
2	Aug 5	6:48PM	Evening	To BROOKVILLE PA	814-849-8922	7.3	.88	A
3	Aug 6	9:12AM	Day	To BROOKVILLE PA	814-849-2277	0.6	.07	A
4	Aug 6	9:35AM	Day	To BROOKVILLE PA	814-849-2277	3.1	.37	A
5	Aug 6	10:29AM	Day	To BROOKVILLE PA	814-849-5410	11.2	1.34	A
6	Aug 6	4:20PM	Day	To BROOKVILLE PA	814-849-5410	1.9	.23	A
7	Aug 6	4:44PM	Day	To BROOKVILLE PA	814-849-2434	0.7	.08	A
8	Aug 6	4:47PM	Day	To BROOKVILLE PA	814-849-2434	1.8	.22	A
9	Aug 7	12:00PM	Nite/wknd	To BARNESBORO PA	814-948-4700	0.5	.06	A
10	Aug 7	12:08PM	Nite/wknd	To BROOKVILLE PA	814-849-0571	0.6	.07	A
11	Aug 7	12:23PM	Nite/wknd	To CLEARFIELD PA	814-765-4108	0.7	.08	A
12	Aug 7	5:07PM	Nite/wknd	To CLARION PA	814-226-4950	1.1	.13	A
13	Aug 9	9:19AM	Day	To BROOKVILLE PA	814-849-3014	0.5	.06	A
14	Aug 9	10:06AM	Day	To BROOKVILLE PA	814-849-3395	0.3	.06	A
15	Aug 9	11:44AM	Day	To CLARION PA	814-226-4950	0.8	.10	A
16	Aug 9	2:34PM	Day	To BROOKVILLE PA	814-849-5410	1.5	.18	A

Continued

Calls for 814-375-7938

September 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost T
1	Aug 23	1:20PM	Day	To CLARION	PA 814-226-5053	1.3	.16 A
2	Aug 23	1:23PM	Day	To ALTOONA	PA 814-946-9130	1.7	.20 A
3	Aug 23	7:32PM	Evening	To BROOKVILLE	PA 814-849-3059	4.0	.48 A
4	Aug 24	1:43PM	Day	To BARNESBORO	PA 814-948-4700	0.7	.08 A
5	Aug 24	2:50PM	Day	To PUNXSUTWNY	PA 814-939-3740	0.7	.08 A
6	Aug 24	3:12PM	Day	To BROOKVILLE	PA 814-849-5410	0.4	.06 A
7	Aug 24	3:13PM	Day	To BROOKVILLE	PA 814-849-5410	0.8	.10 A
8	Aug 24	4:02PM	Day	To ALTOONA	PA 814-946-9130	2.4	.29 A
9	Aug 25	11:27AM	Day	To BROOKVILLE	PA 814-849-2277	1.3	.16 A
10	Aug 25	1:11PM	Day	To HAZEN	PA 814-328-2222	6.2	.74 A
11	Aug 26	10:48AM	Day	To BROOKVILLE	PA 814-849-0501	0.4	.06 A
12	Aug 26	2:32PM	Day	To ST MARYS	PA 814-781-3880	10.6	1.27 A
13	Aug 27	9:53AM	Day	To JOHNSONBO	PA 814-965-3146	0.8	.10 A
14	Aug 27	4:36PM	Day	To BROOKVILLE	PA 814-849-2434	0.3	.06 A
15	Aug 27	5:51PM	Evening	To CENTREHALL	PA 814-364-9871	5.2	.62 A
16	Aug 27	7:32PM	Evening	To CLARION	PA 814-226-4950	0.1	.06 A

Continued

Calls for 814-375-5679

September 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost T
1	Aug 24	9:58AM	Day	To BROOKVILLE PA	814-849-5410	4.5	.54 A
2	Aug 24	10:31AM	Day	To BROOKVILLE PA	814-849-2277	0.7	.08 A
3	Aug 24	10:39AM	Day	To ALTOONA PA	814-946-9130	3.5	.42 A
4	Aug 24	12:42PM	Day	To BROOKVILLE PA	814-849-2277	3.2	.38 A
5	Aug 24	1:04PM	Day	To BROOKVILLE PA	814-849-2277	4.6	.55 A
6	Aug 24	1:51PM	Day	To BROOKVILLE PA	814-849-2277	1.6	.19 A
7	Aug 24	2:05PM	Day	To BROOKVILLE PA	814-849-2277	1.0	.12 A
8	Aug 24	2:38PM	Day	To BROOKVILLE PA	814-849-5410	0.7	.08 A
9	Aug 24	2:49PM	Day	To BROOKVILLE PA	814-849-5410	1.0	.12 A
10	Aug 24	3:08PM	Day	To BROOKVILLE PA	814-849-2277	3.8	.46 A
11	Aug 24	3:12PM	Day	To BROOKVILLE PA	814-849-2277	2.7	.32 A
12	Aug 24	4:05PM	Day	To BROOKVILLE PA	814-849-5410	0.5	.06 A
13	Aug 24	5:26PM	Evening	To CLARION PA	814-229-2050	0.5	.06 A
14	Aug 24	6:23PM	Evening	To PUNXSUTWNY PA	814-939-3740	0.2	.06 A
15	Aug 25	9:53AM	Day	To HAZEN PA	814-328-2027	1.5	.18 A
16	Aug 25	10:20AM	Day	To BROOKVILLE PA	814-849-2379	1.4	.17 A

Continued



 Page 35 of 101
 814 375-7488-354 87Y

Calls for 814-375-5679

September 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost T
1	Aug 26	3:40PM	Day	To CURWENSVL PA	814-236-3078	3.7	.44 A
2	Aug 26	3:46PM	Day	To ST MARYS PA	814-781-3880	0.8	.10 A
3	Aug 26	4:09PM	Day	To BROOKVILLE PA	814-849-2277	3.2	.38 A
4	Aug 26	5:22PM	Evening	To PUNXSUTWNY PA	814-938-7447	1.9	.23 A
5	Aug 26	5:41PM	Evening	To BROOKVILLE PA	814-849-3437	2.9	.35 A
6	Aug 26	6:19PM	Evening	To BIG RUN PA	814-427-5266	3.8	.46 A
7	Aug 26	6:36PM	Evening	To BIG RUN PA	814-427-5266	3.4	.41 A
8	Aug 26	6:46PM	Evening	To BIG RUN PA	814-427-5266	3.6	.43 A
9	Aug 26	6:54PM	Evening	To CLARION PA	814-226-4950	0.5	.06 A
10	Aug 26	7:04PM	Evening	To BIG RUN PA	814-427-5266	4.6	.55 A
11	Aug 26	7:10PM	Evening	To BROOKVILLE PA	814-849-4670	1.2	.14 A
12	Aug 26	7:45PM	Evening	To BIG RUN PA	814-427-5266	0.7	.08 A
13	Aug 27	9:50AM	Day	To BROOKVILLE PA	814-849-3395	3.2	.38 A
14	Aug 27	10:02AM	Day	To MAHAFFEY PA	814-277-5551	0.6	.07 A
15	Aug 27	10:40AM	Day	To CLARION PA	814-226-4950	0.1	.06 A
16	Aug 27	12:06PM	Day	To BARNESBORO PA	814-948-4700	0.6	.07 A

Continued

RO # 307

5.8 V8

Super George, Inc.
DBA Wasco's Autoland
RD #1 Box 367A
DuBois, PA 16801

AUTO REPAIR ORDER

NAME Edward Ebbs
ADDRESS 753 Walnut St
CITY, STATE Barnesboro PA 15714

QUANTITY	PART NO	NAME OF PART	PRICE	CUSTOMER'S INFORMATION			
2	54020	Bush Rotors	147.30	DATE	CUSTOMER'S ORDER NO.	WHEN PROMISED	PHONE
				7/23/99	NO 367	7/23/99	
				VEH. MAKE • MODEL	YEAR	NO. ENGINE	NO. MOTOR
				95 FORD F150	95	5.8	19486
				LICENSE NO.	OCOMETER	WRITTEN BY	
				2E0-91440	46999	TRACY	
				<input type="checkbox"/> LUBE <input type="checkbox"/> OIL CHANGE <input type="checkbox"/> FLUSH TRAN. <input type="checkbox"/> FLUSH OIL <input type="checkbox"/> WASH <input type="checkbox"/> POLISH			
				✓ FRONT ROTORS Pulser (2nd)			
				✓ RAR FRONT Rotors			
				✓ BRIDES HOLD DOWN			
				✓ ROLLER HOLD DOWN RAMP (3)			
				✓ RKE LEFT RAMP W.C. WAMP ASSEY			
				AND REWIRE			
				✓ INSTALL SCREW IN AUG SHIELD (3)			
				✓ CHECK REAR DRUMS (OK) (5)			
				✓ RKE SCREW DRUMS (OK) (5)			
				✓ WILL TRY TO LOCATE ONE (5)			
				GAS, OIL & GREASE	ACCESSORIES	LABOR ONLY	
						114.80	
				GALS. GAS		PARTS	147.30
				QTS. OIL		ACCESSORIES	
				LBS GREASE		GAS, OIL & GREASE	
				TOTAL GAS		MISC. MERCHANDISE	
				OIL & GREASE		SUBLET REPAIRS	
				<input type="checkbox"/> RETAIN PARTS		TOTAL ACCESSORIES	
				<input type="checkbox"/> DESTROY PARTS		TAX	
				AUTHORIZED BY			TOTAL
							262.10

MECHANICS RECOMMENDATIONS

ESTIMATE AMOUNT • PARTS & LABOR

1. I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES AND AGENTS THE RIGHT TO USE MY VEHICLE FOR THE PURPOSE OF THE ABOVE REPAIRS. I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN 24 HOURS OF THE DATE SHOWN. I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED.

2. I HAVE APPROVED THIS ORDER, BUT I DO NOT AGREE TO ANY OTHER TERMS OR CONDITIONS.

3. I DO NOT AGREE TO ANY OTHER TERMS OR CONDITIONS.

AUTO REPAIR ORDER

EXHIBIT 5

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Edward J. Ebbs Annette Ebbs, state that the odometer
(transferor's name - PRINT)

(of the vehicle described below) now reads 48000 (no tenths) miles
and to the best of my knowledge that it reflects the actual mileage of the vehicle described
below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the
amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING -
ODOMETER DISCREPANCY.

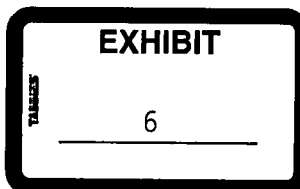
MAKE FORD TRUCK	BODY TYPE PKP STYLE SUPERCABRANGER	MODEL
VEHICLE ID-NUMBER 1FTCR15U5STA19486		STOCK NUMBER
COLOR	TRIM	YEAR 1995

TRANSFEROR'S PRINTED NAME (SELLER)		
Edward J. Ebbs Annette Ebbs		
TRANSFEROR'S STREET ADDRESS		
753 Walnut St		
CITY	STATE	ZIP CODE
BARNESBORO, PA	15714	
DATE OF STATEMENT	TRANSFEROR'S SIGNATURE (SELLER)	
07-19-99	X <i>[Signature]</i>	
	X <i>[Signature]</i>	
	PRINTED NAME OF PERSON SIGNING	

TRANSFeree'S PRINTED NAME (BUYER)		
WASKO AUTOLAND OF DUBOIS		
STREET ADDRESS		
RT'S 119 & 322		
CITY	STATE	ZIP CODE
Du Bois, Pa	15801	
RECEIPT OF COPY ACKNOWLEDGED		
TRANSFeree'S SIGNATURE - BUYER		DATE
X <i>[Signature]</i>		
PRINTED NAME OF PERSON SIGNING		DATE

WHITE - TRANSFEROR'S COPY

YELLOW - TRANSFeree'S COPY



EXHIBIT

7

ATTORNEY'S FEES & COSTS⁴

<u>Month</u>	<u>Hours</u>	<u>Amount⁵</u>
April 2000 ⁶	12 3/4	\$ 679.22
May 2000	4	\$ 321.30
June 2000	5 1/2	\$ 425.57
July 2000	1 1/4	\$ 129.08
August 2000	1/4	\$ 21.10
September 2000	3/4	\$ 64.54
October 2000	1 1/4	\$ 95.54
November 2000	1 3/4	\$ 199.95
February 2001	4 1/4	\$ 341.05
March 2001	4 3/4	\$ 359.50
Hearing & Preparation (projected)	8	\$ 600.00
TOTAL:		\$3,236.85

44 1/2 hours @ \$75.00 = \$3,337.50
Amount Charged: \$3,236.85

⁴A summary of attorney's fees and costs is provided herein. All of the detailed billing records were not provided due to client privilege. The records that support this summary are available for review upon request, at which time certain information may be redacted.

⁵This amount includes legal services as well as out-of-pocket costs.

⁶For the month of April, a courtesy reduction was given.

WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS
CLEARFIELD COUNTY COURTHOUSE
P.O. BOX 549
CLEARFIELD, PA 16830
(814) 765-2641. EXT. 1330

№ 36722 - A

DATE April 11, 2000

RECEIVED OF

Cynthia Stewart, Esq.

ATTORNEY

CASE #

00-431-00

Ed - Annette Ebbs

vs.

Wacker Auto Land

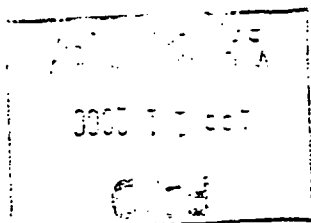
QUANTITY

DESCRIPTION

AMOUNT

\$ 80.00

D. J. Appeal



TOTAL \$

80.00

CASH

M/O

CHECK #

697

THE ABOVE MENTIONED INSTRUMENTS ARE RECEIVED SUBJECT TO THE PROVISIONS OF ACT OF ASSEMBLY
REQUIRING PAYMENT OF FEES IN ADVANCE. NO REFUNDS ON OVERPAYMENT OF \$5.00 OR LESS.

EDWARD J. EBBS 7-91
753 WALNUT AVE. PH. 814-948-4700
BARNESBORO, PA 15714

60-7160/2313
3056001316

697

DATE 4/11/50

PAY TO THE
ORDER OF

Clearfield Court Prisoners' Club \$80.00
Eighty dollars only

DOLLARS



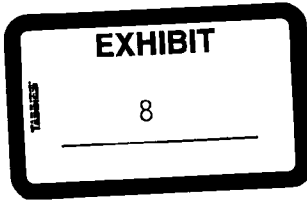
CG RAILROAD AVE. BUTTER, PA 15706

MEMO

Wing fee & make

Edward J. Ebbs

1:23137160513 056001316 0697



WASKO MOTORS
R.D. #3, Box 69B (814) 849-5393
BROOKVILLE, PENNSYLVANIA 15825

51971
RECEIPT NO



RECEIVED OF Annette EBB'S DATE July 20 1999

\$ 8,500

ck # 502801

DETAIL	ACCOUNT	NOTE	HOW PAID
AMOUNT DUE		8,500	CASH
AMOUNT PAID			CHECK
			CREDIT CARD
			DRAFT
BALANCE DUE			MONEY ORDER

BY [Signature]

Thank You

FORM CTM-129-NC-4 35

Reynolds-Reynolds

DETACH HERE BEFORE DEPOSITING

C & G SAVINGS BANK

YOUR ENDORSEMENT ON THE ABOVE CHECK WILL ACKNOWLEDGE RECEIPT IN FULL FOR THE ITEMS LISTED BELOW. SHOULD THERE BE ANY QUESTIONS REGARDING THIS CHECK, RETURN IT TO US WITHOUT ALTERATION.

DATE	ACCOUNT NUMBER	DESCRIPTION	AMOUNT
050801318	DDA WITH #05-08-13186 0 EPPG		\$9,500.00



DATE July 27, 1999

80-1678/313

**PAY
TO THE
ORDER OF**

Edward Ebbs

13

\$ 8500.00

Eight Thousand Five Hundred and ^{xx}/₁₀₀ 080072704 407 00 5139 001556 032



DUBOIS OFFICE - DUBOIS, PA 15801

FOR

№002067№ 1:0313167631: 50 0103 71№ 0000850000,

[illegible]

073052 043001091709 12

U Savings Bank
(814) 674-3661
Patton 05
231371605 <

DO NOT WRITE. STAMP OF SGT. BELOW THE LINE
RESERVED FOR FINANCIAL INSTITUTIONS

ENDORSE HERE

Edward Elton
Donato y Elton



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Pennsylvania • March 14, 2001

1988 Buick Century Custom Sedan 4D

Engine: 6 Cylinder Gas
Trans: Automatic
Drive: Front Wheel Drive
Mileage: 83,629

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[Payment Calculator](#)

Equipment

Air Conditioning
Power Steering

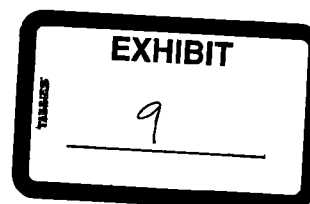
AM/FM Stereo

Retail Value

\$2,525

Suggested retail represents the price a dealership might ask for this make and model vehicle. This represents a fully reconditioned vehicle in excellent condition with a clean title history. This retail price is not a trade-in or private-party value, but rather assumes that a dealer has absorbed the cost of making the vehicle ready for sale, reconditioning, advertising, sales commissions, arranging for financing and insurance and standing behind the vehicle for any mechanical or safety problems. Many late model vehicles at this price have passed an inspection program or carry a warranty. Actual dealer selling price may vary from this price.

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DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

8,769

782190012002082-001

VEHICLE IDENTIFICATION NUMBER 1T1KX14H31KA46050		YEAR 96	MAKE OF VEHICLE FORD	TITLE NUMBER 52196070302 SM	
BODY TYPE TR	DUP 0	SEAT CAP AZ	PRIOR TITLE STATE 97/03/98	LODM. PROCD. DATE 03/25/97	LODM. MILES 0
DATE PA TITLED 7/10/98	DATE OF ISSUE 7/03/98	UNLADEN WEIGHT 4,047	GVWR 5,100	GVWR 5,100	TITLE BRANDS

REGISTERED OWNER(S)

TAMM L SMITH
130 ROBINSON ST
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

TIMBERLAND FCU
Timberland
Federal Credit Union

FIRST LIEN RELEASED

BY

AUTHORIZER REPRESENTATIVE

MAILING ADDRESS

TIMBERLAND FCU
821 BEAVER DR
DU BOIS PA 15801

ODOMETER STATUS

0 - ACTUAL MILEAGE
1 - MILEAGE EXCEEDS THE MECHANICAL UNITS

NOT THE ACTUAL MILEAGE
NOT THE ACTUAL MILEAGE-ODOMETER
MILEAGE VERIFIED
EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRAND

1 - ANTIQUE VEHICLE
2 - CLASSIC VEHICLE
3 - COLLECTIBLE VEHICLE
4 - OUT OF COUNTRY
5 - ORIGINALLY MFOD FOR NON-RESIDENTS
6 - DISTRIBUTION
7 - AGRICULTURAL VEHICLE
8 - LOGGING VEHICLE
9 - WAS A POLICE VEHICLE
R - RECONSTRUCTED
S - STREET ROD
T - RECOVERED THEFT VEHICLE
V - VEHICLE CONTAINS DISSUED VIN
W - FLOOD VEHICLE
X - WAS A TAXI

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED

BY AUTHORIZED REPRESENTATIVE

BRADLEY L. HALLORY

Secretary of Transportation

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

D. APPLICATION FOR TITLE AND LIEN INFORMATION -

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN TO BEFORE ME

MO

DAY

YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

When applying for title with a purchaser, other than your spouse, check one of the following: A - I am a tenant in common with the purchaser and the title of the vehicle goes to the surviving owner. B - I am a tenant in common with the purchaser and the title of the vehicle goes to the surviving owner. C - I am a tenant in common with the purchaser and the title of the vehicle goes to the surviving owner. D - I am a tenant in common with the purchaser and the title of the vehicle goes to the surviving owner.

1ST LIEN DATE

IF NO LIEN CHECK

1ST LIEN HOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

IF NO LIEN CHECK

2ND LIEN HOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

A

E OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.
WARNING— FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE— Registered dealers must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.
We certify, to the best of my/our knowledge that the odometer reading is 46,652 TENTHS miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits ☐ Is NOT the actual mileage
WARNING: Odometer discrepancy
We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. 7 DAY 26 YEAR 99

SIGNATURE OF PERSON ADMINISTERING OATH
Tammy L. Wolfe, Sec'y
Tammy L. Wolfe
DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED
PURCHASER'S NAME IS LISTED
DIN 86-1868354

LAST FIRST M.I.
Wasko's Autoland
PURCHASER OR FULL BUSINESS NAME
Wasko's Autoland
CO-PURCHASER
Intro at 823 and 119
STREET ADDRESS
RD 1 Box 353A
CITY
Dubuque IA 52001

STATE ZIP PURCHASE PRICE OR DIN
86-1868354

PURCHASER SIGNATURE
[Signature]

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE
[Handprint]

SIGNATURE OF SELLER
[Signature]

SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE
[Handprint]

If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed.

LAST FIRST M.I.

PURCHASER OR FULL BUSINESS NAME

CO-PURCHASER

STREET ADDRESS

CITY

STATE ZIP PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

SELLER MUST HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST FIRST M.I.

PURCHASER OR FULL BUSINESS NAME

CO-PURCHASER

STREET ADDRESS

CITY

STATE ZIP PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

SELLER MUST HANDPRINT NAME HERE

If purchaser is NOT a registered dealer Section D on the front of this form must be completed.

LAST FIRST M.I.

PURCHASER OR FULL BUSINESS NAME

CO-PURCHASER

STREET ADDRESS

CITY

STATE ZIP PURCHASE PRICE OR DIN

PURCHASER SIGNATURE

CO-PURCHASER SIGNATURE

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE

SIGNATURE OF SELLER

SELLER MUST HANDPRINT NAME HERE

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER—

We certify, to the best of my/our knowledge that the odometer reading is 46,652 TENTHS miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits ☐ Is NOT the actual mileage
WARNING: Odometer discrepancy
We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED AND SELLER IS A DEALER

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER—

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We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED AND SELLER IS A DEALER

CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$

ALL SELLERS SIGNATURES ON THIS SIDE MUST BE NOTARIZED. SIGN ONLY IN THE PRESENCE OF AN OFFICER EMPOWERED TO ADMINISTER OATHS.

WASCO'S AUTOLAND OF DUBOIS

INTERSECTION OF RTE 119 AND 311

DUBOIS, PA 15801

(814) 375-7488

P.S.A. EXPLAINED

S.S.A.N.

DEAL JACKET

ACVX

RX

101

D.O.B.

WORK SHEET

Date: _____ Salesman: Mike

Stock No: W0360A Home Phone: _____

Mileage: 46673 Work Phone: _____

Customer Name: EDWARD & ANNETTE EDDY

Address: 753 WALNUT AVE. BARNESBORO PA 15714

N-U-F _____ Year: 90 Make: FORD Model: F50

Color: _____ Body: EDDIE Serial: 1FTEX14H1TKA46050

GVWR _____ GVW _____ PAYLOAD _____

Trade: _____ Year: 95 Make: FORD Model: Ranger

Cyl: _____ Body: SCAB Serial: 1FTCR15U58TA19486

Mileage: 88 BUICK CENTURY SDN.

164AH51W3069036 83629

Chewy

\$17400.00
10000.00
7400.00

9950.00

money
Diff

\$8990.00

Veh. Price		
Added Equip.		
Rustproof		
Ext. Warranty		
Rebate		
Total Veh. Price	21900	
Used Veh. Allow	13955.66	
Cash D/H.	7944.34	
Sales Tax 6%	476.66	
Highway Fees	79	
Unpaid Bal.	8500	—
Payoff		
Lien Holder		
TOTAL		
Cash Down		
Balance Due		

Ins. Agent:		
Address:		
Phone:		
COPIES:	Drivers License:	Owners Card:
		Ins. Card:

You may exchange credit information about me with others. You may request a credit report on me and if I ask, you will tell me the name and address of the consumer reporting agency that furnished it. If you update, renew or extend my loan, you may request a new credit report without telling me.

NOTE: By signing this application, you will authorize both above dealer and Lender named above, to whom your Contract may be assigned, to check your credit.

Signature of Applicant

Signature of Joint Applicant, if applicable

(B)

Vehicle Information	
1G4AH51W3J6403610 1988 BUICK CENTURY White 4 door 83,982 Miles EXENRT	
Current Owner M1533 - St. Clair Motors	
17310 ST. CLAIR CLEVELAND OH 44110-0000	
Office Number: 12161 481-4600	
Last Block Activity: 08/06/1999 1	
Current Tran Acct ADESA	
Activity	Options
Commercial	Appointments
Owners	Reserve
M1533 - St. Clair Motors	By Andre Gerda
B1525 - Wasko's Autoland of Brooklye	By Sue Jones
	Sale Type Consignment Sale
	Rep
	Auctioneer Randy Fosberg
	Block Clerk Joan McClan
	Selling Rep George Wasko (207)
	Buying Club
	Buying Rep
	Bid \$350
	Bid Start 11:42:15 am End 11:43:50 am
	Res Not Sold
	Guarantee Red Light - As Is
Sale Date	Lot
8/6/99 (c) G115	Sale 08/06/99 12:06 pm
7/30/99 (c) G94	Not Sold 07/30/99 11:43 am
7/23/99 (c) G150	Not Sold 07/23/99 12:44 pm
7/23/99 (c) G150	Not Sold 07/23/99 12:39 pm

Ex "C"

Vehicle Information	
1G4AH51W30G403610 1988 BUICK CENTURY White 4 door 89,982 Miles EXEMPT	
Current Owner M1533 St Clair Motors	
17310 ST. CLAIR CLEVELAND OH 44110-0000	
Office Number: 12161 481-4600	
Last Block Activity: 08/06/1999 1	
Current Tran Acct: ADESA	
Arbitration	
Activity	
Commercial	
Options	
Announcements	
Inventory	
Owners	
M1533 St Clair Motors	
B1525 Wanko's Autoland of Brooklye	
07/27/1999 9:20:39 AM	
By Angie Berda	
Reserved	
By Sue Jones	
Sale Type Consignment Sale	
Rep	
Auctioneer Randy Fosberg	
Book Clerk Joan McClain	
Selling Rep George Wanko (207)	
Buying Cash	
Buying Rep	
Bid \$350	
Bid Start 11:42:18 am End 11:43:50 am	
Res Not Sold	
Last 07	
Guarantee Red Light As Is	
Sale Date	
Lot	
8/6/99 (c) G115 Sale 08/06/99 12:06 pm	
7/30/99 (c) G94 Not Sold 07/30/99 11:43 am	
7/23/99 (c) G150 Not Sold 07/23/99 12:44 pm	
7/23/99 (c) G150 Not Sold 07/23/99 12:39 pm	

EX "C"

ADESA Pittsburgh
 Interstate 79, Exit 33
 PO Box 550
 Mercer, PA 16137
 (724) 662-4500



Lot # G115 Sale Date: 08/06/1999
 1988 BUICK CENTURY, White
 VIN: 1G4AH51W3J6403610
 Odometer: 83,982 Miles

Auction Lights

- ☐ Auction Guarantee
☐ Ride and Drive
☒ As Is
☐ Title Attached
☐ Announcements

Sale Contract

Seller: Wasko's Autoland of Dubois HH
 Routes 119 & 322
 Dubois, PA 15801
 License: PA 86-18683

[Signature]

Selling Representative - George Wasko

Buyer: St Clair Motors
 17310 ST CLAIR
 CLEVELAND, OH 44110-0000
 License: OH UD007076

[Signature]

Buying Representative - Victor Baskin

Sale Price: \$350.00
 Seller Fee (\$50.00)
 Other: \$0.00
 Total: \$300.00

Buyer and Seller agree that the vehicle described herein is bought and sold subject to the Auction Terms and Conditions, including the Terms of Arbitration and Selling Light System terms, of ADESA Pennsylvania, Inc., all of which terms ("Auction Terms") have been communicated to Buyer and Seller for their Authorized Representatives in writing via hand delivery, delivery by United States mail and/or posting on the auction premises prior to the time of this Sale Contract and are incorporated herein by reference. As set forth in the Auction Terms, by the Authorized Representative's use of the EASY Card and entering into this transaction, Buyer and Seller agree to the Auction Terms and to any changes or amendments thereto communicated to Buyer and Seller (or their Authorized Representative) in writing, such writing having been hand delivered, delivered by United States mail and/or posted on the auction premises.

"EX'D"

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Wasko's Autoland of Dubois HH, state that the odometer (of the vehicle described below) now reads 83,982 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below.

☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ (2) I hereby certify that the odometer reading is NOT the actual mileage.
 WARNING - ODOMETER DISCREPANCY.

VEHICLE INFORMATION

MAKE: BUICK MODEL: CENTURY
 VIN: 1G4AH51W3J6403610 YEAR: 1988 BODY: 4 door
 COLOR: White

SELLER INFORMATION

NAME: Wasko's Autoland of Dubois HH
 ADDRESS: Routes 119 & 322
 CITY: Dubois STATE: PA ZIP: 15801
 SIGNATURE *[Signature]* DATE: 08/06/1999
 Selling Representative - George Wasko
 PRINTED NAME OF PERSON SIGNING DATE: 08/06/1999

BUYER INFORMATION

NAME: St Clair Motors
 ADDRESS: 17310 ST CLAIR
 CITY: CLEVELAND STATE: OH ZIP: 44110-0000
 SIGNATURE *[Signature]* DATE: 08/06/1999
 Buying Representative - Victor Baskin
 PRINTED NAME OF PERSON SIGNING DATE: 08/06/1999

Wasko's Autoland of Dubois HH

#W036B2

Sale Date August 6, 1999

Lot # G115 1988 BUICK CENTURY

Check No. 000081840

VIN 1G4AH51W3J6403610

1988 BUICK CENTURY

1G4AH51W3J6403610

Vehicle Sale

350.00

Seller Fee

-50.00

Net Check Amount

\$300.00

REMITTANCE ADVICE ADESA Pittsburgh Interstate 79, Exit 33 PO Box 550 Mercer, PA 16137 (724) 662-4500

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ABOVE ACCOUNT, IF INCORRECT, PLEASE RETURN.

ADESA Pittsburgh

Interstate 79, Exit 33
PO Box 550
Mercer, PA 16137
(724) 662-4500



Lot # G115 Sale Date: 08/06/1999
1988 BUICK CENTURY, White
VIN: 1G4AH51W3J6403610
Odometer: 83,982 Miles

Auction Lights

- ☐ Auction Guarantee
☐ Ride and Drive
☒ As Is
☐ Title Attached
☐ Announcements

Sale Contract

Seller: Wasko's Autoland of Dubois HH
Routes 119 & 322
Dubois, PA 15801
License: PA 86-18683

[Signature]

Selling Representative - George Wasko

Buyer: St Clair Motors
17310 ST CLAIR
CLEVELAND, OH 44110-0000
License: OH UD007076

[Signature]

Buying Representative - Victor Baskin

Sale Price: \$350.00
Seller Fee (\$50.00)
Other: \$0.00
Total: \$300.00

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Ex D

ODOMETER DISCLOSURE STATEMENT

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WARNING - ODOMETER DISCREPANCY.

VEHICLE INFORMATION

MAKE: BUICK MODEL: CENTURY
VIN: 1G4AH51W3J6403610 YEAR: 1988 BODY: 4 door
COLOR: White

SELLER INFORMATION

NAME: Wasko's Autoland of Dubois HH
ADDRESS: Routes 119 & 322
CITY: Dubois STATE: PA ZIP: 15801
SIGNATURE *[Signature]* DATE: 08/06/1999
Selling Representative - George Wasko
PRINTED NAME OF PERSON SIGNING

BUYER INFORMATION

NAME: St Clair Motors
ADDRESS: 17310 ST CLAIR
CITY: CLEVELAND STATE: OH ZIP: 44110-0000
SIGNATURE *[Signature]* DATE: 08/06/1999
Buying Representative - Victor Baskin
PRINTED NAME OF PERSON SIGNING

Wasko's Autoland of Dubois HH

#W036B2

Sale Date August 6, 1999

Lot # G115 1988 BUICK CENTURY

Check No. 000081840

VIN 1G4AH51W3J6403610

1988 BUICK CENTURY	1G4AH51W3J6403610	Vehicle Sale	350.00
		Seller Fee	-50.00
		Net Check Amount	\$300.00

REMITTANCE ADVICE ADESA Pittsburgh Interstate 79, Exit 33 PO Box 550 Mercer, PA 18137 (724) 682-4500

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ABOVE ACCOUNT, IF INCORRECT, PLEASE RETURN.

[illegible]

Call our customer service or Fleet Lease for details

ASTRO	3	35	13700
LUMINA	4	56	5700
ASTRO	3	74	9500
LUMINA	4	135	3800
BERETTA	2	78	3550
CORSCICA	6	89	2800
CAVALIER	2	93	4200
CAVALIER	2	101	3000
CAVALIER	2	48	4050
M CARLO	2	49	5900
BERETTA	2	54	3800
BERETTA	2	65	3900
LUMINA	4	83	2900
ASTRO	3	92	5400
LUMINA	4	114	2500
M CARLO	2	102	4100
LUMINA	4	114	2500
CAVALIER	2	60	2650
LUMINA	4	114	2500
CAVALIER	2	90	2500
CAVALIER	2	104	1700
CAVALIER	2	75	2725
LUMINA	4	86	2350
CAVALIER	4	93	3200
CORSCICA	4	112	1525
CORSCICA	4	115	1025
LUMINA	2	75	1700
LUMINA	2	75	1700
CORSCICA	4	76	1900
LUMINA	2	80	3300
CAVALIER	4	51	1150
CORSCICA	4	66	1325
CAVALIER	2	81	1775
LUMINA	3	82	3400

Market Report
ADELTA
EX "E"

76 450 8L	2	163
mitsubishi		
90 GALANT	4	132
NISSAN		
96 ALTIMA	4	49
96 SENTRA	4	82
95 PO 414	2	98
94 PO 414	2	170
93 SENTRA	4	102
93 PFINDER 414	4	118
92 PO 414	2	71
92 SEQUA	2	95
92 MAXIMA	4	111
92 SENTRA	2	172
91 PO 414	2	69
90 SEQUA	2	75
90 PFINDER 414	4	117
90 240SX	2	131
87 STANZA	4	139
87 PFINDER 414	4	141
87 MAXIMA	4	223
87 PFINDER 414	2	234
SAAB		
89 900	4	196

SATURN			
90 SUNBEIRD	2	80	1475
90 GRAND AM	4	98	1175
90 GRAND PRX	2	143	700
89 SUNBEIRD	3	66	1750
89 GRAND AM	4	136	1100
88 GRAND PRX	2	91	1400
88 SUNBEIRD	2	98	400
88 6000	4	101	675
88 BU NEVILLE	4	153	625
88 SUNBEIRD	2	166	675
87 FIREBIRD	2	89	900
87 FIREBIRD	2	99	850
85 SUNBEIRD	2	93	300
85 PARISIENNE	4	96	650
85 6000	4	105	450
78 FIREBIRD	2	6	1300

ACURA			
93 INTEGRA	2	131	3450
90 INTEGRA	4	154	2350

BY	LOT	SUP	2	117	900
88	Ciera		2	60	1250
88	Ciera		4	95	400
86	Calais		4	95	700
85	COT SUP		2	72	825

PLYMOUTH					
99	NEON		4	7	8000
98	NEON		4	32	6550
98	BREEZE		4	33	8100
98	BREEZE		4	36	7000
98	NEON		4	39	5800
97	G VOYAGER		4	35	11200
96	NEON		4	48	5100
96	VOYAGER		4	52	9200
96	VOYAGER		4	90	5000
95	NEON		4	46	4800
95	NEON		4	47	4350
95	NEON		4	56	3100
95	VOYAGER		3	89	5700
94	VOYAGER		3	74	2900
94	VOYAGER		3	89	3950
94	VOYAGER		3	94	2450
94	SUNDANCE		4	110	1600
92	ACCLAIM		4	87	1450
92	ACCLAIM		4	125	1350
91	VOYAGER		3	90	1350
91	VOYAGER		3	166	1450

7	CROWN VIC	4	75	9500
6	CONTOUR	4	53	3800
5	6 ESCORT	4	65	3750
4	6 AEROSTAR	3	124	3800
3	5 MUSTANG	2	51	8650
2	5 CONTOUR	2	67	3350
1	5 WINDSTAR	3	81	5200
	4 T BIRD	2	40	6350
	4 TAURUS	4	73	3200
	4 TEMPO	4	118	1300
	3 TEMPO	2	21	700
	3 TEMPO	2	21	1100
	3 TAURUS	4	24	1450
	3 PROBE	2	73	1150
	3 AEROSTAR	3	75	3150
	3 CROWN VIC	4	79	3700
	3 TAURUS	4	96	2200
	3 TAURUS	4	99	2300
	3 TAURUS WGN	4	126	1400
	3 PROBE	2	173	650
	2 TAURUS WGN	4	62	2300
	1 AEROSTAR	3	44	575
	1 AEROSTAR	3	67	2950
	1 ESCORT	2	92	875
	0 TAURUS	4	39	535
	9 CROWN VIC	4	10	800
	9 CROWN VIC	4	15	735
	9 ESCORT	4	27	300
	9 CROWN VIC	4	91	1450
	9 TAURUS	2	107	1100

	M	
91 ASTRO	3	96
91 CORSCA	4	100
91 CAMARO	2	121
91 CAP WGN	4	126
91 CAVALIER	4	126
90 CAVALIER	2	49
90 CORSCA	4	115
90 LUMINA	4	138
90 LUMINA APV	3	142
89 ASTRO	3	83
89 CORSCA	3	102
89 CELEBRITY	4	132
89 CELEBRITY	4	140
89 CELEBRITY	4	163
89 CORSCA	4	177
88 BERETTA	2	88
88 CAPRICE	4	91
88 CAVALIER	2	94
88 BERETTA	2	111
88 CELEBRITY	4	136
87 ASTRO	3	12
86 CAMARO	2	29
86 M CARLO	2	45
		1375

BUICK		M	
97 LESABRE	4	53	95000
96 RIVIERA	2	36	11350
95 PARK AVE	4	86	6000
94 CENTRY	4	64	5300
94 LESABRE	4	109	3200
93 LESABRE	4	85	3000
93 LESABRE	4	97	3000
93 PARK AVE	4	97	3000
92 REGAL	2	66	2500
92 LESABRE	4	80	3500
92 REGAL	4	80	1600
92 SKYLARK	4	83	2050
92 SKYLARK	4	99	2050
92 PARK AVE	4	101	2750
91 CENTRY	4	98	1800
91 PARK AVE	4	125	1700
91 PARK AVE	4	127	2900
91 LESABRE	4	132	825
90 REGAL	2	64	1900
90 REGAL	2	87	2200
90 SKYLARK	4	88	2300
90 REGAL	2	90	2275
89 REGAL	2	127	675
89 SKYLARK	2	60	1750
89 REGAL	2	89	1300

SUBARU			
93 LEGACY 4x4	4	108	
84 BRAZ 4x4	2	79	
TOYOTA			
92 PASEO	2	81	
91 COROL WGN	4	119	
90 COROLLA	4	80	
90 CELICA	2	84	
89 CAMRY	2	121	
87 COROLLA	2	117	
87 PICKUP 4x4	2	137	
VOLKSWAGEN			

BANK REPO'S
 11:00-11:30 a.m.
 Car Temp
 M & T Bank
 One
 Cent-A-Car
 Floor Lease for details

FLEET LEASE & WEEKLY LEASE
Associates Lease
Key Bank and Bank
Enterprise
 Call our customer service

	2	115	475
8 THIRD	2	129	500
7 T BIRD	2		
GEO			
7 PRIZM	4	38	5000
5 METRO	2	35	2500
5 TRACK 4X4	2	900	2600
1 METRO	2	84	900
1 TRACER	2	93	2300
3 TRACER	2	71	3300
1 STORM	2	95	1375
2 STORM	2	136	775
1 TRACT 4X4	2	10	2950
1 STORM	2	53	1325

[illegible]

GADILLAC			
89 CHEVROLET	4	142	7000
89 CADILLAC	2	83	1575
88 REGAL	4	93	375
88 CHEVROLET	4	134	600
87 AERBEE	2	70	625
86 REGAL	4	122	600
86 PARK AVE	4	122	600

CHEVROLET			
92 ELDOORADO	2	88	6500
92 DENTILLE	4	185	2350
87 BROTHAM	4	39	2350
87 ELDOORADO	2	139	550

90 FOX	2	88
90 PAGER	4	113
69 BEATLE	2	57
VOLVO		
90 740	6	113
89 740 GLE	6	118
COMMERCIALS		
CHEVROLET		
98 810	2	40
97 C1500	2	15
97 LIGHT DUTY	2	50

BMW				
77	740	IL	4	62 37400
HONDA				
66	CBR	600	F3	1 11 3000
4	ACCORD	4		4 43 8300
3	ACCORD	4		6 62 6100
3	CIVIC	4		6 67 4600
1	CIVIC	2		101 950
1	ACCORD	4		132 2650

0 VOYAGER	3	91	650
3 8 VOYAGER	3	132	1025
7 VOYAGER	3	190	400

PONTIAC

9 SUNFIRE	4	20	8450
9 GRAND AM	4	25	11500
8 SUNFIRE	4	37	7350
7 GRAND AM	4	70	4500
7 BOWENVILLE	4	99	6950
6 GRAND AM	2	46	5150
6 GRAND AM	4	76	4600

CONTINER, L	4	100	3600
TONE CAR	4	127	3500
TONE CAR	4	87	4050
CONTINER, L	4	133	1750
CONTINER, L	4	82	800
TONE CAR	4	48	1100

MERCURY			
TRACER	4	46	3200
SABAL	4	65	3700
TOPAZ	4	57	2650
SABAL	4	89	2450
VILLAGER	3	114	3800
TOPAZ	4	6	975

98	INTERP.D	4	73	4950
99	CARAVAN	3	53	5200
00	NEON	4	70	2600
01	NEON	4	81	2850
02	CARAVAN	3	120	1450
03	CARAVAN	3	90	3400
04	INTERP.D	4	110	2400
05	STREATH	2	65	6350
06	SHADOW	2	77	1450
07	SPIRIT	4	111	1300
08	CARAVAN	3	167	450
09	SPIRIT	4	37	1500
10	CARAVAN	3	67	650
11	OMNI	4	105	475
12	DTHA.FY	4	140	450
13	CARAVAN	3	154	675
14	CARAVAN	3	176	350

95	LORENZA	4	14	11,600
98	LORENZA	4	34	8,600
98	LORENZA	4	43	57,000
98	CAVALIER	4	35	137,000
97	ASTRO	3	35	57,000
97	LORENZA	4	56	57,000
97	ASTRO	3	74	9,500
97	LORENZA	4	135	38,500
96	BERETTA	2	78	33,500
96	BERETTA	2	89	28,000
96	CORRICA	4	93	42,000
96	CAVALIER	2	101	30,000
95	CAVALIER	2	48	40,500
95	M CARLO	2	49	69,000
95	BERETTA	2	54	38,000
95	BERETTA	2	65	39,000
95	LORENZA	4	83	29,000
95	LORENZA	4	88	42,000
95	LORENZA	4	88	42,000

96	2500	2	38
96	BLAZER	2	51
95	20	3	48
95	20	4	48
95	BLAZER	4	74
95	BLAZER	4	74
95	BLAZER	4	78
95	BLAZER	4	83
95	SILVERA	4	83
95	20	3	114
94	810	2	69
93	810	BLAZ	4X44
93	810	BLAZ	4X44
93	810	BLAZ	4X44
93	SILVER	1500	2
93	810	BLAZER	2
93	810	BLAZER	2
92	VAN	20	3
92	SILVERA	4X4	2
92	SILVERA	4X4	2
91	810	4X4	2
91	810	4X4	2
91	810	4X4	2

HYUNDAI			
9 ACCENT	4	13	5700
INFINITI			
6 I30	4	70	9000
JAGUAR			
6 XJ6	4	92	2300
3 VANDEN	4	66	2300
MAZDA			

6	GRAND AM	4	96	4000
5	GRAND AM	4	23	7300
5	FIREBIRD	2	47	3000
5	GRAND PRX	4	86	4000
5	BONNEVILLE	4	89	4950
4	GRAND AM	2	94	3450
4	GRAND PRX	4	103	2950
3	BONNEVILLE	4	91	3050
3	GRAND AM	2	96	3200
3	BONNEVILLE	4	108	4500
3	GRAND AM	4	109	1675
3	BONNEVILLE	4	112	3050
2	GRAND PRX	2	77	4800
2	GRAND AM	2	82	3100
2	SUNBIRD	3	101	1525
2	FIREBIRD	3	107	2150

TOTAL	4	94	1100
COUGAR	2	135	750

OLDSMOBILE

CUT SUP	2	50	8550
ACHIEVA	4	72	4050
CUT SUP	4	66	4950
Ciera	4	98	2000
	4	96	3500
CUTLAGE	4	145	1800
88	4	67	4700
CUT SUP	2	68	3700
CUT SUP	2	90	3500
ACHIEVA	4	91	2050
CUT SUP	2	114	2200

18 SHADOW	2	51	1125
8 DYSTASY	4	75	850
8 CARAVAN	3	123	800
8 SHADOW	4	124	500
8 DAYTOVA	2	125	400
6 CARAVAN	3	72	1250

EAGLE

2 TALON	2	90	2250
1 TALON	2	130	900
8 PREMIER	4	56	775
8 PREMIER	4	108	425

FORD

95	AFRO	3	92	5400
95	M CARLO	2	102	4100
95	M CARLO	2	102	4100
95	LUCIA	4	114	2650
95	CAVALIER	4	134	2100
95	CAVALIER	2	60	2650
94	CAVALIER	2	89	3650
94	CAVALIER	2	90	2500
94	CAVALIER	2	104	1700
94	CAVALIER	4	126	1700
93	CAVALIER	2	75	2725
93	LUCIA	4	86	2350
93	CAVALIER	4	93	2200
93	CAVALIER	4	112	1525
93	CORSCIA	4	115	1025
93	CORSCIA	4	115	1025
92	CAVARO	2	75	1700
92	LUCIA	2	75	2000
92	LUCIA	2	75	2000

91 BLAZER 4X4	2	107
90 SILVERA 4X4	2	123
89 VAN 20	3	0
89 CHEV 4X4	2	54
89 VAN 20	3	92

6 625	4	76	5150
3 625	4	94	2300
5 HPV	3	143	2900
3 HK3	2	153	1850
1 NAWAJO 4X4	2	7	3050

1	BONEVILLE	4	58	2975
1	GRAND PRIS	4	106	1400
1	TRANSPORT	3	109	2200
1	GRAND AM	2	117	775
1	GRAND AM	2	128	800

MESSA

EX

SEAVADA	4	133	3300
CUT LAB	4	85	2450
CALAIS	4	124	600
SILHOUTTE	3	129	475
CUT SUP	4	0	1100
CUT SUP	2	128	1475

Report

8 ESCORT	4	27	7750
8 WINDSTAR	3	103	6500
8 WINDSTAR	3	104	6650
7 CORTOUR	4	38	6950
7 ASPIRE	2	39	1150

W. H. H. H.

92 LUKHIA	2	80	3300
91 CAVALIER	4	51	1150
91 CORESTA	4	66	1325
91 CAVALIER	2	81	1775
91 LUKHIA APV	3	82	3400

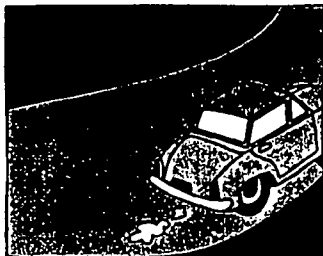
FLEET LEASE & BANK REPO'S

WEEKLY Lane D 9:30 am
Associates Leasing - Car Temps
Key Bank and M & T Bank
Bank One
Enterprise Rent-A-Car

11/2/2

TS30A

MARKET REPORT



Butler Auto Auction

AS-IS MARKET REPORT

NOVEMBER 18, 1999 RESULTS

B UICK

1995 SKYLARK	2D	83	S	AC4GA	1850
1993 CENTURY	4D	73	S	EWAC6GA	3450
1993 LESABRE	4D	125	S	AC6GA	3600
→ 1989 CENTURY	4D	140		6GA	400
1989 REGAL	2D	93	S	AC6GA	1950
1989 SKYLARK	4D	73	S	AC4GA	1075
1986 REGAL	2D	69		8GA	425

C ADILLAC

1993 DEVILLE	4D	106	SCCL	ESEWAC8GA	4800
1987 DEVILLE	4D	98	SCCL	ESEWAC8GA	2150
1986 SEVILLE	4D	36	SCCL	ESEWAC8GA	3050
1985 FLEETWOOD	4D	153		8GA	400

C HEVROLET

1994 CORSICA	4D	115	S	AC6GA	1450
1993 CAVALIER	4D	102	S L	AC4GA	600
1992 BERETTA	2D	158	SCCL	EWAC6GA	1550
1992 LUMINA EURO	4D	116	SCCL	ESEWAC6GA	2100
1992 LUMINA EURO	4D	104	SCCL	EWAC6GA	1925
1991 CAVALIER	4D	127	S	AC4GA	650
1989 CAVALIER	SW	24	SCC	AC4GA	600
1988 CAVALIER	4D	84		4G	225
1988 NOVA	4D	118	S	AC4GA	800
1988 SPRINT	2D	85		3GA	375
1987 CAVALIER	2D	29		4GA	100
1987 CELEBRITY	2D	118	S	AC6GA	475
1986 CAPRICE	2D	57		8GA	275
1986 NOVA	4D	98	S	4GA	450
1981 CHEVETTE	2D	62		4GA	150

C HRYSLER

1997 SEBRING JXI	2D	112	SCCLSRESEWAC6GA		6750
1993 FIFTH AVENUE	4D	93	SCCL	ESEWAC6GA	2625
1988 NY LANDAU LA	4D	70	S	6GA	625
1987 LEBARON	4D	0	S	AC4GA	475
1986 LEBARON	4D	86	S	AC4GA	225
1985 FIFTH AVENUE	4D	81	SCCL	EWAC8GA	700

D ODGE

1998 INTREPID	4D	29	SCCL	ESEWAC6GA	11500
1996 STRATUS	4D	64	SCCL	EWAC4GA	2250
1994 SPIRIT	4D	115	SCC	AC4GA	1425
1993 SPIRIT	4D	73	S	AC4GA	2500
1992 MONACO	4D	94	SCCL	EWAC6GA	450
1988 SHADOW	4D	110	S	4GA	375

E AGLE

1991 SUMMIT	4D	72	S	AC4GA	100
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F ORD

1995 ASPIRE	2D	38		4G6	2500
1994 TEMPO	4D	60	S L	AC4GA	1700
1992 TAURUS	SW	83	SCCL	ESEWAC6GA	2025
1991 ESCORT	2D	60	S	AC4G5	400

1990 PROBE	2D	100	SCCL	EWAC6GA	1400
1989 CRN VIC LX	4D	105	SCCL	AC8GA	1175
1988 TAURUS	4D	76	S	AC4GA	800
1987 CRN VIC	4D	28	S	8GA	350
1987 CROWN VICTOR	4D	55	S	AC8GA	225
1987 TAURUS	4D	9		6GA	325
1984 CRWN VICTORI	SW	11	S	AC8GA	400
1984 MUSTANG	2D	39	S	AC6GA	275

L INCOLN

1989 TOWN CAR	4D	1	SCCL	ESEWAC8GA	800
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M ERURY

1992 SABLE	4D	80	SCCL	EWAC6GA	875
1991 TRACER	4D	22	S	4G5	450
1988 TRACER	SW	125	S	4GA	525
1985 COUGAR	2D	37	S	EWAC6GA	350

O LDSMOBILE

1994 CUTLASS	4D	107	S	AC6GA	2050
1988 CUTLASS	2D	151		6GA	650
1988 DELTA 88 ROY	4D	100	SCCL	EWAC6GA	1500
1986 CIERA	4D	19	S	AC6GA	425

P LYMOUTH

1996 NEON	4D	42	S	AC4GA	3300
1994 ACCLAIM	4D	74	SCC	AC6GA	2100
1993 ACCLAIM	4D	149	SCC	AC4GA	450
1993 SUNDANCE	4D	107	S	AC4GA	500
1991 LASER	2D	98	SCCLSR	EWAC4GA	2000
1987 SUNDANCE	4D	124		4G	200
1986 RELIANT	4D	70	S	4GA	350

P ONTIAC

1992 GRAND PRIX	4D	82	S	AC6GA	2750
1990 SUNBIRD	4D	67	S	AC4GA	1900
1989 GRAND AM	4D	62	SCCL	AC4GA	1000
1988 LEMANS	4D	91	S	4G4	125
1988 SUNBIRD	2D	104		4GA	350
1985 FIREBIRD	2D	77		6GA	175

A UDI IMPO

1987 5000	4D	137	SCCLSRESEWAC5G5		800
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G EO IMPO

1995 PRIZM	4D	68	S	AC4GA	2450
1992 METRO	2D	63		AC3G5	1025
1992 PRIZM	4D	95	S	AC4GA	1625

H ONDA IMPO

1988 ACCORD	4D	148	S	AC4GA	625
1988 CIVIC CRX	2D	71	S	4G5	625
1987 ACCORD	4D	148		4GA	100
1986 ACCORD	4D	126	SCCL	EWAC4GA	500
1986 ACCORD	2D	105	S	4G5	375

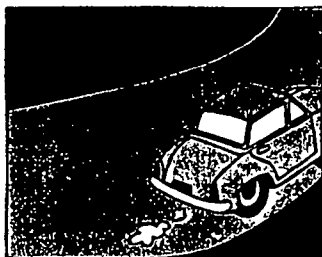
H YUNDAI IMPO

1996 ACCENT	2D	74	S	4G5	800
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M AZDA IMPO

NUMBERS 1-20 ARE AUTOMATICALLY RERUN AFTER # 40

AFTER SALE DRAWING/ALL AS-IS UNITS WELCOME/ALL RERUNS ARE OPTIONAL/FREE REGISTRATION



Butler Auto Auction

AS-IS MARKET REPORT

NOVEMBER 18, 1999 RESULTS

B UICK

1995 SKYLARK	2D	83	S	AC4GA	1850
1993 CENTURY	4D	73	S	EWAC6GA	3450
1993 LESABRE	4D	125	S	AC6GA	3600
→ 1989 CENTURY	4D	140		6GA	400
1989 REGAL	2D	93	S	AC6GA	1950
1989 SKYLARK	4D	73	S	AC4GA	1075
1986 REGAL	2D	69		8GA	425

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1993 DEVILLE	4D	106	SCCL	ESEWAC8GA	4800
1987 DEVILLE	4D	98	SCCL	ESEWAC8GA	2150
1986 DEVILLE	4D	36	SCCL	ESEWAC8GA	3050
1985 FLEETWOOD	4D	153		8GA	400

C HEVROLET

1994 CORSICA	4D	115	S	AC6GA	1450
1993 CAVALIER	4D	102	S L	AC4GA	600
1992 BERETTA	2D	158	SCCL	EWAC6GA	1550
1992 LUMINA EURO	4D	116	SCCL	ESEWAC6GA	2100
1992 LUMINA EURO	4D	104	SCCL	EWAC6GA	1925
1991 CAVALIER	4D	127	S	AC4GA	650
1989 CAVALIER	SW	24	SCC	AC4GA	600
1988 CAVALIER	4D	84		4G	225
1988 NOVA	4D	118	S	AC4GA	800
1988 SPRINT	2D	85		3GA	375
1987 CAVALIER	2D	29		4GA	100
1987 CELEBRITY	2D	118	S	AC6GA	475
1986 CAPRICE	2D	57		8GA	275
1986 NOVA	4D	98	S	4GA	450
1981 CHEVETTE	2D	62		4GA	150

C HRYSLER

1997 SEBRING JXI	2D	112	SCCLSRESEWAC6GA	6750
1993 FIFTH AVENUE	4D	93	SCCL ESEWAC6GA	2625
1988 NY LANDAU LA	4D	70	S 6GA	625
1987 LEBARON	4D	0	S AC4GA	475
1986 LEBARON	4D	86	S AC4GA	225
1985 FIFTH AVENUE	4D	81	SCCL EWAC8GA	700

D ODGE

1998 INTREPID	4D	29	SCCL	ESEWAC6GA	11500
1996 STRATUS	4D	64	SCCL	EWAC4GA	2250
1994 SPIRIT	4D	115	SCC	AC4GA	1425
1993 SPIRIT	4D	73	S	AC4GA	2500
1992 MONACO	4D	94	SCCL	EWAC6GA	450
1988 SHADOW	4D	110	S	4GA	375

E AGLE

1991 SUMMIT	4D	72	S	AC4GA	100
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F ORD

1995 ASPIRE	2D	38		4G6	2500
1994 TEMPO	4D	60	S L	AC4GA	1700
1992 TAURUS	SW	83	SCCL	ESEWAC6GA	2025
1991 ESCORT	2D	60	S	AC4G5	400

1990 PROBE	2D	100	SCCL	EWAC6GA	1400
1989 CRN VIC LX	4D	105	SCCL	AC8GA	1175
1988 TAURUS	4D	76	S	AC4GA	800
1987 CRN VIC	4D	28	S	8GA	350
1987 CROWN VICTOR	4D	55	S	AC8GA	225
1987 TAURUS	4D	9		6GA	325
1984 CRWN VICTORI	SW	11	S	AC8GA	400
1984 MUSTANG	2D	39	S	AC6GA	275

L INCOLN

1989 TOWN CAR	4D	1	SCCL	ESEWAC8GA	800
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M ERCURY

1992 SABLE	4D	80	SCCL	EWAC6GA	875
1991 TRACER	4D	22	S	4G5	450
1988 TRACER	SW	125	S	4GA	525
1985 COUGAR	2D	37	S	EWAC6GA	350

O LDSMOBILE

1994 CUTLASS	4D	107	S	AC6GA	2050
1988 CUTLASS	2D	151		6GA	650
1988 DELTA 88 ROY	4D	100	SCCL	EWAC6GA	1500
1986 CIERA	4D	19	S	AC6GA	425

P LYMOUTH

1996 NEON	4D	42	S	AC4GA	3300
1994 ACCLAIM	4D	74	SCC	AC6GA	2100
1993 ACCLAIM	4D	149	SCC	AC4GA	450
1993 SUNDANCE	4D	107	S	AC4GA	500
1991 LASER	2D	98	SCCLSR	EWAC4GA	2000
1987 SUNDANCE	4D	124		4G	200
1986 RELIANT	4D	70	S	4GA	350

P ONTIAC

1992 GRAND PRIX	4D	82	S	AC6GA	2750
1990 SUNBIRD	4D	67	S	AC4GA	1900
1989 GRAND AM	4D	62	SCCL	AC4GA	1000
1988 LEMANS	4D	91	S	4G4	125
1988 SUNBIRD	2D	104		4GA	350
1985 FIREBIRD	2D	77		6GA	175

A UDI IMPO

1987 5000	4D	137	SCCLSRESEWAC5G5	800
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G EO IMPO

1995 PRIZM	4D	68	S	AC4GA	2450
1992 METRO	2D	63		AC3G5	1025
1992 PRIZM	4D	95	S	AC4GA	1625

H ONDA IMPO

1988 ACCORD	4D	148	S	AC4GA	625
1988 CIVIC CRX	2D	71	S	4G5	625
1987 ACCORD	4D	148		4GA	100
1986 ACCORD	4D	126	SCCL	EWAC4GA	500
1986 ACCORD	2D	105	S	4G5	375

H YUNDAI IMPO

1996 ACCENT	2D	74	S	4G5	800
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M AZDA IMPO

NUMBERS 1-20 ARE AUTOMATICALLY RERUN AFTER # 40

AFTER SALE DRAWING/ALL AS-IS UNITS WELCOME/ALL RERUNS ARE OPTIONAL/FREE REGISTRATION

EX
11

RO # ~~326~~ 326 A

Wasko's Autoland
RD 1 Box 357A
Dubois PA 15801

AUTO REPAIR ORDER Internal

NAME	WADKO'S Autoland
ADDRESS	RD 1 Box 357A
CITY, STATE	Dubuois PA 15801

[illegible]

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR, TRUCK OR VEHICLE HEREIN DESCRIBED ON HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE CAR, TRUCK OR VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREON.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

TEARDOWN ESTIMATE. I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN _____ DAYS
OF THE DATE SHOWN IF I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED.

1. I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$_____.

3. I do not want an estimate.

AUTO REPAIR ORDER

EX 6 11

• • •

• • •

• • •

AMMERMAN & MARSHALL
Attorneys at Law
310 EAST CHERRY STREET
CLEARFIELD, PA 16830

CERTIFIED COPY

• • •

42

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

vs.

SUPER GEORGE, INC., t / d / b / a
WASKO AUTOLAND,
Defendant

NO: 00-431-CD

RECEIVED
MAR 08 2001
COURT ADMINISTRATOR'S
OFFICE

DEFENDANT'S PRE-TRIAL MEMORANDUM

I. STATEMENT OF THE CASE (DEFENSE)

This is a claim for monetary damages (including treble damages) arising out of the sale, and subsequent return, of a 1996 Ford Eddie Bauer pick-up truck. Plaintiffs purchased the Eddie Bauer truck from Defendant on July 19, 1999, in exchange for \$8,500.00, and a 1995 Ford Ranger pick-up truck and a 1988 Buick Century as trade-ins. Soon after the purchase Plaintiffs allegedly began experiencing problems with the brakes on the Eddie Bauer truck. After one allegedly failed attempt to correct the brake problems (on July 23, 1999), Defendant agreed (on July 26, 1999) to take back the Eddie Bauer truck, and to return \$7,500.00 and the Ford Ranger (serviced & detailed) to Plaintiffs. Due to continued complaints by Plaintiffs, Defendant gave Plaintiffs \$8,500.00 on July 27, 1999, rather than the \$7,500.00 agreed to, and eventually offered to give Plaintiffs another vehicle, comparable in value to the 1988 Buick. Plaintiffs never received such other vehicle because the value they placed on the Buick far exceeded its actual value and any comparable vehicles offered.

Despite Plaintiff Edward Ebbs written agreement to the contrary, Plaintiffs now claim to be entitled to the sum of \$3,455.66 (the value which they attribute to the 1988 Buick), and also claim treble damages due to alleged deceptive business practices. It is Defendant's position that they went above and beyond what they were legally obligated to do, when they agreed to take back the Eddie Bauer truck in the first place. Even if this had been a *new* vehicle with a *substantial* defect, governed by the PA. Lemon Law, Defendant would have been entitled to a reasonable number of attempts to correct the defect (presumed to be three), before being required to provide Plaintiffs with a replacement or refund. See: 73 P.S. Section 1954 - 1956 (copies attached). As it happened, the parties mutually agreed to rescind the original sale and both parties are bound by the written agreement dated July 26, 1999. Plaintiffs have received the benefit of the July 26 agreement, plus an extra \$1,000.00. Therefore, they have been returned to the position they were in prior to the purchase of the Eddie Bauer truck (plus having their Ranger pick-up serviced for no charge), with the exception that they no longer have the 1988 Buick. Plaintiffs would have received a comparable vehicle (despite there being no contractual obligation by Defendant to provide one) if they had not attributed an unreasonably high value to the 1988 Buick. Plaintiffs were offered, and refused, the check received from the ADESSA Auto Auction after the Buick was sold. This is a simple contract dispute, and there is no basis for statutory treble damages.

II. WITNESSES

Defendant intends to call the following witnesses during the hearing of this case:

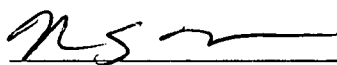
1. Sue Wasko
2. George Wasko
3. Nancy McKee
4. Tracy Roman

III. EXHIBITS

Defendant intends to offer the following exhibits during the hearing on this case:

1. Copies of any documents previously attached to the pleadings.
2. Copies of any documents provided in response to Plaintiffs' interrogatories and request for production of documents.
3. Certificate of title to 1996 Eddie Bauer truck (copy attached).
4. Wasko Autoland's worksheet for purchase of Eddie Bauer truck (copy attached).
5. Repair Orders for all vehicles involved (copies attached)
6. Butler Auto Auction Market Report & ADESSA Market Report (copies attached)
7. NADA "Blue Book"

Respectfully Submitted,



Michael S. Marshall, Esquire

Zellhart v. C
& C.3d 511,

of original purchase of a new motor vehicle a written statement containing a copy of the Attorney General's statement and a listing of zone offices, with addresses and phone numbers, which can be contacted by the purchaser for the purpose of securing the remedies provided for in this act.

1984, March 28, P.L. 150, No. 28, § 3, effective in 60 days.

§ 1954. Repair obligations

(a) **Repairs required.**—The manufacturer of a new motor vehicle sold and registered in the Commonwealth shall repair or correct, at no cost to the purchaser, a nonconformity which substantially impairs the use, value or safety of said motor vehicle which may occur within a period of one year following the actual delivery of the vehicle to the purchaser, within the first 12,000 miles of use or during the term of the warranty, whichever may first occur.

(b) **Delivery of vehicle.**—It shall be the duty of the purchaser to deliver the nonconforming vehicle to the manufacturer's authorized service and repair facility within the Commonwealth, unless, due to reasons of size and weight or method of attachment or method of installation or nature of the nonconformity, such delivery cannot reasonably be accomplished. Should the purchaser be unable to effect return of the nonconforming vehicle, he shall notify the manufacturer or its authorized service and repair facility. Written notice of nonconformity to the manufacturer or its authorized service and repair facility shall constitute return of the vehicle when the¹ purchaser is unable to return the vehicle due to the nonconformity. Upon receipt of such notice of nonconformity, the manufacturer shall, at its option, service or repair the vehicle at the location of nonconformity or pick up the vehicle for service and repair or arrange for transporting the vehicle to its authorized service and repair facility. All costs of transporting the vehicle when the¹ purchaser is unable to effect return, due to nonconformity, shall be at the manufacturer's expense.

1984, March 28, P.L. 150, No. 28, § 4, effective in 60 days.

¹ "the" omitted in original.

Notes of Decisions

Nonconformity 1

1. Nonconformity

The Automobile Lemon Law [73 P.S. § 1951 et seq.] which requires the manufacturer of a motor vehicle to repair or correct, at no cost to the purchaser, any

nonconformity that substantially impairs the use, value or safety of the vehicle within one year following delivery, 12,000 miles of use, or the term of the warranty, whichever may occur first, applies to a nonconformity that has rendered the vehicle worthless as well as to defects or conditions that appear to be capable of being corrected or repaired.

§ 1955.

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vehicle or
modificatio
1984, March

Purchaser 1 Repossession

1. **Purchaser**
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session and
question. R
Ford, Inc., 60
431, 1992.

Only a perso
motor vehicle

§ 1956.

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times by
the nonco

Zellhart v. General Motors Corp., 50 D.
& C.3d 511, 1988.

§ 1955. Manufacturer's duty for refund or replacement

If the manufacturer fails to repair or correct a nonconformity after a reasonable number of attempts, the manufacturer shall, at the option of the purchaser, replace the motor vehicle with a comparable motor vehicle of equal value or accept return of the vehicle from the purchaser and refund to the purchaser the full purchase price, including all collateral charges, less a reasonable allowance for the purchaser's use of the vehicle not exceeding 10¢ per mile driven or 10% of the purchase price of the vehicle, whichever is less. Refunds shall be made to the purchaser and lienholder, if any, as their interests may appear. A reasonable allowance for use shall be that amount directly attributable to use by the purchaser prior to his first report of the nonconformity to the manufacturer. In the event the consumer elects a refund, payment shall be made within 30 days of such election. A consumer shall not be entitled to a refund or replacement if the nonconformity does not substantially impair the use, value or safety of the vehicle or the nonconformity is the result of abuse, neglect or modification or alteration of the motor vehicle by the purchaser. 1984, March 28, P.L. 150, No. 28, § 5, effective in 60 days.

Notes of Decisions

**Purchaser 1
Repossession 2**

al, family or household purposes can avail himself of remedy under lemon law. Reeves v. Morelli-Hoskins Ford, Inc., 609 A.2d 828, 415 Pa.Super. 431, 1992.

1. Purchaser

Statutory definition of "purchasers" under lemon law limits "purchasers entitled" to relief to persons who retain possession and ownership of vehicle in question. Reeves v. Morelli-Hoskins Ford, Inc., 609 A.2d 828, 415 Pa.Super. 431, 1992.

Only a person who owns and possesses motor vehicle used primarily for person-

2. Repossession

Under lemon law, manufacturer of allegedly defective automobile had no duty to refund full purchase price to buyer of car where car had been repossessed by bank as a result of buyer's failure to make installment payments. Reeves v. Morelli-Hoskins Ford, Inc., 609 A.2d 828, 415 Pa.Super. 431, 1992.

§ 1956. Presumption of a reasonable number of attempts

It shall be presumed that a reasonable number of attempts have been undertaken to repair or correct a nonconformity if:

- (1) the same nonconformity has been subject to repair three times by the manufacturer, its agents or authorized dealers and the nonconformity still exists; or

(2) the vehicle is out-of-service by reason of any nonconformity for a cumulative total of 30 or more calendar days.

1984, March 28, P.L. 150, No. 28, § 6, effective in 60 days.

§ 1957. Itemized statement required

The manufacturer or dealer shall provide to the purchaser each time the purchaser's vehicle is returned from being serviced or repaired a fully itemized statement indicating all work performed on said vehicle including, but not limited to, parts and labor. It shall be the duty of a dealer to notify the manufacturer of the existence of a nonconformity within seven days of the delivery by a purchaser of a vehicle subject to a nonconformity when it is delivered to the same dealer for the second time for repair of the same nonconformity. The notification shall be by certified mail, return receipt requested.

1984, March 28, P.L. 150, No. 28, § 7, effective in 60 days.

§ 1958. Civil cause of action

Any purchaser of a new motor vehicle who suffers any loss due to nonconformity of such vehicle as a result of the manufacturer's failure to comply with this act may bring a civil action in a court of common pleas and, in addition to other relief, shall be entitled to recover reasonable attorneys' fees and all court costs.

1984, March 28, P.L. 150, No. 28, § 8, effective in 60 days.

Notes of Decisions

Dealer's liability 5
Entitlement to relief 4
Jurisdiction 2
Pleading 3
Purchaser 1

1. Purchaser

Lessor of automobile is not "purchaser" within meaning of this section and therefore does not have right or responsibility for bringing action under this section. *Industrial Valley Bank and Trust Co. v. Howard*, 533 A.2d 1055, 368 Pa.Super. 263, 1987, appeal denied 549 A.2d 136, 520 Pa. 576.

2. Jurisdiction

This section did not divest district court of jurisdiction over buyer's action against automobile manufacturer based on diversity jurisdiction. *Robinson v. Hyundai Motor America*, 1988, 683 F.Supp. 515.

3. Pleading

Automobile buyer stated cause of action against manufacturer under this section; buyer alleged that failure rate of automobile's brake system went far beyond ordinary wear and tear that buyer would expect to be excluded from manufacturer's warranty, that failure rate was dangerous, that failure came without adequate warning, and that repairs made under warranty did not cure defect. *Robinson v. Hyundai Motor America*, 1988, 683 F.Supp. 515.

4. Entitlement to relief

Buyers of automobile who showed that it had a nonconformity which had not been repaired in 60 days were entitled to refund of purchase price, including collateral charges, and attorney fees. *Gambrill v. Alfa Romeo, Inc.*, E.D.Pa. 1988, 696 F.Supp. 1047, affirmed 877 F.2d 54.

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Buyer prove manuf tled to rill v. F.Supp.

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DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF TITLE FOR A VEHICLE

8,769

762190012002082-001

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER
1FTE11H11KA96050	96	FORD	52196070302 SM

FK	0	AZ	9/03/98	032597	0
BODY TYPE	DUP	SEAT CAP	PRIOR TITLE STATE	ODOM. PROCD. DATE	ODOM. MILES &

DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR	GVWR	TITLE BRANDS
7/10/98	9/03/98	4,047	6,100		

REGISTERED OWNER(S)	ODOMETER STATUS
TAMI L SMITH	0 - ACTUAL MILEAGE
130 ROBINSON ST	1 - MILEAGE EXCEEDS THE MECHANICAL
DU BOIS PA 15801	UNITS

REGISTERED OWNER(S)	ODOMETER STATUS
TAMI L SMITH	0 - ACTUAL MILEAGE
130 ROBINSON ST	1 - MILEAGE EXCEEDS THE MECHANICAL
DU BOIS PA 15801	UNITS

REGISTERED OWNER(S)	ODOMETER STATUS
TAMI L SMITH	0 - ACTUAL MILEAGE
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DU BOIS PA 15801	UNITS

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DU BOIS PA 15801	UNITS

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

REGISTERED OWNER(S)
TAMI L SMITH
130 ROBINSON ST
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

TIMBERLAND FCU

Timberland
Federal Credit Union

FIRST LIEN RELEASED

7/24/99

DATE

BY

AUTHORIZER REPRESENTATIVE

MAILING ADDRESS

TIMBERLAND FCU
821 BEAVER DR
DU BOIS PA 15801

BY

AUTHORIZED REPRESENTATIVE



BRADLEY L. HATTERY

Secretary of Transportation

I certify as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN TO BEFORE ME

SIGNATURE OF PERSON ADMINISTERING OATH

SIGN IN PRESENCE OF A NOTARY

The undersigned hereby makes application for Certificate of Title to the vehicle described above, subject to the encumbrances and other legal claims set forth here.

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

When applying for title with a purchaser other than your spouse, check one of the following. If no block is checked, title will be issued as Tenants in Common.
A. Joint Tenants with Right of Survivorship (on death of one owner, title goes to the surviving owner).
B. Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate).

1ST LIEN DATE

1ST LIEN HOLDER

STREET

CITY

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

2ND LIEN HOLDER

STREET

CITY

FINANCIAL INSTITUTION NUMBER

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

PE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.
WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

ASSIGNMENT OF TITLE - Registered dealers must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.

I/We certify, to the best of my/our knowledge that the odometer reading is 46,652 TENTHS miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits ☐ Is NOT the actual mileage
WARNING: Odometer discrepancy
I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.

PURCHASER OR FULL BUSINESS NAME: Wasko's Autoland
CO-PURCHASER: Wasko's Autoland
STREET ADDRESS: Indra Rd B23 and 119
CITY: RODNEY
STATE: OR ZIP: 97138 PURCHASE PRICE OR DIN: 86-1868354

SUBSCRIBED AND SWORN TO BEFORE ME: MO. 7 DAY 26 YEAR 99
PURCHASER SIGNATURE: [Signature]

SIGNATURE OF PERSON ADMINISTERING OATH: Tammy L. Wolfe, Sec'y
DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED.
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE: [Handprint]
SIGNATURE OF CO-PURCHASER: [Signature]
SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE: [Handprint]
SIGNATURE OF CO-SELLER: [Signature]

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER - I/We certify, to the best of my/our knowledge that the odometer reading is 46,652 TENTHS miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
☐ Reflects the amount of mileage in excess of its mechanical limits ☐ Is NOT the actual mileage
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SUBSCRIBED AND SWORN TO BEFORE ME: MO. 7 DAY 26 YEAR 99
PURCHASER SIGNATURE: [Signature]
CO-PURCHASER SIGNATURE: [Signature]
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE: [Handprint]
SIGNATURE OF SELLER: [Signature]
SELLER MUST HANDPRINT NAME HERE: [Handprint]

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER - I/We certify, to the best of my/our knowledge that the odometer reading is 46,652 TENTHS miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
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PURCHASER SIGNATURE: [Signature]
CO-PURCHASER SIGNATURE: [Signature]
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE: [Handprint]
SIGNATURE OF SELLER: [Signature]
SELLER MUST HANDPRINT NAME HERE: [Handprint]

RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER - I/We certify, to the best of my/our knowledge that the odometer reading is 46,652 TENTHS miles and reflects the actual mileage of the vehicle, unless one of the following boxes is checked:
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SUBSCRIBED AND SWORN TO BEFORE ME: MO. 7 DAY 26 YEAR 99
PURCHASER SIGNATURE: [Signature]
CO-PURCHASER SIGNATURE: [Signature]
PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE: [Handprint]
SIGNATURE OF SELLER: [Signature]
SELLER MUST HANDPRINT NAME HERE: [Handprint]

DO NOT NOTARIZE UNLESS SIGNED IN PRESENCE OF A NOTARY AND PURCHASER'S NAME IS LISTED AND SELLER IS A DEALER
CHECK HERE IF APPLICATION FOR DEALER TITLE AND COMPLETE SECTION D. TITLING FEES \$ 100.00

ALL SELLERS SIGNATURES ON THIS SIDE MUST BE NOTARIZED. SIGN ONLY IN THE PRESENCE OF AN OFFICER EMPOWERED TO ADMINISTER OATHS.

WASKO'S AUTOLAND OF DUBOIS

INTERSECTION OF RTs 119 AND 321

DUBOIS, PA 15801

(814) 375-7488

P.S.A. EXPLAINED

S.S.A.N.

DEAL JACKET

ACVX

RX

101

D.O.B.

WORK SHEET

Date: _____ Salesman: Mike

Stock No: W1036A Home Phone: _____

Mileage: 46673 Work Phone: _____

Customer Name: EDWARD I & ANNETTE EDDY

Address: 753 WALNUT AVE. BARNESBORO PA 15714

N-U-F _____ Year: 90 Make: FORD Model: F150

Color: _____ Body: EDDIE Serial: 1FTEX14H1TKA46050

GVWR _____ GVW _____ PAYLOAD _____

Trade: _____ Year: 95 Make: FORD Model: Ranger

Cyl: _____ Body: SCAB Serial: 1FTCR15U58TA19486

Mileage: 88 Buick Century SDN.

164AH51W3064036 miles: 83629

Cherry 9950.00

\$17400.00

10000.00

7400.00

\$8990.00

money Diff

Veh. Price		
Added Equip.		
Rustproof		
Ext. Warranty		
Rebate		
Total Veh. Price	21900	
Used Veh. Allow	13955.00	
Cash D/H.	7944.34	
Sales Tax 6%	476.66	
Highway Fees	79	
Unpaid Bal.	8500	
Payoff		
Lien Holder		
TOTAL		
Cash Down		
Balance Due		

Ins. Agent:			
Address:			
Phone:			
COPIES:	Drivers	Owners	Ins.
	License:	Card:	Card:

You may exchange credit information about me with others. You may request a credit report on me and I ask you will tell me the name and address of the consumer reporting agency that furnished it. If you update, renew or extend my loan, you may request a new credit report without telling me.

NOTE: By signing this application, you will authorize both above dealer and Lender named above, to whom your Contract may be assigned, to check your credit.

SIGNATURE OF APPLICANT

SIGNATURE OF JOINT APPLICANT, IF APPLICABLE

972684GT3870 PS 7/98

with carbon

Adams

GT3870

3 Part

R.O 287

Super George, Inc.
DBA Wasko's Autoland
RD #1 Box 357A
DuBois, PA 15801

AUTO REPAIR ORDER

Internal

NAME	Wasko's Autoland
ADDRESS	RD 1 Box 357A
CITY, STATE	DuBois PA 15801

QUAN.	PART NO.	NAME OF PART	PRICE	CUSTOMER'S INFORMATION			
2	12X18	Black Flaps	20.00	DATE	CUSTOMER'S ORDER NO.	WHEN PROMISED	PHONE
1	92068	rent shade	46.00	7-27-99	W036A		
				YEAR • MAKE • MODEL	(Black) 96 Ford F150	SERIAL NO. 1FTEX14H1TKA46050	
				LICENSE NO.	46.673	MOTOR NO.	WRITTEN BY Tracy
				<input type="checkbox"/> LUBE <input type="checkbox"/> OIL CHANGE <input type="checkbox"/> FLUSH TRANS. <input type="checkbox"/> FLUSH DIFF. <input type="checkbox"/> WASH <input type="checkbox"/> POLISH			
				.75 labor 2.00			
				installed 4 Mud Flaps .5 14.00			
		sticker A19 8115782	2.00				
		Stripe 45.00					
		Burn Doc 35.00					
		Clean up 150.00					
TOTAL PARTS			666.00				
MECHANICS RECOMMENDATIONS				GAS, OIL & GREASE		ACCESSORIES	
				LABOR ONLY			
				GALS. GAS		PARTS	
				QTS. OIL		ACCESSORIES	
				LBS. GREASE		GAS, OIL, & GREASE	
				TOTAL GAS OIL & GREASE		MISC. MERCHANDISE	
				<input type="checkbox"/> RETAIN PARTS		SUBLET REPAIRS	
				<input type="checkbox"/> DESTROY PARTS		TAX	
ESTIMATE AMOUNT • PARTS & LABOR				AUTHORIZED BY		TOTAL	
						84.00	

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR, TRUCK OR VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE CAR, TRUCK OR VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREON.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

TEARDOWN ESTIMATE - I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN _____ DAYS OF THE DATE SHOWN IF I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED.

1. I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$_____.

3. I do not want an estimate.

AUTO REPAIR ORDER

3 Part

AUTO REPAIR ORDER

GT3870 PS 7/96

with carbon

Adams

GT3870

3 Part

90 #307

5.8 V8

AUTO REPAIR ORDER

Internal
SubmittalSuper George, Inc.
DBA Wasko's Autoland
RD #1 Box 357A
DuBois, PA 15801

Revised

NAME	Edward Ebbs
ADDRESS	753 Walnut St
CITY, STATE	Barnesboro PA 15714

QUAN.	PART NO.	NAME OF PART	PRICE	CUSTOMER'S INFORMATION			
2	54020	Brake Rotors	147.30	DATE	CUSTOMER'S ORDER NO.	WHEN PROMISED	PHONE
				7-23-99	RO 307	7-23-99	
				YEAR • MAKE • MODEL	Edgie	SERIAL NO.	
				95 FORD F150	Bauer	MOTOR NO.	
				LICENSE NO.	2E0-9440	ODOMETER	46,999
				WRITTEN BY Tracy			
				<input type="checkbox"/> LUBE <input type="checkbox"/> OIL CHANGE <input type="checkbox"/> FLUSH TRANS <input type="checkbox"/> FLUSH DIFF. <input type="checkbox"/> WASH <input type="checkbox"/> POLISH			
				✓ FRONT ROTORS PULSED (2.1) R3R FRONT ROTORS ✓ BATTERY HOLD DOWN REPLACE HOLD DOWN BRACKET (5) R3R LEFT REAR L.C. LAMP ASSY AND REWIRE (6) INSTALL SCREWS IN BUG SHIELD (3) CHECK REAR DRUMS (OK) (5) ✓ AIR CLEANER HOUSING BROKEN WILL TRY TO LOCATE ONE (1.0)			
				GAS, OIL & GREASE		ACCESSORIES	
				LABOR ONLY		114 80	
				PARTS		147 30	
				ACCESSORIES			
				GAS, OIL, & GREASE			
				MISC. MERCHANDISE			
				SUBLET REPAIRS			
				TOTAL		262 10	
				ESTIMATE AMOUNT • PARTS & LABOR			

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR, TRUCK OR VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE CAR, TRUCK OR VEHICLE TO SECURE THE AMOUNT OF REPAIRS THEREON.

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1. I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate.

Adams GT3870

AUTO REPAIR ORDER

PS 7/98

with carbon

Adams

GT3870

3 Part

23496

AUTO REPAIR ORDER

Super George, Inc.
 258340
 RD #1 Box 357A
 DuBois, PA 15801

NAME	Ed Ebbs
ADDRESS	753 Walnut Street
CITY, STATE	Barnesboro PA 15714

QUAN.	PART NO.	NAME OF PART	PRICE	CUSTOMER'S INFORMATION			
1	8351PR	Brake line	3 54	DATE	CUSTOMER'S ORDER NO.	WHEN PROMISED	PHONE
1	258340	Adaptor	3 16	7-29-99		7-29-99	N/A
				YEAR • MAKE • MODEL	SERIAL NO.	MOTOR NO.	
				95 FORD Ranger	FTCR15U5STA19486		
				LICENSE NO.	ODOMETER	WRITTEN BY	
					48,120	Tracy	
				<input type="checkbox"/> LUBE <input type="checkbox"/> OIL CHANGE <input type="checkbox"/> FLUSH TRANS. <input type="checkbox"/> FLUSH DIFF. <input type="checkbox"/> WASH <input type="checkbox"/> POLISH			
				CHECK LUBELY BRAKES FIELD FOUND LEFT ROAR BRAKE LINE BROKEN OFF. RGR LINE & FITTINGS (1.5) BLEED BRAKES ROAD TEST (OK)			
				GAS, OIL & GREASE		ACCESSORIES	
				LABOR ONLY		48 00	
				PARTS		6 70	
				ACCESSORIES			
				GAS, OIL, & GREASE			
				MISC. MERCHANDISE			
				SUBLET REPAIRS			
				TOTAL GAS OIL & GREASE			
				<input type="checkbox"/> RETAIN PARTS <input type="checkbox"/> DESTROY PARTS		TOTAL ACCESSORIES	
				AUTHORIZED BY		TAX	
				ESTIMATE AMOUNT • PARTS & LABOR		TOTAL 48 70	

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR, TRUCK OR VEHICLE HEREIN DESCRIBED ON STREETS, HIGHWAYS OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANICS LIEN IS HEREBY ACKNOWLEDGED ON ABOVE CAR, TRUCK OR VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.
 TEARDOWN ESTIMATE - I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN _____ DAYS OF THE DATE SHOWN IF I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED.

1. I request an estimate in writing before you begin repairs.
2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
3. I do not want an estimate.

Adams GT3870

AUTO REPAIR ORDER

3 Part

RO # ~~610~~ 326 A

Wascko's Autoland
RD 1 Box 357A
Dubois PA 15801

AUTO REPAIR ORDER Internal

NAME Wasko's Autoland
ADDRESS RD 1 Box 357A
CITY, STATE Dubois PA 15801

[illegible]

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR, TRUCK OR VEHICLE HEREIN DESCRIBED ON HIGHWAYS, OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE CAR, TRUCK OR VEHICLE TO SECURE THE AMOUNT OF REPAIRS HEREIN.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

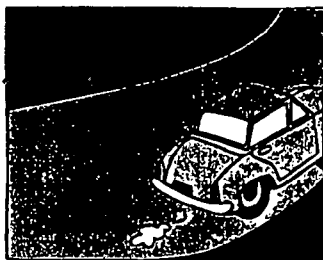
TEARDOWN ESTIMATE - I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN _____ DAYS
OF THE DATE SHOWN IF I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED.

I request an estimate in writing before you begin repairs.

2. Please proceed with repairs, but call me before continuing if the price will exceed \$

3. I do not want an estimate

AUTO REPAIR ORDER



Butler Auto Auction

AS-IS MARKET REPORT

NOVEMBER 18, 1999 RESULTS

B UICK

1995 SKYLARK	2D	83	S	AC4GA	1850
1993 CENTURY	4D	73	S	EWAC6GA	3450
1993 LESABRE	4D	125	S	AC6GA	3600
→ 1989 CENTURY	4D	140		6GA	400
1989 REGAL	2D	93	S	AC6GA	1950
1989 SKYLARK	4D	73	S	AC4GA	1075
1986 REGAL	2D	69		8GA	425

C ADILLAC

1993 DEVILLE	4D	106	SCCL	ESEWAC8GA	4800
1987 DEVILLE	4D	98	SCCL	ESEWAC8GA	2150
1986 SEVILLE	4D	36	SCCL	ESEWAC8GA	3050
1985 FLEETWOOD	4D	153		8GA	400

C HEVROLET

1994 CORSICA	4D	115	S	AC6GA	1450
1993 CAVALIER	4D	102	S L	AC4GA	600
1992 BERETTA	2D	158	SCCL	EWAC6GA	1550
1992 LUMINA EURO	4D	116	SCCL	ESEWAC6GA	2100
1992 LUMINA EURO	4D	104	SCCL	EWAC6GA	1925
1991 CAVALIER	4D	127	S	AC4GA	650
1989 CAVALIER	SW	24	SCC	AC4GA	600
1988 CAVALIER	4D	84		4G	225
1988 NOVA	4D	118	S	AC4GA	800
1988 SPRINT	2D	85		3GA	375
1987 CAVALIER	2D	29		4GA	100
1987 CELEBRITY	2D	118	S	AC6GA	475
1986 CAPRICE	2D	57		8GA	275
1986 NOVA	4D	98	S	4GA	450
1981 CHEVETTE	2D	62		4GA	150

C HRYSLER

1997 SEBRING JXI	2D	112	SCCLSRESEWAC6GA		6750
1993 FIFTH AVENUE	4D	93	SCCL	ESEWAC6GA	2625
1988 NY LANDAU LA	4D	70	S	6GA	625
1987 LEBARON	4D	0	S	AC4GA	475
1986 LEBARON	4D	86	S	AC4GA	225
1985 FIFTH AVENUE	4D	81	SCCL	EWAC8GA	700

D ODGE

1998 INTREPID	4D	29	SCCL	ESEWAC6GA	11500
1996 STRATUS	4D	64	SCCL	EWAC4GA	2250
1994 SPIRIT	4D	115	SCC	AC4GA	1425
1993 SPIRIT	4D	73	S	AC4GA	2500
1992 MONACO	4D	94	SCCL	EWAC6GA	450
1988 SHADOW	4D	110	S	4GA	375

E AGLE

1991 SUMMIT	4D	72	S	AC4GA	100
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F ORD

1995 ASPIRE	2D	38		4G6	2500
1994 TEMPO	4D	60	S L	AC4GA	1700
1992 TAURUS	SW	83	SCCL	ESEWAC6GA	2025
1991 ESCORT	2D	60	S	AC4G5	400

1990 PROBE	2D	100	SCCL	EWAC6GA	1400
1989 CRN VIC LX	4D	105	SCCL	AC8GA	1175
1988 TAURUS	4D	76	S	AC4GA	800
1987 CRN VIC	4D	28	S	8GA	350
1987 CROWN VICTOR	4D	55	S	AC8GA	225
1987 TAURUS	4D	9		6GA	325
1984 CRWN VICTORI	SW	11	S	AC8GA	400
1984 MUSTANG	2D	39	S	AC6GA	275

L INCOLN

1989 TOWN CAR	4D	1	SCCL	ESEWAC8GA	800
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M ERcury

1992 SABLE	4D	80	SCCL	EWAC6GA	875
1991 TRACER	4D	22	S	4G5	450
1988 TRACER	SW	125	S	4GA	525
1985 COUGAR	2D	37	S	EWAC6GA	350

O LDSMOBILE

1994 CUTLASS	4D	107	S	AC6GA	2050
1988 CUTLASS	2D	151		6GA	650
1988 DELTA 88 ROY	4D	100	SCCL	EWAC6GA	1500
1986 CIERA	4D	19	S	AC6GA	425

P LYMOUTH

1996 NEON	4D	42	S	AC4GA	3300
1994 ACCLAIM	4D	74	SCC	AC6GA	2100
1993 ACCLAIM	4D	149	SCC	AC4GA	450
1993 SUNDANCE	4D	107	S	AC4GA	500
1991 LASER	2D	98	SCCLSR	EWAC4GA	2000
1987 SUNDANCE	4D	124		4G	200
1986 RELIANT	4D	70	S	4GA	350

P ONTIAC

1992 GRAND PRIX	4D	82	S	AC6GA	2750
1990 SUNBIRD	4D	67	S	AC4GA	1900
1989 GRAND AM	4D	62	SCCL	AC4GA	1000
1988 LEMANS	4D	91	S	4G4	125
1988 SUNBIRD	2D	104		4GA	350
1985 FIREBIRD	2D	77		6GA	175

A UDI IMPO

1987 5000	4D	137	SCCLSRESEWAC5G5		800
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G EO IMPO

1995 PRIZM	4D	68	S	AC4GA	2450
1992 METRO	2D	63		AC3G5	1025
1992 PRIZM	4D	95	S	AC4GA	1625

H ONDA IMPO

1988 ACCORD	4D	148	S	AC4GA	625
1988 CIVIC CRX	2D	71	S	4G5	625
1987 ACCORD	4D	148		4GA	100
1986 ACCORD	4D	126	SCCL	EWAC4GA	500
1986 ACCORD	2D	105	S	4G5	375

H YUNDAI IMPO

1996 ACCENT	2D	74	S	4G5	800
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M AZDA IMPO

NUMBERS 1-20 ARE AUTOMATICALLY RERUN AFTER # 40

AFTER SALE DRAWING/ALL AS-IS UNITS WELCOME/ALL RERUNS ARE OPTIONAL/FREE REGISTRATION

76 450 SL	2	163
MITSUBISHI		
90 GALANT	4	132
NISSAN		
96 ALTIMA	4	49
96 SENTRA	4	82
95 PU A14	2	98
94 PU A14	2	170
93 SENTRA	4	102
93 PFINDER 4X4	4	118
92 PU A14	2	71
92 SENTRA	2	95
92 MAXIMA	4	111
92 SENTRA	2	172
91 PU A14	2	69
90 SENTRA	2	75
90 PATFINDER	4	117
90 240SX	2	131
87 STANZA	4	139
87 PFINDER 4X4	2	141
87 MAXIMA	4	223
87 PFINDER 4X4	2	234
SAAB		
89 900	4	196

90 SUNBEIRD	2	80	1475
90 GRAND AM	4	98	1175
90 GRAND PRX	2	143	700
89 SUNBEIRD	2	66	1750
89 GRAND AM	4	136	1100
88 GRAND PRX	2	81	1400
88 SUNBEIRD	2	98	400
88 6000	4	101	675
88 ST NEVILLE	4	153	535
88 SUNBEIRD	2	166	675
87 FIREBIRD	2	89	900
87 FIREBIRD	2	99	850
85 SUNBEIRD	2	93	300
85 PARISienne	4	96	650
85 6000	4	103	450
778 FIREBIRD	2	6	1300

SATURN

95 SL1 SDE

4

73

4050

92 SL1 SDE

4

113

1950

91 SL1 SDE

4

89

2300

FOREIGN

ACURA

93 INTEGRA

2

121

3450

90 INTEGRA

4

154

2350

89 CUT SUP	2	117	900
88 CIRA	2	60	1250
88 CIRA	4	95	400
86 CALAIS	4	95	700
85 CUT SUP	2	72	825

PLYMOUTH			
99 NEON	4	7	8000
98 NEON	4	32	6550
98 BREZE	4	33	8100
98 BREZE	4	36	7000
98 NEON	4	39	5800
97 G VOYAGER	4	35	12000
96 NEON	4	48	5100
96 VOYAGER	4	52	9200
95 VOYAGER	4	90	5000
95 NEON	4	46	4800
95 NEON	4	47	4350
95 NEON	4	56	3100
95 VOYAGER	3	89	5700
94 VOYAGER	3	74	2900
94 VOYAGER	3	89	3950
94 VOYAGER	3	94	2450
94 SUNDAUCE	4	110	1600
92 ACCLAIM	4	87	1450
92 ACCLAIM	4	125	1250
91 VOYAGER	3	90	1250
91 VOYAGER	3	166	1450

97 CROWN VIC	4	75	9500
98 CONTOUR	4	53	3800
99 ESCORT	4	65	3750
996 AROSTAR	3	124	3800
996 MUSTANG	2	51	8650
995 CONTOUR	2	67	3350
995 WINDSTAR	3	81	5200
994 4 T BIRD	2	40	6350
994 TAURUS	4	73	3300
994 TEMPO	4	118	1300
993 TEMPO	2	21	700
993 TAURUS	2	21	1100
993 PROBE	2	73	1150
993 AROSTAR	3	75	3150
993 CROWN VIC	4	79	3700
993 TAURUS	4	96	2200
993 TAURUS	4	99	2200
993 TAURUS WGN	4	126	1400
993 PROBE	2	173	650
992 TAURUS WGN	4	62	2300
991 AROSTAR	3	44	575
991 AROSTAR	3	67	2950
991 ESCORT	2	92	875
990 TAURUS	4	39	525
990 CROWN VIC	4	10	800
990 CROWN VIC	4	15	725
990 ESCORT	4	27	300
990 CROWN VIC	4	91	1450
990 TRBD	2	107	1300

	M	
91 ASTRO	3	96
91 CORBICA	4	100
91 CAMARO	2	121
91 CAP WGN	4	126
91 CAVALIER	4	126
90 CAVALIER	2	49
90 CORBICA	4	115
90 LUMINA	4	138
90 LUMINA APV	3	142
89 ASTRO	3	83
89 ASTRO	3	102
89 CORBICA	4	132
89 CELEBRITY	4	140
89 CELEBRITY	4	163
89 CORBICA	4	177
88 BEETTA	2	88
88 CAPRICE	4	91
88 CAVALIER	2	94
88 BEETTA	2	111
88 CELEBRITY	4	136
87 ASTRO	3	12
86 CAMARO	2	29
86 M CARO	2	46

CHRYSLER

95 CIRRUS	4	57	7000
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BUICK				
97 LESABRE	4	53	9500	
96 NIVARA	2	16	11350	
95 PARK AVE	4	86	6000	
94 CENTURY	4	64	5300	
94 LESABRE	4	109	3200	
93 LESABRE	4	85	3000	
93 PARK AVE	4	97	3800	
92 LESABRE	2	66	2500	
92 REGAL	4	80	3500	
92 SKYLARK	4	80	1600	
92 SKYLARK	4	83	2050	
92 SKYLARK	4	99	2050	
92 PARK AVE	4	101	2750	
91 CENTURY	4	98	1800	
91 PARK AVE	4	125	1700	
91 PARK AVE	4	127	2900	
91 LESABRE	4	132	820	
90 REGAL	2	64	1900	
90 REGAL	2	87	2200	
90 SKYLARK	4	88	2300	
90 REGAL	2	90	2275	
90 REGAL	2	127	6750	
89 SKYLARK	2	60	1750	
89 REGAL	2	89	1300	
89 SKYLARK	2	112	700	

SUBARU			
93 LEGACY 4x4	4	108	
84 BRAT 4x4	2	79	
TOYOTA			
92 PASEO	2	61	
91 COROL WOM	4	119	
90 COROLLA	4	80	
90 CELICA	2	84	
89 CAMRY	2	121	
87 COROLLA	2	117	
87 PICKUP 4x4	2	137	
VOLKSWAGEN			
90 FOX	2	88	
90 PASSAT	4	113	
69 BEETLE	2	57	
VOLVO			
90 740	4	123	
89 740 GLE	4	128	

BANK REPO'S

D 9:30 am

ing - Car Temps

M & T Bank

One

ent - A Car

Fleet Lease for details

BMW

7 740 II 4 62 37400

HONDA

FLEET LEASE

WEEKLY LEASE

**Associates Lease
Key Bank and
Ban
Enterprise**

Call our customer service

1980 VOYAGER	3	91	650
1988 VOYAGER	3	132	1025
1987 VOYAGER	3	190	400

PONTIAC

777 BIRD	2	129	500
GEO			
7 PRIZM	4	38	5900
6 METRO	2	35	2500
5 TRUCK 4X4	2	90	2600
4 METRO	2	84	900
4 TRUCKER	2	93	2300
3 TRUCKER	2	71	3300
2 STORM	2	95	1275
2 STORM	2	136	775
1 TRUCK 4X4	2	10	2950
1 STORM	2	53	1375
LINCOLN			
4 CONTINER'L	4	100	3600
4 TOWN CAR	4	127	3500
3 TOWN CAR	4	87	4050
2 CONTINER'L	4	133	1750
2 CONTINER'L	4	82	800
5 TOWN CAR	4	48	1100
MERCURY			

DODGE	
94 LHS	4 106 3100
94 LHS	4 128 3350
93 5TH AVE	4 101 2625
91 LEBARON	4 86 2300
91 5TH AVE	4 104 2400
90 5TH AVE	4 83 2500
89 NEW YORK	4 143 3500
88 LEBARON	2 106 500
88 NEW YORK	4 175 500
84 NEW YORK	4 102 1050
DODGE	
97 INTREPID	4 54 7100
97 INTREPID	4 72 5700
96 INTREPID	4 73 4900
95 CARAVAN	3 52 5350
95 NTON	4 70 2600
95 NTON	4 81 2850
95 NTON	3 120 1450
95 CARAVAN	3 30 3400
95 INTREPID	4 110 2400
92 STEALTH	2 65 6350
92 STEALTH	2 77 1450
92 SHADOW	4 111 1300
91 SPIRIT	4 111 1300

CADILLAC				CHEVROLET			
88 REGAL	2	83	1575	98 CAVALIER	2	12	113000
88 CERVICO	4	91	3755	98 LUMINA	4	34	8600
87 CERVICO	4	93	3755	98 CAVALIER	4	33	5700
87 LEAPR	4	134	6000	97 ASTRO	3	35	13700
86 REGAL	2	70	6355	97 LUMINA	4	56	5700
86 REGAL	2	70	6355	97 ASTRO	3	74	9500
86 PARK AVE	4	122	6000	97 LUMINA	4	135	3800
				96 BERETTA	2	78	3350
				96 CORSETA	4	89	2800
				96 CAVALIER	2	93	4300

COMMERCIALS		CHEVROLET	
98	810	2	40
97	C1500	2	15
97	LIGHT DUTY	2	50
96	2500	2	38
96	BLAZER	2	51
95	20	3	48
95	BLAZER	4	74
95	BLAZER 4X4	4	74
95	BLAZER	4	78
95	SILVERA 4X4	2	81
95	20	3	114
94	810	2	69
93	810 BLAZ	3	510
93	810 BLAZ 4X4	4	58
93	810 BLAZ 4X4	4	62
93	SILVER 1500	2	104
93	810 BLAZER	2	110
92	VAN 20	3	75
92	SILVERA 4X4	2	105
91	810 4X4	3	71
91	TABOS 4X4	2	95
91	BLAZER 4X4	2	107
90	SILVERA 4X4	2	123
90	VAN 20	3	0
89	CHEV 4X4	2	52
89	VAN 20	3	94
89	VAN 20	3	94

HYUNDAI				
6 CHR	600	F3 1	11	3000
4 ACCORD	4	43	8300	
3 ACCORD	4	62	6100	
3 CIVIC	4	67	4600	
1 CIVIC	2	101	950	
1 ACCORD	4	132	2650	
8 CIVIC	4	118	600	
INFINITI				
5 330	4	70	9000	
JAGUAR				
5 XJ6	4	92	2300	
1 XANDER	4	65	2300	
MAZDA				
B2300	2	56	3350	
626	4	76	5150	
626	4	94	2300	
MPV	3	143	2900	
MX3	2	153	1850	
NAVAJO 414	2	7	1050	

8	SURFIRE	4	25	11500
7	GRAND AM	4	37	7350
7	GRAND AM	4	70	4500
7	BORNEVILLE	4	99	6950
6	GRAND AM	2	46	5150
6	GRAND AM	4	76	4800
6	GRAND AM	4	79	3200
6	GRAND AM	4	96	4000
5	GRAND AM	4	23	7300
5	FIREFEED	2	47	3000
5	GRAND PRIZ	4	86	4000
5	BORNEVILLE	4	89	4950
4	GRAND AM	2	94	3450
4	GRAND PRIZ	4	103	2950
3	BORNEVILLE	4	91	3050
3	GRAND AM	2	96	3200
3	BORNEVILLE	4	108	4500
3	GRAND AM	4	109	1675
3	BORNEVILLE	4	112	3050
2	GRAND PRIZ	2	77	4800
2	GRAND AM	2	82	3100
2	STUBBER	2	101	1525
2	PIANEIRD	2	107	2150
2	GRAND AM	2	123	800
1	BORNEVILLE	4	58	2975
1	GRAND PRIZ	4	106	1400
1	TRANSPORT	3	109	2200
1	GRAND AM	2	117	775
1	GRAND AM	2	128	800

TRACER	4	46	3700
SABLE	4	65	3700
10PAZ	4	57	2650
SABLE	4	89	2450
VILLAGER	3	114	3800
TOPAZ	4	6	375
TOPAZ	4	81	425
TOPAZ	4	94	1100
COUGAR	2	135	750

OLDSMOBILE			
CUT SUP	2	50	8550
ACHIEVA	4	72	4050
CUT SUP	4	66	4950
CIRCA	4	98	2000
88	4	96	3500
CUTLASS	4	145	1800
88	4	67	4700
CUT SUP	2	68	2700
CUT SUP	2	90	3500
ACHIEVA	4	91	2050
CUT SUP	2	114	2200
BRAVADA	4	135	3300
CUTLASS	4	85	2450
CALAIS	4	124	600
SILVERDOTE	3	129	475
CUT SUP	4	0	1100
CUT SUP	2	128	1475

EAGLE			
20 SPIRIT	4	37	1500
90 CARVAM	3	67	650
000 OHRT	4	105	475
99 DYEAL FT	4	140	450
99 CARVAM	3	154	675
99 CARVAM	3	176	350
98 SHADOW	2	51	1125
98 DYEAL FT	4	75	850
98 CARVAM	3	123	800
98 SHADOW	4	124	500
98 DAYTONA	2	125	400
96 CARVAM	3	72	1250

FORD			
88 COUNTRY	4	25	8550
88 ESCORT	4	27	7750
88 WINDSTAR	3	103	6500
88 WINDSTAR	3	104	6650
87 COUNTRY	4	38	6950
77 ASTIRE	2	39	1150

95 CAVALIER	2	48	4054
95 M CARLO	2	49	6900
95 BERETTA	2	54	3800
95 BERETTA	2	65	3900
95 LUMINA	4	83	2900
95 LUMINA APV	3	88	4200
95 LUMINA	3	92	3400
95 ASTRO	2	102	4100
95 M CARLO	4	114	2650
95 LUMINA	4	114	2100
95 CAVALIER	4	114	2100
94 CAVALIER	2	60	2650
94 CAMARO	2	89	3650
94 CAVALIER	2	90	2500
94 CAVALIER	2	104	1700
94 CAVALIER	4	136	1700
93 CAVALIER	2	75	2725
93 LUMINA	4	86	3350
93 CAVALIER	4	93	2200
93 CORBICA	4	112	1525
93 CORBICA	4	115	1025
92 CAMARO	2	75	1700
92 LUMINA	2	75	1900
92 CORBICA	4	76	1900
92 LUMINA	2	80	1300
91 CAVALIER	4	51	1150
91 CORBICA	4	66	1325
91 CAVALIER	2	81	1775
91 LUMINA APV	3	82	3400

FLEET LEASE & BANK REPO'S

WEEKLY Lane D 9:30 am

Associates Leasing - Car Temps
Key Bank and M & T Bank
Bank One
Enterprise Rent-A-Car

Call our customer service or Fleet Lease for details

MARKET REPORT ADESSA - MICER

**LAW OFFICES
OF
DWIGHT L. KOERBER, JR.**

**Attorneys at Law
110 North Second Street
P. O. Box 1320
Clearfield, PA 16830**

**Dwight L. Koerber, Jr.
Cynthia B. Stewart**

**Telephone (814) 765-9611
Facsimile (814) 765-9503**

March 8, 2001

VIA HAND DELIVERY

**Marcy Kelley, Deputy Court Administrator
OFFICE OF COURT ADMINISTRATOR
46TH JUDICIAL DISTRICT OF PA
CLEARFIELD COUNTY COURTHOUSE
230 East Market Street, Ste. 228
Clearfield, PA 16830**

**Re: Edward Ebbs and Annette Ebbs vs.
Super George, Inc., t/d/b/a
Wasko's Autoland
Docket No. 00-431-CD**

Dear Ms. Kelley:

Enclosed please find the original Pre-Trial Statement, which is submitted on behalf of the Plaintiffs in the above-referenced arbitration case scheduled for Thursday, March 15, 2001. As set forth in the Certificate of Service, copies have been forwarded to opposing counsel and the Board of Arbitrators.

Sincerely yours,

Cynthia B. Stewart

Cynthia B. Stewart

CBS/dmk

Enclosure: Pre-Trial Statement on Behalf of Plaintiffs

cc: Michael S. Marshall, Esquire
John A. Ayres, Jr., Esquire, Chairman
Mark A. Falvo, Esquire
Mark S. Weaver, Esquire
Mr. and Mrs. Edward Ebbs

RECEIVED

MAR 08 2001

**COURT ADMINISTRATORS
OFFICE**

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

Vs.

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

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Docket No. 00-431-CD

Type of Pleading:
PRE-TRIAL STATEMENT
ON BEHALF OF PLAINTIFFS

Submitted on Behalf of:
PLAINTIFFS: Edward Ebbs
and Annette Ebbs

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**COURT ADMINISTRATORS
OFFICE**

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Cynthia B. Stewart, Esquire
PA I.D. No. 82380

Dated: March 8, 2001

P. O. Box 1320
110 North Second Street
Clearfield, PA 16830
(814) 765-9611

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

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

*

Vs.

*

Docket No. 00-431-CD

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

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PRE-TRIAL STATEMENT
ON BEHALF OF PLAINTIFFS

NOW COMES, Plaintiffs, EDWARD EBBS and ANNETTE EBBS, by and through their attorney, Cynthia B. Stewart, Esquire, and sets forth Plaintiffs' Pre-Trial Statement, which is submitted pursuant to Local Rule 1306(a), as follows:

I. BRIEF STATEMENT OF CASE

Plaintiffs, Edward Ebbs and Annette Ebbs, purchased a 1996 Ford Eddie Bauer extended cab pick up truck, hereinafter referred to as "Eddie Bauer vehicle", from the Defendant on or about July 19, 1999. The Eddie Bauer vehicle was purchased from the Defendant's former location in DuBois.

At the time of the purchase, Plaintiff, Edward Ebbs, inquired as to the condition of the vehicle and numerous representations were made concerning the fine condition of it, which was reflected in the purchase price of \$22,455.66.

The purchase price was paid through cash payment of \$8,500.00 and a trade-in allowance of \$13,955.66. Plaintiffs traded

two vehicles, which were a red 1995 Ford Ranger extended cab truck and a white 1988 Buick Century automobile. Plaintiff, Edward Ebbs, was told that the value attributed to the Ford Ranger was \$10,500.00.

This suit was initiated in order to seek redress for the unfair and deceptive acts on the part of the Defendant in connection with the purchase of the Eddie Bauer vehicle and the rescission of the deal that followed. Defendant has taken steps to rescind the deal, yet ultimately failed to return the Buick Century or the value attributed to it originally.

As background, the actions on the part of the Defendant need to be considered in order to place the series of events in their proper context. In order to induce the Plaintiff, Edward Ebbs, to purchase the vehicle, various representations were made to him regarding the vehicle. In reality, there were many serious problems with the vehicle. After placing the Plaintiff, Edward Ebbs, in an undesirable position, Defendant further misrepresented how the situation would be rectified. In reality, the Defendant did not follow through on its promises.

After the sale, Plaintiff, Edward Ebbs, experienced problems with the Eddie Bauer vehicle's brakes while driving home because the vehicle was not road worthy. In the short time period after the sale, Plaintiffs had other repair problems with the vehicle.

The Plaintiff, Edward Ebbs, wanted his red 1995 Ford Ranger back, and he did not want to keep the Eddie Bauer vehicle. The

Defendant acknowledged that the deal would be undone, but would not return the Plaintiffs' red Ford Ranger unless Plaintiff, Edward Ebbs, signed the document, hereinafter referred to as the "document of July 26, 1999", drafted by Defendant and set forth as Appendix B to the Complaint. The document of July 26, 1999, did not reflect the entire agreement, as Defendant promised to either give the Plaintiff the value of his Buick Century or allow him to pick a vehicle of comparable value off of the lot. The Defendant claimed that it could not give the Plaintiff back his Buick Century because it was no longer in its possession.

After the document of July 26, 1999, was signed, Defendant refunded to the Plaintiffs their original cash payment of \$8,500.00. Although the repayment of Plaintiffs cash payment of \$8,500.00 was not included in the document of July 26, 1999, this action was consistent with the agreement between the parties. The parties had agreed that the Plaintiffs would return the Eddie Bauer vehicle to them and Defendant would put the Plaintiffs back in the same position they were before the deal.

The behavior of the Defendant smacks of unfairness. The Plaintiffs are seeking redress based upon established business principles and proper commercial dealings. The Plaintiffs want restitution from the Defendant. They realize that they will not be able to get their car back; however, they should get the money back from the original deal for the automobile. Plaintiffs are entitled to such relief based on the Restatement (Second) of Contracts.

Plaintiffs also seek redress for the unfair and deceptive manner regarding the entire transaction, and they are entitled to such damages under the Unfair Trade Practices and Consumer Protection Law, *infra*.

II. APPLICABLE CASES OR STATUTES

According to §344 of the Restatement (Second) of Contracts¹, restitution requires a party to disgorge the benefit received by returning the benefit to the aggrieved party who conferred it. See also, Pennsylvania Dept. of Transp. v. James D. Morrissey, Inc. for and behalf of W. P. Dickerson and Son, Inc., 682 A.2d 9 (Pa. Cmwlth. 1996). At a minimum, Plaintiffs should be put back in the position that they were in before the deal. Unfortunately, Defendant got rid of their Buick Century; thus, Plaintiffs should receive the amount attributed to it in the original deal, which was \$3,455.66.

Along with breaching the Implied Warranty of Merchantability, 13 Pa.C.S.A. §2314², by selling the Eddie Bauer vehicle to the Plaintiffs in a defective condition, there were other problems with the transaction. Through the sales presentation of the Eddie Bauer vehicle and the failure of the Defendant to promptly service the Eddie Bauer vehicle, the Defendant violated the

¹Portions of the Restatement (Second) of Contracts are enclosed in Appendix A.

²See Appendix A.

Automotive Industry Trade Practices, as set forth in 37 Pa.Code §301, et seq., a portion of which is attached hereto in Appendix A. The representations made by the Defendant concerning the vehicle and its condition at the time of the sale and the refund procedure were fraudulent and deceptive practices for which relief should be granted under the terms of the Unfair Trade Practices and Consumer Protection Law (UTCPL), 73 P.S. §201-1, et seq., a portion of which is attached hereto in Appendix A.

Plaintiffs have requested remedies based on contract. Restitution is a remedy not inconsistent with rescission. Baker v. Cambridge Chase, Inc., 725 A.2d 757, 766 (Pa.Super. 1999). In addition, they request treble damages under the UTCPL, which "...makes no exclusion where rescission of a contract is granted as well." *Id.* at 767 (citations omitted). Furthermore,

[t]he amount of restitution that would complete Plaintiffs' return to their previous position is therefore the correct amount to use under the UTCPL where the breach, as here, results from fraud rather than mere non-performance...The clear intent of the UTCPL is to treble the actual money loss suffered as a result of the consumer-type fraud." Baker v. Cambridge Chase, Inc., 725 A.2d 767 (citing Metz v. Quaker Highlands, Inc., 714 A.2d 447, 449 (Pa.Super. 1998)).

In conclusion, Defendant handled the transaction with Plaintiffs in a fundamentally unfair and fraudulent manner, and the Plaintiffs respectfully request redress as the Board deems just and equitable.

III. LIST OF WITNESSES

Plaintiffs plan to call the following witnesses to testify in this proceeding:

Edward Ebbs
Annette Ebbs
Michael Seybert
William Hamilton

IV. STATEMENT OF DAMAGES AND COPIES OF EXHIBITS³

Plaintiffs plan to introduce:

1. Temporary Registration and Purchase Order
2. Copies of bills for repairs
3. Portions of the Answers to Interrogatories
4. Odometer Disclosure Statements
5. Document of 7/26/99
6. Documents concerning the payment and refund of \$8,500.00
7. Statement of Attorney's Fees & Costs

Respectfully submitted,

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs:
EDWARD EBBS and ANNETTE EBBS

³See Appendix B.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,
Plaintiffs

Vs.

SUPER GEORGE, INC., t/d/b/a
WASKO'S AUTOLAND,
Defendant

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Docket No. 00-431-CD

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of March, 2001, a copy of the foregoing pleading has been served by hand delivery upon counsel for Defendant, Michael S. Marshall, Esquire, as set forth below:

Michael S. Marshall, Esquire
AMMERMAN & MARSHALL
310 East Cherry Street
Clearfield, PA 16830

And upon the following arbitrators:

John A. Ayres, Jr., Esquire, Chairman
101 South Second Street
Clearfield, PA 16830
(via hand delivery)

Mark S. Weaver, Esquire
P. O. Box 170
211½ East Locust Street
Clearfield, PA 16830
(via hand delivery)

Mark A. Falvo, Esquire
7 Bigler Road
Clearfield, PA 16830
(via U.S. First Class Mail)

Respectfully submitted:

Cynthia B. Stewart
Cynthia B. Stewart, Esquire
Attorney for Plaintiffs:
EDWARD EBBS and ANNETTE EBBS

APPENDIX A

Enclosed please find portions of the Restatement (Second)
of Contracts.

party in as good a position as he would have been in had the contract been performed. Awarding damages on this basis to protect the injured party's "expectation interest" gives the other party an incentive to break the contract if, but only if, he gains enough from the breach that he can compensate the injured party for his losses and still retain some of the benefits from the breach.

For economic analyses in recent legal literature of the law relating to breach of contract, see Kronman & Posner (eds.), *The Economics of Contract Law* (1979); Posner, *Economic Analysis of Law*, Ch. 4 (2d ed. 1977); Barton, *The Economic Basis of Damages for Breach of Contract*, 1 *J. Leg. Studies* 277 (1972); Birmingham, *Breach of Contract, Damage Measures, and Economic Efficiency*, 24 *Rutgers L. Rev.* 273 (1970); Birmingham, *Damage Measures and Economic Rationality: The Geometry of Contract Law*, 1969 *Duke L.J.* 49

(1969); Kronman, *Specific Performance*, 45 *U. Chi. L. Rev.* 351 (1978). For a statement of the limitations of this approach, see Polinsky, *Economic Analysis as a Potentially Defective Product: A Buyer's Guide to Posner's Economic Analysis of Law*, 87 *Harv. L. Rev.* 1655 (1974). Economics treatises that explore the concept of "economic efficiency" and the role played by bargained for exchanges include: Bowden, *Economics: The Science of Common Sense* (1974); Samuelson, *Economics* (10th Ed. 1976); Mansfield, *Microeconomics* (2d ed. 1975); Henderson & Quandt, *Microeconomic Theory: A Mathematical Approach* (2d ed. 1971). The principle discussed here in relation to breach is known as the "Kaldor Compensation Principle" and was initially stated in Kaldor, *Welfare Propositions of Economics and Interpersonal Comparisons*, 49 *Econ. J.* 549 (1939); Hicks, *The Foundations of Welfare Economics*, 49 *Econ. J.* 696 (1939).

TOPIC 1. IN GENERAL

§ 344. Purposes of Remedies

Judicial remedies under the rules stated in this Restatement serve to protect one or more of the following interests of a promisee:

(a) his "expectation interest," which is his interest in having the benefit of his bargain by being put in as good a position as he would have been in had the contract been performed,

(b) his "reliance interest," which is his interest in being reimbursed for loss caused by reliance on the contract by being put in as good a position as he would have been in had the contract not been made,
or

(c) his "restitution interest," which is his interest in having restored to him any benefit that he has conferred on the other party.

Comment:

a. *Three interests.* The law of contract remedies implements the policy in favor of allowing individuals to order their own affairs by making legally enforceable promises. Ordinarily, when a court concludes that there has been a breach of contract, it enforces the broken promise by protecting the expectation that the injured party had when he made the contract. It does this by attempting to put him in as good a position as he would have been in had the contract been performed, that is, had there been no breach. The interest protected in this way is called the "expectation interest." It is sometimes said to give the injured party the "benefit of the bargain." This is not, however, the only interest that may be protected.

The promisee may have changed his position in reliance on the contract by, for example, incurring expenses in preparing to perform, in performing, or in foregoing opportunities to make other contracts. In that case, the court may recognize a claim based on his reliance rather than on his expectation. It does this by attempting to put him back in the position in which he would have been had the contract not been made. The interest protected in this way is called "reliance interest." Although it may be equal to the expectation interest, it is ordinarily smaller because it does not include the injured party's lost profit.

In some situations a court will recognize yet a third interest and grant relief to prevent unjust enrichment. This may be done if a party has not only changed his own position in reliance on the contract but has also conferred a benefit on the other party by, for example, making a part payment or furnishing services under the contract. The court may then require the other party to disgorge the benefit that he has received by returning it to the party who conferred it. The interest of the claimant protected in this way is called the "restitution interest." Although it may be equal to the expectation or reliance interest, it is ordinarily smaller because it includes neither the injured party's lost profit nor that part of his expenditures in reliance that resulted in no benefit to the other party.

The interests described in this Section are not inflexible limits on relief and in situations in which a court grants such relief as justice requires, the relief may not correspond precisely to any of these interests. See §§ 15, 87, 89, 90, 139, 158 and 272.

Illustration:

2. A is induced by B's fraud to contract to sell B 1,200 tons of coal to be delivered in monthly installments of 100 tons, payment for each installment to be made on delivery. A discovers the fraud after the second delivery. If A avoids the contract, he must avoid the entire unperformed part, but he does not have to avoid the part that has been performed unless he chooses to do so.

REPORTER'S NOTE

This Section extends to avoidance on any ground the rule of former § 487, which was restricted to avoidance for misrepresentation. See 5 Corbin, Contracts § 1114 (1964 & Supp. 1980); 12 Williston, Contracts § 1460 (3d ed. 1970).

487; cf. *Miner v. Bradley*, 39 Mass. (22 Pick.) 457 (1839).

Comment b. Illustration 2 is based on Illustration 3 to former § 487; cf. *Alabama Football, Inc. v. Greenwood*, 452 F. Supp. 1191 (W.D. Pa. 1978) (frustration of purpose).

Comment a. Illustration 1 is based on Illustration 1 to former §

§ 384. Requirement That Party Seeking Restitution Return Benefit

(1) Except as stated in Subsection (2), a party will not be granted restitution unless

(a) he returns or offers to return, conditional on restitution, any interest in property that he has received in exchange in substantially as good condition as when it was received by him, or

(b) the court can assure such return in connection with the relief granted.

(2) The requirement stated in Subsection (1) does not apply to property

(a) that was worthless when received or that has been destroyed or lost by the other party or as a result of its own defects,

(b) that either could not from the time of receipt have been returned or has been used or disposed of without knowledge of the grounds for restitution if justice requires that compensation be accepted in its place and the payment of such compensation can be assured, or

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of 100 tons, pay-
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does not have to
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(c) as to which the contract apportions the price
if that part of the price is not included in the claim
for restitution.

Comment:

a. *Duty to return benefit.* A party who seeks restitution of a benefit that he has conferred on the other party is expected to return what he has received from the other party. The objective is to return the parties, as nearly as is practicable, to the situation in which they found themselves before they made the contract. If a party has received land, goods or other property, he is expected to return it. The fact that he has benefited from possession of them does not preclude restitution since he can compensate the other party in money for this benefit. The property itself, however, must generally be returned. If it has been used, destroyed or substantially altered in character while in his possession, restitution is generally not available. Mere depreciation in market value, however, is not such a change as will preclude restitution. Cf. Uniform Commercial Code § 2-608.

b. *Necessity of offer to return.* If a party seeking restitution offers to return what he has received, he may make his offer conditional on restitution being made to him. To this end, the law gives him a lien on what he has received. See § 380(3). In equity, his failure to make such an offer before commencing a suit for rescission did not preclude relief. The decree could be made conditional on an offer. At law, however, an offer was traditionally regarded as a condition of the right to commence an action based on rescission. The merger of law and equity and modern procedural reforms have made this distinction undesirable, and the rule stated in this Section reflects the increasing criticism of the rule at law. If the court has the power to assure the required return in connection with the relief that it grants, it is not necessary that there have been a prior return or offer to return. If all that is to be returned is money, a credit against a larger sum allowed in restitution will suffice. In other cases a conditional judgment will be proper. A court may, in awarding costs, take account of any failure by the party seeking restitution to afford the other party an adequate opportunity to make restitution without the commencement of legal process. This is particularly appropriate in cases, such as mutual mistake, impracticability of performance or frustration of purpose, in which the other party is in no way at fault. Even though an offer to return property is not necessary under the rule stated in this Section, the retention of property together with the exercise of dominion over it may preclude avoidance under the rule stated in § 380.

Enclosed please find 13 Pa.C.S.A. §2314 relating to implied warranty.

13 Pa.C.S.A. § 2313

COMMERCIAL CODE

Note 47

al by counsel for buyer, and buyer's exceptions made no reference to the catalog, buyer was precluded from making

the argument on appeal. *Dormont Mfg. Co., Inc. v. ITT Grinnell Corp.*, 469 A.2d 1138, 323 Pa.Super. 17, Super.1983.

§ 2314. Implied warranty; merchantability; usage of trade

(a) **Sale by merchant.**—Unless excluded or modified (section 2316), a warranty that the goods shall be merchantable is implied in a contract for their sale if the seller is a merchant with respect to goods of that kind. Under this section the serving for value of food or drink to be consumed either on the premises or elsewhere is a sale.

(b) **Merchantability standards for goods.**—Goods to be merchantable must be at least such as:

(1) pass without objection in the trade under the contract description;

(2) in the case of fungible goods, are of fair average quality within the description;

(3) are fit for the ordinary purposes for which such goods are used;

(4) run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved;

(5) are adequately contained, packaged, and labeled as the agreement may require; and

(6) conform to the promises or affirmations of fact made on the container or label if any.

(c) **Course of dealing or usage of trade.**—Unless excluded or modified (section 2316) other implied warranties may arise from course of dealing or usage of trade.

1979, Nov. 1, P.L. 255, No. 86, § 1, effective Jan. 1, 1980.

Uniform Commercial Code Comment

Prior Uniform Statutory Provision: Section 15(2), Uniform Sales Act.

For text of prior provision, see Appendix in end volume of Uniform Laws Annotated, U.C.C., Master Edition.

Changes: Completely rewritten.

Purposes of Changes: This section, drawn in view of the steadily developing case law on the subject, is intended to make it clear that:

1. The seller's obligation applies to present sales as well as to contracts to sell subject to the effects of any examination of specific goods. (Subsection (2) of Section 2-316). Also, the warranty of merchantability applies to sales for use as well as to sales for resale.

2. The question when the warranty is imposed turns basically on the meaning of the terms of the agreement as recognized in the

SALES

trade. (agreement given line by company acceptable the description of the goods. The responsibility of the merchant or not under section 15(2) does not fall under this section.

3. As stated by the buyer, the seller's obligation is of the general nature of such goods of second-hand goods involves on appropriate their contract making a not a "merchandise" and, thus, the ability of any description need for keeping of the provisions on the den defect.

4. Although "merchantability", if the goods are "guaranteed" this section the content of the warranty. The importance in sales, and limiting the claimer would be print assets.

5. The question (1) concerns the food or whether

Enclosed please find portions of UTPCPL.

Citation
PA ST 73 P.S. S 201-2
73 P.S. § 201-2

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Database
PA-ST-ANN

PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED
PURDON'S PENNSYLVANIA STATUTES ANNOTATED
TITLE 73. TRADE AND COMMERCE
CHAPTER 4. FAIR TRADE, AND BUSINESS PRACTICES
UNFAIR COMPETITION, ACTS OR PRACTICES

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Current through Act 2000-86

§ 201-2. Definitions

As used in this act.

(1) "Documentary material" means the original or a copy of any book, record, report, memorandum, paper, communication, tabulation, map, chart, photograph, mechanical transcription or other tangible document or recording, wherever situate.

(2) "Person" means natural persons, corporations, trusts, partnerships, incorporated or unincorporated associations, and any other legal entities.

(3) "Trade" and "commerce" mean the advertising, offering for sale, sale or distribution of any services and any property, tangible or intangible, real, personal or mixed, and any other article, commodity, or thing of value wherever situate, and includes any trade or commerce directly or indirectly affecting the people of this Commonwealth.

(4) "Unfair methods of competition" and "unfair or deceptive acts or practices" mean any one or more of the following:

(i) Passing off goods or services as those of another;

(ii) Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;

(iii) Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another;

(iv) Using deceptive representations or designations of geographic origin in connection with goods or services;

(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

(vi) Representing that goods are original or new if they are deteriorated, altered, reconditioned, reclaimed, used or secondhand;

(vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

- (viii) Disparaging the goods, services or business of another by false or misleading representation of fact;
- (ix) Advertising goods or services with intent not to sell them as advertised;
- (x) Advertising goods or services with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity;
- (xi) Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;
- (xii) Promising or offering prior to time of sale to pay, credit or allow to any buyer, any compensation or reward for the procurement of a contract for purchase of goods or services with another or others, or for the referral of the name or names of another or others for the purpose of attempting to procure or procuring such a contract of purchase with such other person or persons when such payment, credit, compensation or reward is contingent upon the occurrence of an event subsequent to the time of the signing of a contract to purchase;
- (xiii) Promoting or engaging in any plan by which goods or services are sold to a person for a consideration and upon the further consideration that the purchaser secure or attempt to secure one or more persons likewise to join the said plan; each purchaser to be given the right to secure money, goods or services depending upon the number of persons joining the plan. In addition, promoting or engaging in any plan, commonly known as or similar to the so-called "Chain-Letter Plan" or "Pyramid Club." The terms "Chain-Letter Plan" or "Pyramid Club" mean any scheme for the disposal or distribution of property, services or anything of value whereby a participant pays valuable consideration, in whole or in part, for an opportunity to receive compensation for introducing or attempting to introduce one or more additional persons to participate in the scheme or for the opportunity to receive compensation when a person introduced by the participant introduces a new participant. As used in this subclause the term "consideration" means an investment of cash or the purchase of goods, other property, training or services, but does not include payments made for sales demonstration equipment and materials for use in making sales and not for resale furnished at no profit to any person in the program or to the company or corporation, nor does the term apply to a minimal initial payment of twenty-five dollars (\$25) or less;
- (xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;
- (xv) Knowingly misrepresenting that services, replacements or repairs are needed if they are not needed;
- (xvi) Making repairs, improvements or replacements on tangible, real or personal property, of a nature or quality inferior to or below the standard of that agreed to in writing;
- (xvii) Making solicitations for sales of goods or services over the telephone without first clearly, affirmatively and expressly stating:
 - (A) the identity of the seller;
 - (B) that the purpose of the call is to sell goods or services;
 - (C) the nature of the goods or services; and
 - (D) that no purchase or payment is necessary to be able to win a prize or participate in a prize promotion if a prize promotion is offered. This disclosure must be made before or in conjunction with the description of the prize to the person called. If requested by that person, the telemarketer must disclose the no-purchase/no-payment entry method for the prize promotion;

(xviii) Using a contract, form or any other document related to a consumer transaction which contains a confessed judgment clause that waives the consumer's right to assert a legal defense to an action;

(xix) Soliciting any order for the sale of goods to be ordered by the buyer through the mails or by telephone unless, at the time of the solicitation, the seller has a reasonable basis to expect that it will be able to ship any ordered merchandise to the buyer:

(A) within that time clearly and conspicuously stated in any such solicitation; or

(B) if no time is clearly and conspicuously stated, within thirty days after receipt of a properly completed order from the buyer, provided, however, where, at the time the merchandise is ordered, the buyer applies to the seller for credit to pay for the merchandise in whole or in part, the seller shall have fifty days, rather than thirty days, to perform the actions required by this subclause;

(xx) Failing to inform the purchaser of a new motor vehicle offered for sale at retail by a motor vehicle dealer of the following:

(A) that any rustproofing of the new motor vehicle offered by the motor vehicle dealer is optional;

(B) that the new motor vehicle has been rustproofed by the manufacturer and the nature and extent, if any, of the manufacturer's warranty which is applicable to that rustproofing;

The requirements of this subclause shall not be applicable and a motor vehicle dealer shall have no duty to inform if the motor vehicle dealer rustproofed a new motor vehicle before offering it for sale to that purchaser, provided that the dealer shall inform the purchaser whenever dealer rustproofing has an effect on any manufacturer's warranty applicable to the vehicle. This subclause shall not apply to any new motor vehicle which has been rustproofed by a motor vehicle dealer prior to the effective date of this subclause.

(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

CREDIT(S)

1993 Main Volume

1968, Dec. 17, P.L. 1224, No. 387, § 2. Reenacted and amended 1976, Nov. 24, P.L. 1166, No. 260, § 1, imd. effective.

2000 Electronic Update

Amended 1996, Dec. 4, P.L. 906, No. 146, § 1, effective in 60 days.

<General Materials (GM) - References, Annotations, or Tables>

HISTORICAL AND STATUTORY NOTES

2000 Electronic Update

1996 Legislation

The 1996 amendment added subsecs. (4)(xvii) to (4)(xx); designated former subsec. (4)(xvii) as (4)(xxi); and in subsec. (4)(xxi), inserted "or deceptive" preceding "fraudulent".

Citation
PA ST 73 P.S. S 201-3
73 P.S. § 201-3

Docs in Sequence

Rank 1 of 0

Database
PA-ST-ANN

PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED
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§ 201-3. Unlawful acts or practices; exclusions

Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce as defined by subclauses (i) through (xxi) of clause (4) of section 2 of this act and regulations promulgated under section 3.1 of this act are hereby declared unlawful. The provisions of this act shall not apply to any owner, agent or employe of any radio or television station, or to any owner, publisher, printer, agent or employe of a newspaper or other publication, periodical or circular, who, in good faith and without knowledge of the falsity or deceptive character thereof, publishes, causes to be published or takes part in the publication of such advertisement.

CREDIT(S)

1993 Main Volume

1968, Dec. 17, P.L. 1224, No. 387, § 3. Reenacted and amended 1976, Nov. 24, P.L. 1166, No. 260, § 1, imd. effective.

2000 Electronic Update

Amended 1996, Dec. 4, P.L. 906, No. 146, § 1, effective in 60 days.

<General Materials (GM) - References, Annotations, or Tables>

Citation
PA ST 73 P.S. S 201-9.2
73 P.S. § 201-9.2

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PURDON'S PENNSYLVANIA STATUTES AND CONSOLIDATED STATUTES ANNOTATED
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CHAPTER 4. FAIR TRADE, AND BUSINESS PRACTICES
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Current through Act 2000-86

§ 201-9.2. Private actions

(a) Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by section 3 of this act, may bring a private action to recover actual damages or one hundred dollars (\$100), whichever is greater. The court may, in its discretion, award up to three times the actual damages sustained, but not less than one hundred dollars (\$100), and may provide such additional relief as it deems necessary or proper. The court may award to the plaintiff, in addition to other relief provided in this section, costs and reasonable attorney fees.

(b) Any permanent injunction, judgment or order of the court made under section 4 of this act shall be prima facie evidence in an action brought under section 9.2 of this act that the defendant used or employed acts or practices declared unlawful by section 3 of this act.

CREDIT(S)

1993 Main Volume

1968, Dec. 17, P.L. 1224, No. 387, § 9.2, added 1976, Nov. 24, P.L. 1166, No. 260, § 1, imd. effective. Affected 1978, April 28, P.L. 202, No. 53, § 2(a)[1433], effective June 27, 1978.

2000 Electronic Update

Amended 1996, Dec. 4, P.L. 906, No. 146, § 4, effective in 60 days.

<General Materials (GM) - References, Annotations, or Tables>

Enclosed please find portions of the regulations re:
Automobile Industry Trade Practices.

PA ADC T. 37, Pt. V, Ch. 301, Refs & Annos
Pa. Code T. 37, Pt. V, Ch. 301, Refs & Annos

PENNSYLVANIA ADMINISTRATIVE CODE
TITLE 37. LAW
PART V. BUREAU OF CONSUMER PROTECTION
CHAPTER 301. AUTOMOTIVE INDUSTRY TRADE PRACTICES
Current through Supp. 315 (February, 2001)

AUTHORITY

The provisions of this Chapter 301 issued under section 3.1 of the Unfair Trade Practices and Consumer Protection Law (73 P. S. § 201-3.1), unless otherwise noted.

NOTES OF DECISIONS

Failure to provide copies of documents and misleading consumers on quality of vehicles violates this chapter and Consumer Protection Law. Northview Motors, Inc. v. Attorney General , 562 A.2d 977 (Pa. Cmwlth. 1989).

PA ADC T. 37, Pt. V, Ch. 301, Refs & Annos
END OF DOCUMENT

PENNSYLVANIA ADMINISTRATIVE CODE
TITLE 37. LAW
PART V. BUREAU OF CONSUMER PROTECTION
CHAPTER 301. AUTOMOTIVE INDUSTRY TRADE PRACTICES
Current through Supp. 315 (February, 2001)

§ 301.2. Advertising and sales presentation requirements.

With respect to an advertisement or sales presentation offering or making available for sale a new or used motor vehicle or maintenance service or repair on a new or used motor vehicle, the following will be considered unfair methods of competition and unfair or deceptive acts or practices:

(1) The use of different type, size, style, location, sound, lighting or color, so as to obscure or make misleading a material fact in an advertisement or sales presentation.

(2) The misrepresentation in any way of the size, inventory or nature of the business of the advertiser or seller; the expertise of the advertiser or seller or his agents or employees; or the ability or capacity of the advertiser or seller to offer price reductions.

(3) The use of an advertisement or sales presentation as part of a plan or scheme not to sell the vehicles or services advertised, or both, or not to sell the vehicles or services advertised or presented at the advertised price. The following will be prima facie evidence of a plan or scheme not to sell the motor vehicles or services or not to sell the vehicles or services at the advertised or represented prices:

(i) Refusing to show, display, sell or otherwise provide the goods and services advertised in under the terms of the advertisement.

(ii) Disparaging by act or word the advertised goods and services; the warranty; the credit terms; the availability of service, repairs or parts; or anything which in any other respect is a material fact connected with the sale of the advertised goods and services.

(iii) Refusing to take orders for advertised goods and services or taking orders at a price greater than the advertised price.

(iv) Showing, demonstrating or delivering advertised goods or services which are obviously defective, unusable or unsuitable for the purpose represented or implied in the advertisement or sales presentation.

(v) Accepting a deposit for advertised goods or services, then switching the purchaser to higher priced goods or services.

(vi) Failing to make delivery of the advertised goods and services within the promised delivery period unless the failure is caused by reasons beyond the control of the advertiser.

(vii) Using a sales plan or method of compensating or penalizing sales persons which is designed to prevent or discourage them from selling advertised goods and services or from selling the same at the advertised price; this subparagraph may not apply to a sales plan or method of compensation whereby a salesperson realizes a fixed percentage rate of the gross amount of sales made by the salesperson within a specified time period nor to a salesperson bonus plan designed to encourage or reward the selling of goods and services offered by the advertiser,

including those advertised.

(4) The failure or refusal to sell a motor vehicle or other goods or services under terms or conditions, including price or warranty, which a motor vehicle manufacturer or dealer or repair shop has advertised or otherwise represented.

(5) The representation in an advertisement or sales presentation that a motor vehicle or motor vehicle goods or services are of a particular style, model, standard, quality or grade if they are of another or if the representation conflicts with a written notice or disclosure required under this chapter. For the purposes of this chapter, a motor vehicle which is offered for sale is represented to be roadworthy, and the advertiser or seller shall disclose prior to sale the following conditions if the advertiser or seller knows or should know that the conditions exist in the motor vehicle:

- (i) Frame bent, cracked or twisted.
- (ii) Engine block or head cracked.
- (iii) Vehicle unable to pass State inspection.
- (iv) Transmission damaged, defective or so deteriorated as to require replacement.
- (v) Vehicle flood damaged.
- (vi) Differential damaged, defective or so deteriorated as to require replacement.

(6) The making of a representation or statement of a fact in an advertisement or sales presentation if the advertiser or salesperson knows or should know that the representation or statement is false and misleading or if the advertiser or salesperson does not have sufficient information upon which a reasonable belief in the truth of the representation could be based.

(7) The advertising by a motor vehicle dealer or repair shop of a motor vehicle for sale or of a motor vehicle repair or maintenance service in which the advertisement does not disclose the business name and address of the advertiser or the word "dealer."

(8) The advertising by a motor vehicle dealer or repair shop of the price or specific dollar amount of a motor vehicle or motor vehicle repair or maintenance service unless the price includes charges of any type which are necessary or usual prior to delivery of the vehicle or service to a purchaser, including but not limited to charges for freight, handling and vehicle preparation but excluding taxes and registration and licensing costs in the case of a new or used motor vehicle and including all parts and labor in the case of motor vehicle service. If a manufacturer advertises the price of a new motor vehicle and the name of a specific motor vehicle dealer is mentioned in the advertisement, the advertised price shall include charges for freight, handling and dealer preparation which charges are necessary or usual prior to delivery of the vehicle to a purchaser by the named motor vehicle dealer.

(9) The advertising by a motor vehicle dealer of a motor vehicle for sale at a specified price if the price does not include equipment with which the models of motor vehicles are minimally equipped by the manufacturer unless the advertisement clearly and conspicuously discloses that the equipment is not included in the advertised price.

(10) The use, by a motor vehicle dealer or manufacturer in an advertisement for the sale of motor vehicles, of such terms as "standard factory equipment" or "fully equipped" or words of similar meaning, except that an advertiser is not prohibited from identifying certain specified equipment as standard factory equipment if such is in fact true.

(11) The advertising by a motor vehicle dealer or manufacturer of a motor vehicle for sale in which the year, make,

model and series, if the advertised motor vehicle has a designated model or series, are not clearly disclosed.

(12) The advertising by a motor vehicle manufacturer, dealer or repair shop in which the advertisement states directly or by implication that the price of the motor vehicle or motor vehicle maintenance or repairs advertised is a reduction from the usual price, including but not limited to those advertisements which contain either a specific dollar amount of reduction or a percentage of reduction from usual selling price, unless the price from which a reduction is indicated is the usual price at which the advertised goods or services, or both, have been sold or offered for sale. For the purposes of this paragraph, the terms "sale," "discount," "price cut," "special," "savings," and other similar words or phrases shall be deemed to indicate a price reduction advertisement.

(13) The advertising by a motor vehicle manufacturer, dealer or repair shop of a price reduction in the sale of a motor vehicle or motor vehicle maintenance or repair services unless the advertised sale price constitutes a bona fide substantial reduction from the usual selling price or the advertisement discloses the actual dollar amount of reduction or percentage of reduction.

(14) The advertising by a motor vehicle manufacturer, dealer or repair shop of a price reduction in the cost of motor vehicles or motor vehicle maintenance or repair services for which the manufacturer, dealer or shop in whose name the advertisement is placed does not maintain records necessary to establish the usual selling price of the motor vehicles, goods or services upon which the price reduction is advertised. The records shall be maintained for a period of 60 days following the termination of the offer and shall be made available for inspection by the Bureau upon demand during business hours. The failure of a manufacturer, dealer or repair shop to substantiate the usual selling price through documentation shall constitute a presumption that the price reduction advertisement was not predicated upon a reduction from the usual selling price and that the claimed reduction was neither substantial nor bona fide as required in paragraph (13).

(15) The use, by a motor vehicle dealer in an advertisement for the sale of motor vehicles of such terms as "at wholesale" or other similar phrases.

(16) The advertising by a motor vehicle dealer or repair shop of the immediate availability of a new motor vehicle or motor vehicle goods and services with the intent not to supply reasonably expectable public demand unless the advertisement discloses a specific limitation of quantity.

(17) The advertising by a motor vehicle dealer of a specific motor vehicle offered for sale where no advertised vehicle is in the stock of the advertiser on the date of placing the advertisement unless the advertisement states "Not in Stock" or "Order Yours Now" or other phrases of similar import which will clearly indicate that the vehicles are not available for immediate delivery and the period of time in which delivery will be made.

(18) The advertising by a motor vehicle manufacturer, dealer or repair shop of a sale or promotion in connection with the sale of a motor vehicle or motor vehicle maintenance or repair services unless the advertisement clearly and conspicuously discloses the expiration date, if any, and other conditions of the sale or promotion, including but not limited to whether the supply of vehicles or other sale goods is limited and, if so, in what manner.

(19) The advertising or presenting for sale by a motor vehicle dealer of a motor vehicle previously used as an "executive" or "demonstrator", or with any prior usage which is required to be noted on a Pennsylvania Certificate of Title or which appears on the title of a state through which the dealer has acquired ownership unless the advertiser or salesperson clearly and conspicuously discloses the prior usage.

(20) The advertising by a motor vehicle dealer of a motor vehicle for sale at a price or price comparison which represents less than the total cash price to be paid by a retail purchaser unless the advertisement clearly and conspicuously discloses that the price is offered with reference to a trade-in or other method of price reduction and discloses the amount of such allowance. A set-off, discount, trade-in allowance, or other price reduction shall be shown as a specific dollar reduction from the advertised price required in this paragraph and shall be incorporated

with the advertised price.

(21) The advertising by a motor vehicle dealer of the price which will be paid by the dealer for trade-in vehicles unless the price of the motor vehicles offered for sale by the dealer to the owner of a trade-in vehicle is within the range of prices at which the dealer usually sells the vehicles and is not increased because of the amount offered for the trade-in vehicle.

(22) The advertising by a motor vehicle dealer of a specific price to be paid by the dealer for trade-in vehicles unless either the advertised price will be paid for trade-in vehicles, regardless of their condition or age or unless the advertisement clearly and conspicuously discloses conditions which trade-in vehicles shall meet before the price is paid.

(23) The advertising by a motor vehicle dealer that a range of prices, such as, "up to \$700" or "as much as \$700," will be paid by the dealer for trade-in vehicles unless the advertisement clearly and conspicuously discloses the criteria which the dealer uses to determine the amount to be paid for a particular vehicle.

(24) The advertising or presenting for sale by a motor vehicle manufacturer, dealer or repair shop in which a warranty or guaranty is referred to or offered unless the manufacturer, dealer or repair shop complies with all requirements of the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act (15 U.S.C.A. §§ 2301--2312) and 16 CFR Parts 700-- 703 (relating to rules, regulations, statements and interpretations under the Magnuson-Moss Warranty Act).

(25) The use in an advertisement or sales presentation by a motor vehicle manufacturer, dealer or repair shop of the term "satisfaction guaranteed or your money back," "free trial period," or other similar phrases when the advertiser or salesperson does not intend to promptly make a full refund or fails to make full refund within a reasonable period of time not to exceed 5 days. A reasonable conditions or limitations on such offer must be clearly and conspicuously disclosed at the time of making the offer.

(26) The advertising by a motor vehicle dealer or repair shop that it will perform a "tune-up" on a motor vehicle unless the specific work to be performed is set forth and, if a price is advertised, unless the advertisement clearly and conspicuously discloses whether the advertised price includes parts or labor, or both.

<General Materials (GM) - References, Annotations, or Tables>

NOTES OF DECISIONS

The finding that an automobile salesman did not disclose to the buyer of a used car the known fact that the car had been flood damaged established that the salesman and his employer violated the provisions of 37 Pa. Code § 301.2(5)(v), and further such violations should have been enjoined. *Commonwealth v. Luther Ford Sales, Inc.*, 430 A.2d 1053 (Pa. Cmwlth. 1981).

37 PA ADC § 301.2
END OF DOCUMENT

PENNSYLVANIA ADMINISTRATIVE CODE
TITLE 37. LAW
PART V. BUREAU OF CONSUMER PROTECTION
CHAPTER 301. AUTOMOTIVE INDUSTRY TRADE PRACTICES
Current through Supp. 315 (February, 2001)

§ 301.4. General provisions--motor vehicle dealer.

(a) With regard to a motor vehicle dealer, the following will be considered unfair methods of competition and unfair or deceptive acts or practices:

(1) Failing to prepare a written contract for the sale of a motor vehicle and failing to provide the purchaser with a copy of the same at the time the purchaser signs the contract.

(2) Using a printed or written contract form agreement, receipt or invoice in connection with the sale of a motor vehicle which is not clearly identified and which does not contain the following:

(i) The name and address of the dealer and purchaser.

(ii) The make, model, year and vehicle identification number of the vehicle purchased and the trade-in vehicle, if any.

(iii) A description of the purchased vehicle as either "new" or "used" and, if used, a brief description of its prior usage such as "executive," "demonstrator," "reconstructed," or any prior usage which is required to be noted on a Pennsylvania Certificate of Title or which appears on the title of any state through which the dealer has acquired ownership.

(iv) The total contract price, including an itemized list of charges for repairs, services, dealer-installed optional accessories and documentary preparation which are not included in the purchase price.

(v) A list of conditions precedent to the dealer's acceptance of the contract set forth in a clear and conspicuous manner as well as a statement that the purchaser may cancel the contract at any time until the conditions are met; for example, if the contract must be signed by an authorized dealer representative, the document shall state, in a form, substantially as follows:

This contract is not binding upon either the dealer or the purchaser until signed by an authorized dealer representative. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

(vi) A brief statement of an express warranty, such as "Manufacturer's limited warranty" or "Our own 90-day full warranty," and the place where a full copy of the written warranty may be obtained.

(3) Failing to provide a purchaser, at no additional charge, an exact copy of each document required by law to be provided including, but not limited to the agreement of sale, installment sales contract, odometer statement, and warranty and other documents in which legal obligations are imposed on the buyer. Copies of other documents signed by the purchaser and requested by the purchaser shall be made available for a reasonable fee.

(4) Using in a motor vehicle purchase contract a liquidated damage clause or similar clause which requires the forfeiture of a purchaser's deposit or security when the purchaser cancels or breaches the contract unless: the clause contains a specific dollar amount or item to be retained by the dealer; the clause is clear and conspicuous; the

purchaser assents to the clause by initialing the same; and the clause is not otherwise unlawful.

(5) Representing that a motor vehicle offered for sale can or will be delivered on or about a certain date or within a specified period when the dealer knows or should know that the vehicle cannot be delivered by or within the time specified or when the dealer has no information on which to base the representation.

(6) Failing to refund the full amount of a purchaser deposit promptly when:

(i) The purchaser cancels the contract prior to its acceptance by an authorized dealer representative.

(ii) The contract is conditioned upon the purchaser obtaining financing of his choice and the purchaser cannot obtain the financing after exerting reasonable efforts to do so.

(iii) The dealer does not accept the contract.

(iv) The dealer fails to deliver to the purchaser a motor vehicle which conforms to the terms of the contract.

(v) The purchaser cancels the contract because the dealer fails to deliver the motor vehicle within the time specified in the contract or, if no time period is specified, within 8 weeks after the date of the contract unless the delay is caused by acts beyond the control of the dealer and the manufacturer.

(7) Increasing the contract price of a motor vehicle after the contract has been accepted by the dealer or the authorized dealer representative unless the increase is due to the passage of a law or regulation of the United States or the Commonwealth which: requires the addition of new equipment to certain vehicles; changes transportation costs or existing tax rates; or, in the case of foreign-made vehicles, is due to a revaluation of the United States dollar vis-a-vis the currency of the country of manufacture.

(8) Reappraising the value of a trade-in vehicle unless the dealer can establish that the vehicle has suffered damage or serious mechanical deterioration since the date of the valuation but prior to its delivery to the dealer, or unless parts or accessories, or both, including tires, have been removed or replaced with parts or accessories of inferior quality.

(9) Where no express warranty is given, attempting to exclude the implied warranties of merchantability and fitness for a particular purpose in the sale of a motor vehicle purchased primarily for personal, family or household purposes unless the following notice in at least 20-point bold type is prominently affixed to a window in the motor vehicle so as to be easily read from the outside and is brought to the attention of the prospective purchaser by the seller:

This vehicle is sold without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist and/or may occur in the motor vehicle unless the salesperson promises in writing to correct such defect or promises in writing that certain defects do not exist.

This paragraph prohibits the use of the term "AS IS" unless the sales contract, receipt, agreement or memorandum contains the following information in a clear, concise and conspicuous manner on the face of the document; the notice shall be in addition to the window statement required by this paragraph and may not contradict an oral or written statement, claim or representation made directly or by implication with regard to the quality, performance, reliability or lack of mechanical defects of a motor vehicle which is offered for sale:

AS IS

THIS MOTOR VEHICLE IS SOLD AS IS WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECTS THAT PRESENTLY EXIST OR THAT MAY OCCUR IN THE VEHICLE.

37 PA ADC S 301.4

(10) Failing to forward to the proper Commonwealth agency amounts and forms tendered by a purchaser, such as sales tax and transfer and registration fees, within the time prescribed by law.

(b) If the sales presentation and agreement of sale has been effected in a language other than English, the written information, notice and disclosures required by subsection (a) shall be given in the principal language in which the sale was transacted as well as English.

<General Materials (GM) - References, Annotations, or Tables>

NOTES OF DECISIONS

There was no error in refusing to grant injunctive relief and impose civil penalties for alleged violations of 37 Pa. Code § 301.4(7) and (8) by an automobile dealership and its salesmen who wrongfully reserved in a used car sales contract, but did not attempt to exercise, the right to change the price of a new car if the manufacturer changed the price to the dealer before delivery and the right to reappraise a trade-in vehicle at the time of delivery of the new vehicle. *Commonwealth v. Luther Ford Sales, Inc.*, 430 A.2d 1053 (Pa. Cmwlth. 1981).

37 PA ADC § 301.4
END OF DOCUMENT

APPENDIX B

Enclosed herein is a copy of the temporary registration and purchase order.

No. 2324618

MV-4ST (8/98)				1. TAX/FEES		1ST ASSIGNMENT		2nd ASSIGNMENT		
A. VEHICLE PURCHASED	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)		MAKE OF VEHICLE		MODEL YEAR		PURCHASE PRICE (See note on reverse)		21900.00	
	VEHICLE IDENTIFICATION NUMBER		CONDITION <input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR				LESS TRADE-IN		13955.66	
B. SELLER	LAST NAME (OR FULL BUSINESS NAME)		FIRST NAME		MIDDLE INITIAL		TAXABLE AMOUNT		7944.34	
	WASKO AUTOLAND OF DUBOIS						1. Sales Tax Due x 6% (.06) or x 7% (.07) (See note on reverse)		475.66	
C. 1ST ASSIGNMENT	LAST NAME (OR FULL BUSINESS NAME)		FIRST NAME		MIDDLE INITIAL		DATE ACQUIRED/ PURCHASED		1A Exemption Reason Code (must be a number from 1 to 23 or 0)	
	Ebbs, Edward J.						07-19-99			
1ST PURCHASER	CO-PURCHASER		Annette Ebbs				1B First Assignment		1B Second Assignment	
	STREET		753 Walnut St		COUNTY CODE		2. Title Fee		22.50	
2ND PURCHASER	CITY		CAMBRIA		STATE		3. Lien Fee		5.00	
	ZIP CODE		15714		REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY		4. Registration or Processing Fee			
D. 2ND ASSIGNMENT	LAST NAME (OR FULL BUSINESS NAME)		FIRST NAME		MIDDLE INITIAL		DATE ACQUIRED/ PURCHASED		5. Duplicate Reg. Fee No. of Cards	
	CO-PURCHASER								6. Transfer Fee	
E. VEHICLE TRADED	MAKE OF VEHICLE		FORD TRUCK		VEHICLE IDENTIFICATION NUMBER		1FTCR15U5STA19486		7. Increase Fee	
	MODEL YEAR		1995		BODY TYPE (CP, TK, ETC.)		PKP STYLE SUPER CAB		8. Replacement Fee	
F. APPLICATION FOR REGISTRATION	ORIGINAL PLATE <input checked="" type="checkbox"/> Check One		TRANSFER OF PREVIOUSLY ISSUED PLATE		TRANSFER & RENEWAL OF PLATE		TRANSFER & REPLACEMENT OF PLATE		TOTAL PAID (Add 1 thru 8)	
	EXCHANGE PLATE TO BE ISSUED BY BUREAU		TEMPORARY PLATE ISSUED BY FULL AGENT		PLATE NO. 2E0-9440		REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> NEVER RECEIVED (LOST IN MAIL) <input type="checkbox"/> DEFACED <input type="checkbox"/> STOLEN		9. 510.16	
G. CERTIFICATION	EXPIRES Month 02 Year 29-00		TRANSFERRED FROM TITLE NO. 49104362001		VIN 1FTCR15U5STA19486		11. GRAND TOTAL (Add 9 & 10)		Send One Check in This Amount	
	TEMP. PLATE NO.		SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)		SIGN HERE		RELATIONSHIP TO APPLICANT		510.16	
H. TOTAL INFORMATION	VEHICLE PURCHASED WEIGHT INFO (IF APPLICABLE)		GVWR		UNLADEN WEIGHT		REQ. REG. GROSS WT. INCLUDING LOAD		REQ. REG. GROSS COMB. WT. (IF APPLICABLE)	
	INSURANCE COMPANY NAME		Allstate		POLICY NO. (OR ATTACH BINDER)		0521173980303		POLICY EFFECTIVE DATE 09/01/99	
I. CERTIFICATION	ISSUING AGENT INFORMATION		I CERTIFY THAT ON MONTH 07 DAY 19 YEAR 99 I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.		ISSUING AGENT (PRINT NAME)		WASKO AUTOLAND OF DUBOIS		AGENT NO. 18683SU	
	1ST ASSIGNMENT		Signature of First Purchaser or Authorized Signer		TELEPHONE NUMBER		Signature of Seller		Signature of Co-Seller	
J. CERTIFICATION	2ND ASSIGNMENT		Signature of Second Purchaser or Authorized Signer		TELEPHONE NUMBER		Signature of Seller		Signature of Co-Seller	
	3RD ASSIGNMENT		Signature of Co-Purchaser/Title of Authorized Signer							
NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> . Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest goes to surviving owner.)										
NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> . IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L.										

If your registration documents are not received within 60 days, please contact PennDOT

MESSENGER NUMBER:

PURCHASE ORDER FOR

☐ NEW or ☒ USED ☐ DEMO ☐ CAR ☐ TRUCK **TITLE BRAND**

TR MAKE MODEL TYPE
 A10 F150 Club

COLOR ITEM MILEAGE

STOCK NO. SALESMAN TO BE DELIVERED ON OR ABOUT
 07-14-87

TRADE IF APPLICABLE

TR MAKE MODEL TYPE
 FORD TRUCK RANGER

COLOR ITEM MILEAGE
 40000

TITLE NO. PLATE NO. EXP. DATE

OWNER F. J. Edles

ADDRESS PHONE

AMOUNT USED/PAID VERIFIED BY

INSURANCE INFORMATION

NAME OF AGENT PHONE

ADDRESS

POLICY NUMBER COLLISION DEDUCTIBLE
 04117390303

INSURANCE CO. ☐ COPY ATTACHED

EFFECTIVE DATE EXP. DATE VERIFIED BY

WARRANTY INFORMATION

☒ **FACTORY WARRANTY** - The factory warranty constitutes all of the warranties with respect to the sale of this item/vehicle. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/vehicle.

☐ **USED CAR WARRANTY** - Used car is covered by a limited warranty detailed in a separate document.

☐ **AS IS** - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defect that presently exists or that may occur in the vehicle.

PURCHASER'S SIGNATURE X *[Signature]*

USED CAR CONTRACT DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$

PURCHASER'S SIGNATURE X *[Signature]*

NAME Edward J. Edles DATE 07-14-87

STREET Quincy Pike

CITY Rocky Hill, CT STATE CT ZIP 06154

PHONE FAX

PRICE OF VEHICLE

21900.00

EXTENDED WARRANTY TYPE

MONTHS MILES

Cash Price of Vehicle & Accessories 21900.00

Sales Tax 411.00

REGISTRATION TITLE TRANSFER ENCUMBRANCE 22.50 0.00 0.00

Documentary Fee 400.00

Messenger Fee

Notary Fee

ADDITIONAL CHARGES (IF ANY)

TOTAL CREDIT

Trade-In 13950.00

Less Payoff 0.00

Net Trade In 13950.00

Deposit 0.00

Cash on Delivery 0.00

Net Trade + Deposit + Cash on Delivery = Total Down Payment 13950.00

Unpaid Balance of Total Price 8445.00

Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby. This order shall not become binding until accepted by the dealer or his authorized representative. You, the buyer, may cancel this contract and receive a full refund any time before receipt of a copy of this contract signed by an authorized dealer representative by giving written notice of cancellation to the dealer.

Purchaser by his execution of this order acknowledges that he has read its terms and conditions and has received a true copy of this order.

PURCHASER'S SIGNATURE *[Signature]* ACCEPTED BY *[Signature]* DATE

Enclosed herein are copies of the bills for repairs.

RO # 307

5.8 V8

Super George, Inc.
DBA Wasco's Autoland
RD #1 Box 367A
DuBois, PA 15801

AUTO REPAIR ORDER

NAME Edward Ebbs
ADDRESS 753 Walnut St
CITY, STATE Barnesboro PA 15714

QUAN.	PART NO.	NAME OF PART	PRICE	CUSTOMER'S INFORMATION			
2	54020	Bush Rotors	147.30	DATE	CUSTOMER'S PHONE NO.	W/EN PROMISED	PHONE
				7/23/99	NO 367	7/23/99	
				YEAR MAKE MODEL	CHASSIS NO.	SERIAL NO.	STATION
				95 FORD F150	150	F150	9486
				LICENSE NO.	COOMETER	WRITTEN BY	
				2E0-91440	46,999	FRACK	
				<input type="checkbox"/> LUBE <input type="checkbox"/> OIL CHANGE <input type="checkbox"/> FLUSH STRAIGHT <input type="checkbox"/> FLUSH DIFF. <input type="checkbox"/> WASH <input type="checkbox"/> POLISH			
				✓ FRONT ROTORS Pulsar (20) ✓ RTR FRONT ROTORS ✓ RTR HOLD DOWN BRACKET (5) ✓ RTR LEFT RTR G.C. LAMP ASSY AND REVIEWS ✓ INSTALL SCREWS IN BULB SHIELD (3) ✓ CHECK RTR DRUMS (OK) (5) ✓ AIR CLEANER HOUSING - CLEAN WILL TRY TO LOCATE ONE. (3)			
				GAS, OIL & GREASE ACCESSORIES LABOUR ONLY 114.80 PARTS 147.30			
TOTAL PARTS			147.30				
MECHANICS RECOMMENDATIONS							
GALS. GAS							
QTS. OIL							
LBS. GREASE							
TOTAL GAS OIL & GREASE							
<input type="checkbox"/> RETAIN PARTS <input type="checkbox"/> DESTROY PARTS				TOTAL ACCESSORIES TAX			
ESTIMATE AMOUNT • PARTS & LABOR				TOTAL 262.10			

1. I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES PERMISSION TO OPERATE THE CAR, TRUCK OR VEHICLE HEREIN DESCRIBED ON MY BEHALF FOR THE PURPOSE OF TESTING AND REPAIRING THE SAME. I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN A REASONABLE PERIOD OF TIME AND I WILL BE NOTIFIED OF ANY DELAYS. I AGREE TO SIGN THIS ORDER FOR REPAIRS AND TO SIGN A RELEASE OF LIABILITY FOR THE REPAIRS. I AGREE TO SIGN THIS ORDER FOR REPAIRS AND TO SIGN A RELEASE OF LIABILITY FOR THE REPAIRS.

2. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

3. I DO NOT WANT AN ESTIMATE.

4. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

5. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

6. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

7. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

8. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

9. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

10. I REQUEST AN ESTIMATE IN WRITING BEFORE YOU BEGIN REPAIRS.

AUTO REPAIR ORDER

Form GT3870

with carbon

Adams

20 # 307

5.8 v8

AUTO

Super George, Inc.
DBA Wasko's Autoland
RD #1 Box 357A
DuBois, PA 15801

NAME Wasko's
ADDRESS RD #1 Box 357A
CITY, STATE PA

262.14
48.74
310.88

Internal
Subtotal

QUAN.	PART NO.	NAME OF PART	PRICE
2	54020	Brake Rotors	147.30
<p>DATE <u>7-23-99</u> ORDER NO. <u>10307</u> PHONE <u>1-23-99</u></p> <p>YEAR MAKE MODEL <u>95 FORD RANGER</u> SERIAL # <u>1FTOR15U55TA19486</u></p> <p>LICENSE NO. <u>2E0-9440</u> ODOMETER <u>46,999</u> WRITTEN BY <u>RAC</u></p> <p> <input type="checkbox"/> LUBE <input type="checkbox"/> OIL <input type="checkbox"/> FLUSH <input type="checkbox"/> FLUSH <input type="checkbox"/> WASH <input type="checkbox"/> CHANGE <input type="checkbox"/> TRANS. <input type="checkbox"/> DIFF. </p> <p> <input checked="" type="checkbox"/> Front Motors Reles (20) <input checked="" type="checkbox"/> Rear Front Rotors <input checked="" type="checkbox"/> Replaces Hold Down <input checked="" type="checkbox"/> RRR LOFT Rotor cre. Lamp Assy <input checked="" type="checkbox"/> And Revises <input checked="" type="checkbox"/> Last 111 screws in sub shield (3) <input checked="" type="checkbox"/> Check Rear Drums (OK) (5) <input checked="" type="checkbox"/> Air Clutch Housings (5) <input checked="" type="checkbox"/> Will try to locate one (2) </p>			
TOTAL PARTS		147.30	
GALS. GAS			114.80
QTS. OIL			147.30
LBS. GREASE			
TOTAL GAS			
OIL & GREASE			
<input type="checkbox"/> RETAIN PARTS <input type="checkbox"/> DESTROY PARTS		TOTAL ACCESSORIES	TAX
AUTHORIZED BY		TOTAL	262.10

I AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE TO SERVICE AND REPAIR YOUR VEHICLE. I HEREBY AGREE TO PAY THE PRICE MAY BE LESS THAN THE ESTIMATE. THE REPAIR PERFORMED. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION. TRANSPORTATION ESTIMATE. I UNDERSTAND THAT MY CAR WILL BE REASSEMBLED WITHIN OF THE DATE SHOWN. I CHOOSE NOT TO AUTHORIZE THE SERVICES RECOMMENDED.

GT3870

AUTO REPAIR ORDER

with carbon

Adams

GT3870

3 Part

AUTO REPAIR ORDER *Internal*

**Super George, Inc.
DBA Wasko's Autoland
RD #1 Box 357A
DuBois, PA 15801**

NAME: Waskos A. Hoiland
ADDRESS: RD 1 Box 357A
CITY, STATE: Dubois PA 15801

[illegible]

YOU ARE ENTITLED TO A FREE ESTIMATE ON THE SERVICE YOU HAVE REQUESTED. THE SERVICE PRICE MAY BE LESS THAN THE PRICE YOU WOULD PAY FOR THE SERVICE WITHOUT YOUR PARTICIPATION. YOUR RESPONSE WILL INDICATE YOUR SERVICE SELECTION.

TELEPHONE ESTIMATE: 1. I REQUEST THAT MY CALL BE RECALLED WITHIN _____ DAYS OF THE DATE SHOWN. 2. I REQUEST THAT MY CALL BE RECALLED WITHIN _____ DAYS OF THE DATE SHOWN. 3. I REQUEST THAT MY CALL BE RECALLED WITHIN _____ DAYS OF THE DATE SHOWN.

1. I consent to release the above named individual from my custody and to allow him/her to return to the custody of the State of New York.

[illegible]

3.1 On the way to a solution

AUTO REPAIR ORDER

Enclosed please find portions of the Answers to Interrogatories.

Printed 6/12/00 04:21 PM

Vehicle Information

1G4AH51W3J6403610 1988 BUICK CENTURY White 4 door 89,382 Miles EXEMPT
 Current Owner M1533 St. Clair Motors Last Block Activity: 08/06/1999 12
 17310 ST. CLAIR CLEVELAND OH 44110-0000 Current Tran Acct ADESA
 Office Number 12161 481-4600

Activation

Sale

Options

Announcements

Activity

Commercial

Vehicle

Inventory

Owners

M1533 St. Clair Motors

B1525 Wasko's Autoland of Brooklye

Registered 07/27/1999 9:20:39 AM

By: Andre Gerda

Reserved

By: Sue Jones

Sale Type: Consignment Sale

Rep:

Auctioneer: Randy Forberg

Block Clerk: Joan McClain

Selling Rep: George Wasko (207)

Buying List:

Buying Rep:

Bid: \$950

Bid Start: 11:42:18 am End: 11:43:50 am

Result: Not Sold

Lane 07

Trs:

Guarantee: Red Light As Is

Sale Data

Lot

8/6/99 (c) G115 Sale: 08/06/99 12:06 pm

7/30/99 (c) G94 Not Sold 07/30/99 11:43 am

7/23/99 (c) G150 Not Sold 07/23/99 12:44 pm

7/23/99 (c) G150 Not Sold 07/23/99 12:39 pm

Exhibit "B"



Calls for 814-375-7937

August 13, 1999

Your local calling usage for this line was \$14.29
Your local calling allowance for this line is \$.00

Continued



Calls for 814-375-7938

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Jul 20	8:57AM	Day	To HAZEN	PA 814-328-5139	0.4	.06	A
2	Jul 20	1:52PM	Day	To HAWTHORN	PA 814-365-5455	0.4	.06	A
3	Jul 20	4:50PM	Day	To BROOKVILLE	PA 814-849-0501	0.1	.06	A
4	Jul 20	7:44PM	Evening	To BROOKVILLE	PA 814-849-2434	2.1	.25	A
5	Jul 21	5:07PM	Evening	To BROOKVILLE	PA 814-849-2434	0.3	.06	A
6	Jul 22	2:37PM	Day	To CLARION	PA 814-226-4000	2.6	.31	A
7	Jul 22	5:51PM	Evening	To CLARION	PA 814-227-8490	0.5	.06	A
8	Jul 22	5:54PM	Evening	To BROOKVILLE	PA 814-849-3395	1.5	.18	A
9	Jul 22	6:51PM	Evening	To BROOKVILLE	PA 814-849-8182	2.7	.32	A
10	Jul 23	9:33AM	Day	To BARNESBORO	PA 814-948-4700	0.1	.06	A
11	Jul 23	1:47PM	Day	To BROOKVILLE	PA 814-849-5410	4.4	.53	A
12	Jul 23	2:29PM	Day	To BROOKVILLE	PA 814-849-5410	3.5	.42	A
13	Jul 23	5:41PM	Evening	To BROOKVILLE	PA 814-849-2434	0.1	.06	A
14	Jul 24	12:59PM	Nite/wknd	To HAWTHORN	PA 814-365-5646	4.5	.54	A
15	Jul 24	3:40PM	Nite/wknd	To BROOKVILLE	PA 814-849-7672	2.8	.34	A
16	Jul 26	10:16AM	Day	To PUNXSUTWNY	PA 814-938-5223	3.5	.42	A

Continued



Calls for 814-375-7661

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 9	9:05AM	Day	To ALTOONA	PA 814-946-9133	1.0	.12	A
2	Aug 9	10:07AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.1	.06	A
3	Aug 9	10:10AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.6	.07	A
4	Aug 9	10:36AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.7	.08	A
5	Aug 9	10:37AM	Day	To PUNXSUTWNY	PA 814-938-0822	0.9	.11	A
6	Aug 9	12:47PM	Day	To ALTOONA	PA 814-946-9133	1.4	.17	A
7	Aug 9	12:54PM	Day	To ALTOONA	PA 814-946-9133	1.1	.13	A
8	Aug 9	4:07PM	Day	To PUNXSUTWNY	PA 814-938-0822	1.0	.12	A
9	Aug 10	12:07PM	Day	To BROOKVILLE	PA 814-849-1955	2.6	.31	A
10	Aug 12	9:55AM	Day	To BROOKVILLE	PA 814-849-1955	0.8	.10	A
11	Aug 13	10:39AM	Day	To ALTOONA	PA 814-946-9133	0.9	.11	A
12	Aug 13	1:28PM	Day	To ALTOONA	PA 814-946-9133	1.0	.12	A
13	Aug 13	4:18PM	Day	To ALTOONA	PA 814-946-9133	0.9	.11	A
14	Aug 13	4:48PM	Day	To ALTOONA	PA 814-946-9133	0.9	.11	A
15	Aug 13	5:42PM	Evening	To ALTOONA	PA 814-946-9133	0.8	.10	A
16	Aug 13	7:44PM	Evening	To ALTOONA	PA 814-946-9133	0.7	.08	A

Continued



Calls for 814-375-7932

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Jul 19	5:10PM	Evening	To BROOKVILLE	PA 814-849-0591	2.0	.24	A
2	Jul 26	3:02PM	Day	To CHERRYTREE	PA 814-743-6287	2.5	.30	A
3	Jul 26	7:58PM	Evening	To BARNESBORO	PA 814-948-4700	3.5	.42	A
4	Jul 29	10:48AM	Day	To HAWTHORN	PA 814-365-2335	0.2	.06	A
5	Jul 29	11:16AM	Day	To ST MARYS	PA 814-834-7234	7.6	.91	A
6	Jul 30	12:57PM	Day	To BROOKVILLE	PA 814-849-2434	0.1	.06	A
7	Aug 9	4:19PM	Day	To BROOKVILLE	PA 814-849-5410	14.3	1.72	A
8	Aug 9	5:30PM	Evening	To BROOKVILLE	PA 814-849-8922	3.1	.37	A
9	Aug 10	7:09PM	Evening	To HAWTHORN	PA 814-365-5646	0.5	.06	A

T=Tax and or surcharge rate applied: A=9.00%

Six Second Toll Rating

Your local calling usage for this line was \$.56
Your local calling allowance for this line is \$.00

Continued



Calls for 814-375-7646

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 2	10:10AM	Day	To BROOKVILLE PA	814-849-5410	1.9	.23	A
2	Aug 2	1:29PM	Day	To CLARION PA	814-226-7440	4.4	.53	A
3	Aug 2	3:28PM	Day	To BROOKVILLE PA	814-849-2434	2.4	.29	A
4	Aug 2	3:58PM	Day/eve	To CLARION PA	814-226-4950	3.3	.40	A
5	Aug 2	7:27PM	Evening	To SUMMERVL PA	814-856-2959	3.0	.36	A
6	Aug 3	9:50AM	Day	To BROOKVILLE PA	814-849-5410	0.1	.06	A
7	Aug 3	10:53AM	Day	To HOUTZDALE PA	814-378-7488	0.1	.06	A
8	Aug 3	5:22PM	Evening	To BROOKVILLE PA	814-849-2434	0.3	.06	A
9	Aug 3	5:40PM	Evening	To FRENCHVL PA	814-263-4134	1.0	.12	A
10	Aug 3	7:11PM	Evening	To BROOKVILLE PA	814-849-5410	1.1	.13	A
11	Aug 3	7:32PM	Evening	To BROOKVILLE PA	814-849-2434	0.1	.06	A
12	Aug 3	7:40PM	Evening	To BROOKVILLE PA	814-849-2434	1.0	.12	A
13	Aug 3	7:48PM	Evening	To BROOKVILLE PA	814-849-4670	2.4	.29	A
14	Aug 4	11:29AM	Day	To CLEARFIELD PA	814-765-4108	0.5	.06	A
15	Aug 4	12:44PM	Day	To ST MARYS PA	814-834-0023	11.0	1.32	A
16	Aug 4	1:57PM	Day	To HAWTHORN PA	814-365-5646	0.4	.06	A

Continued



Calls for 814-375-7646

August 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 5	6:46PM	Evening	To BROOKVILLE PA	814-849-7883	0.2	.06	A
2	Aug 5	6:48PM	Evening	To BROOKVILLE PA	814-849-8922	7.3	.88	A
3	Aug 6	9:12AM	Day	To BROOKVILLE PA	814-849-2277	0.6	.07	A
4	Aug 6	9:35AM	Day	To BROOKVILLE PA	814-849-2277	3.1	.37	A
5	Aug 6	10:29AM	Day	To BROOKVILLE PA	814-849-5410	11.2	1.34	A
6	Aug 6	4:20PM	Day	To BROOKVILLE PA	814-849-5410	1.9	.23	A
7	Aug 6	4:44PM	Day	To BROOKVILLE PA	814-849-2434	0.7	.08	A
8	Aug 6	4:47PM	Day	To BROOKVILLE PA	814-849-2434	1.8	.22	A
9	Aug 7	12:00PM	Nite/wknd	To BARNESBORO PA	814-948-4700	0.5	.06	A
10	Aug 7	12:08PM	Nite/wknd	To BROOKVILLE PA	814-849-0571	0.6	.07	A
11	Aug 7	12:23PM	Nite/wknd	To CLEARFIELD PA	814-765-4108	0.7	.08	A
12	Aug 7	5:07PM	Nite/wknd	To CLARION PA	814-226-4950	1.1	.13	A
13	Aug 9	9:19AM	Day	To BROOKVILLE PA	814-849-3014	0.5	.06	A
14	Aug 9	10:06AM	Day	To BROOKVILLE PA	814-849-3395	0.3	.06	A
15	Aug 9	11:44AM	Day	To CLARION PA	814-226-4950	0.8	.10	A
16	Aug 9	2:34PM	Day	To BROOKVILLE PA	814-849-5410	1.5	.18	A

Continued



Calls for 814-375-7938

September 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 23	1:20PM	Day	To CLARION	PA 814-226-5053	1.3	.16	A
2	Aug 23	1:23PM	Day	To ALTOONA	PA 814-946-9130	1.7	.20	A
3	Aug 23	7:32PM	Evening	To BROOKVILLE	PA 814-849-3059	4.0	.48	A
4	Aug 24	1:43PM	Day	To BARNESBORO	PA 814-948-4700	0.7	.08	A
5	Aug 24	2:50PM	Day	To PUNXSUTWNY	PA 814-939-3740	0.7	.08	A
6	Aug 24	3:12PM	Day	To BROOKVILLE	PA 814-849-5410	0.4	.06	A
7	Aug 24	3:13PM	Day	To BROOKVILLE	PA 814-849-5410	0.8	.10	A
8	Aug 24	4:02PM	Day	To ALTOONA	PA 814-946-9130	2.4	.29	A
9	Aug 25	11:27AM	Day	To BROOKVILLE	PA 814-849-2277	1.3	.16	A
10	Aug 25	1:11PM	Day	To HAZEN	PA 814-328-2222	6.2	.74	A
11	Aug 26	10:48AM	Day	To BROOKVILLE	PA 814-849-0501	0.4	.06	A
12	Aug 26	2:32PM	Day	To ST MARYS	PA 814-781-3880	10.6	1.27	A
13	Aug 27	9:53AM	Day	To JOHNSONBG	PA 814-965-3146	0.8	.10	A
14	Aug 27	4:36PM	Day	To BROOKVILLE	PA 814-849-2434	0.3	.06	A
15	Aug 27	5:51PM	Evening	To CENTREHALL	PA 814-364-9871	5.2	.62	A
16	Aug 27	7:32PM	Evening	To CLARION	PA 814-226-4950	0.1	.06	A

Continued

Calls for 814-375-5679

September 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 24	9:58AM	Day	To BROOKVILLE PA	814-849-5410	4.5	.54	A
2	Aug 24	10:31AM	Day	To BROOKVILLE PA	814-849-2277	0.7	.08	A
3	Aug 24	10:39AM	Day	To ALTOONA PA	814-946-9130	3.5	.42	A
4	Aug 24	12:42PM	Day	To BROOKVILLE PA	814-849-2277	3.2	.38	A
5	Aug 24	1:04PM	Day	To BROOKVILLE PA	814-849-2277	4.6	.55	A
6	Aug 24	1:51PM	Day	To BROOKVILLE PA	814-849-2277	1.6	.19	A
7	Aug 24	2:05PM	Day	To BROOKVILLE PA	814-849-2277	1.0	.12	A
8	Aug 24	2:38PM	Day	To BROOKVILLE PA	814-849-5410	0.7	.08	A
9	Aug 24	2:49PM	Day	To BROOKVILLE PA	814-849-5410	1.0	.12	A
10	Aug 24	3:08PM	Day	To BROOKVILLE PA	814-849-2277	3.8	.46	A
11	Aug 24	3:12PM	Day	To BROOKVILLE PA	814-849-2277	2.7	.32	A
12	Aug 24	4:05PM	Day	To BROOKVILLE PA	814-849-5410	0.5	.06	A
13	Aug 24	5:26PM	Evening	To CLARION PA	814-229-2050	0.5	.06	A
14	Aug 24	6:23PM	Evening	To PUNXSUTWNY PA	814-939-3740	0.2	.06	A
15	Aug 25	9:53AM	Day	To HAZEN PA	814-328-2027	1.5	.18	A
16	Aug 25	10:20AM	Day	To BROOKVILLE PA	814-849-2379	1.4	.17	A

Continued



Calls for 814-375-5679

September 13, 1999

No.	Date	Time	Call type	Place	Number	Minutes	Cost	T
1	Aug 26	3:40PM	Day	To CURWENSVL PA	814-236-3078	3.7	.44	A
2	Aug 26	3:46PM	Day	To ST MARYS PA	814-781-3880	0.8	.10	A
3	Aug 26	4:09PM	Day	To BROOKVILLE PA	814-849-2277	3.2	.38	A
4	Aug 26	5:22PM	Evening	To PUNXSUTWNY PA	814-938-7447	1.9	.23	A
5	Aug 26	5:41PM	Evening	To BROOKVILLE PA	814-849-3437	2.9	.35	A
6	Aug 26	6:19PM	Evening	To BIG RUN PA	814-427-5266	3.8	.46	A
7	Aug 26	6:36PM	Evening	To BIG RUN PA	814-427-5266	3.4	.41	A
8	Aug 26	6:46PM	Evening	To BIG RUN PA	814-427-5266	3.6	.43	A
9	Aug 26	6:54PM	Evening	To CLARION PA	814-226-4950	0.5	.06	A
10	Aug 26	7:04PM	Evening	To BIG RUN PA	814-427-5266	4.6	.55	A
11	Aug 26	7:10PM	Evening	To BROOKVILLE PA	814-849-4670	1.2	.14	A
12	Aug 26	7:45PM	Evening	To BIG RUN PA	814-427-5266	0.7	.08	A
13	Aug 27	9:50AM	Day	To BROOKVILLE PA	814-849-3395	3.2	.38	A
14	Aug 27	10:02AM	Day	To MAHAFFEY PA	814-277-5551	0.6	.07	A
15	Aug 27	10:40AM	Day	To CLARION PA	814-226-4950	0.1	.06	A
16	Aug 27	12:06PM	Day	To BARNESBORO PA	814-948-4700	0.6	.07	A

Continued

Enclosed please find two odometer disclosure statements.

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, WASKO AUTOLAND OF DUBOIS, state that the odometer (transferor's name - PRINT) 46673 (no tenths) miles (of the vehicle described below) now reads _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE <u>Ford</u>	BODY TYPE <u>F150</u>	MODEL <u>E6</u>
VEHICLE ID-NUMBER		STOCK NUMBER <u>WV36A</u>
COLOR <u>Black</u>	TRIM	YEAR <u>96</u>

TRANSFEROR'S PRINTED NAME (SELLER) <u>WASKO AUTOLAND OF DUBOIS</u>		
TRANSFEROR'S STREET ADDRESS <u>RT'S 119 & 322</u>		
CITY <u>Du Bois, Pa</u>	STATE <u>Pa</u>	ZIP CODE <u>15801</u>
DATE OF STATEMENT <u>07-19-99</u>	TRANSFEROR'S SIGNATURE (SELLER) <u>[Signature]</u>	
	X <u>Don Schreder</u> PRINTED NAME OF PERSON SIGNING	

TRANSFEE'S PRINTED NAME (BUYER) <u>Edward J. Ebbs</u> <u>Annette Ebbs</u>		
STREET ADDRESS <u>753 Walnut St</u>		
CITY <u>BARNESBORO, PA</u>	STATE <u>PA</u>	ZIP CODE <u>15714</u>
RECEIPT OF COPY ACKNOWLEDGED		
X <u>[Signature]</u> TRANSFEE'S SIGNATURE - BUYER	DATE	
X <u>Annette</u> PRINTED NAME OF PERSON SIGNING	DATE	

WHITE - TRANSFEROR'S COPY

YELLOW - TRANSFEE'S COPY

ODOMETER DISCLOSURE STATEMENT

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, Edward J. Ebbs Annette Ebbs, state that the odometer (transferor's name - PRINT)

(of the vehicle described below) now reads 48000 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- ☐ (2) I hereby certify that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

MAKE FORD TRUCK	BODY TYPE PKP STYLE SUPER CABRANGER	MODEL
VEHICLE ID-NUMBER 1FTCR15U5STA19486		STOCK NUMBER
COLOR	TRIM	YEAR 1995

TRANSFEROR'S PRINTED NAME (SELLER)		
Edward J. Ebbs Annette Ebbs		
TRANSFEROR'S STREET ADDRESS		
753 Walnut St		
CITY	STATE	ZIP CODE
BARNESBORO, PA	15714	
DATE OF STATEMENT	TRANSFEROR'S SIGNATURE (SELLER)	
07-19-99	X <i>[Signature]</i>	
	XX <i>[Signature]</i>	
	PRINTED NAME OF PERSON SIGNING	

TRANSFEEE'S PRINTED NAME (BUYER)		
WASKO AUTOLAND OF DUBOIS		
STREET ADDRESS		
RT'S 119 & 322		
CITY	STATE	ZIP CODE
Du Bois, Pa	15801	
RECEIPT OF COPY ACKNOWLEDGED		
X <i>[Signature]</i>	DATE	
TRANSFEEE'S SIGNATURE - BUYER		
X <i>[Signature]</i>	DATE	
PRINTED NAME OF PERSON SIGNING		

WHITE - TRANSFEROR'S COPY

YELLOW - TRANSFEEE'S COPY

Enclosed please find the document of July 26, 1999.

Wasko's autoland
Rts 119 and 322
Dubois Pa
(814)-375-7488

Wasko,s autoland and Mr. Edward Ebbs have agreed to exchange the 1996 Ford F150 Eddie Bauer extended cab truck that he purchased on 7-19-1999 at the above location for his 1995 Ford Ranger Extended cab. The amount owed to Mr. Ebbs is \$7500.00 for this exchange. This includes a full servicing on the Ranger and a full detail. The title for the 1995 Ford Ranger therefore will still be registered to Mr. Ebbs since transaction was not registered thru the state as of todays date. The transaction is being done with Mr. Ebbs complete satisfaction and of his knowledge and consent for Wasko's Autoland to keep his 1988 Buick Century.

Customer signature

Michael J Seybert
Sales associate

Nancy McKee
General Manager

Sue Wasko
President

07-26-1999

Enclosed please find documents concerning the payment and
refund of \$8,500.00.

WASKO MOTORS
R.D. #3, Box 69B (814) 849-5393
BROOKVILLE, PENNSYLVANIA 15825

51971
RECEIPT NO.

*

RECEIVED OF Annette ERBS DATE July 20 19 99

\$ 8,500

chk # 502801

DETAIL	ACCOUNT	NOTE	HOW PAID
AMOUNT DUE		<u>\$ 400</u>	CASH
AMOUNT PAID			CHECK
			CREDIT CARD
			DRAFT
BALANCE DUE			MONEY ORDER

BY [Signature]

Thank You

FORM CTM-139-NC (4/96)

Reynolds-Reynolds

DETACH HERE BEFORE DEPOSITING

C & G SAVINGS BANK

YOUR ENDORSEMENT ON THE ABOVE CHECK WILL ACKNOWLEDGE RECEIPT IN FULL FOR THE ITEMS LISTED BELOW. SHOULD THERE BE ANY QUESTIONS REGARDING THIS CHECK, RETURN IT TO US WITHOUT ALTERATION.

DATE ACCOUNT NUMBER	DESCRIPTION	AMOUNT
050801318	DDA WITH #05-08-13186 A ERES	\$8,500.00



2067

**PAY
TO THE
ORDER OF**

Edward Ebbs

13

JUL 28 1997

DATE _____

July 27, 1999

60-1676/313

\$ 8500.00

Eight Thousand Five Hundred and ^{xx}/100 080072704 407 00 5139 05156



DUBOIS OFFICE • DUBOIS, PA 15801

FOR

00000850000

[illegible]

073052 001001001709 12

U Savings Bank
(814) 674-3661
Patton 05
231371605 <

DO NOT WRITE, STAMP OR SIGN BELOW THE LINE
RESERVED FOR FINANCIAL INSTITUTIONS

ENDORSE HERE

Edward Elton
Augusta Graham

Enclosed please find statements concerning attorney's fees
and costs.

ATTORNEY'S FEES & COSTS⁴

<u>Month</u>	<u>Hours</u>	<u>Amount⁵</u>
April 2000 ⁶	12 3/4	\$ 679.22
May 2000	4	\$ 321.30
June 2000	5 1/2	\$ 425.57
July 2000	1 1/4	\$ 129.08
August 2000	1/4	\$ 21.10
September 2000	3/4	\$ 64.54
October 2000	1 1/4	\$ 95.54
November 2000	1 3/4	\$ 199.95
February 2001	4 1/4	\$ 341.05
March 2001	4 3/4	\$ 359.50
Hearing & Preparation (projected)	8	\$ 600.00
TOTAL:		\$3,236.85

44 1/2 hours @ \$75.00 = \$3,337.50
Amount Charged: \$3,236.85

⁴A summary of attorney's fees and costs is provided herein. All of the detailed billing records were not provided due to client privilege. The records that support this summary are available for review upon request, at which time certain information may be redacted.

⁵This amount includes legal services as well as out-of-pocket costs.

⁶For the month of April, a courtesy reduction was given.

WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS
CLEARFIELD COUNTY COURTHOUSE
P.O. BOX 549
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 1330

No 36722 A

RECEIVED OF Cynthia Stewart, Esq. DATE April 11 19 2000

ATTORNEY

CASE #

00-431-CO

Ed - Annette Ebbs

vs.

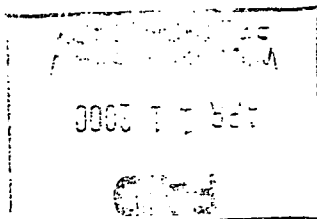
Wacko Auto Land

QUANTITY

DESCRIPTION

AMOUNT \$ 80.00

D. J. Appeal



TOTAL \$

80.00

CASH

M/O

CHECK #

697

THE ABOVE MENTIONED INSTRUMENTS ARE RECEIVED SUBJECT TO THE PROVISIONS OF ACT OF ASSEMBLY
REQUIRING PAYMENT OF FEES IN ADVANCE. NO REFUNDS ON OVERPAYMENT OF \$5.00 OR LESS.

EDWARD J. EBBS 7-91
753 WALNUT AVE. PH. 814-948-4700
BARNESBORO, PA 15714

60-7160/2313
3056001316

697

DATE 4/11/50

PAY TO THE
ORDER OF

Clearfield Court Prothonotary \$80.00
Eighty dollars only

DOLLARS



403 RAILROAD AVE. PATTON, PA 15668

MEMO

Wing fee reward

Edward J. Ebbs

⑆231371605⑆3 056001316⑈ 0697