

00-131-CD SUPER GEORGE, INC. t/a/b/a  
ED EBBS et al -vs- WASKO AUTO LAND

COURT OF COMMON PLEAS

FROM

JUDICIAL DISTRICT

46th

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-431-00

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

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  
\_\_\_\_\_  
Signature

William A. Shaw  
Prothonotary

PP  
80-  
NY  
ATM  
SJEW  
for PUFF

---

## 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\_\_\_\_\_

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

**NOTICE OF JUDGMENT/TRANSCRIPT  
CIVIL CASE**

PLAINTIFF: NAME and ADDRESS

**EBBS, ED & ANNIE**  
**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 & ANNIE EBBS**  
**753 WALNUT AVE**  
**NORTHERN CAMBRIA, PA 15714**

**THIS IS TO NOTIFY YOU THAT:**

Judgment:

FOR DEFENDANT

00-431-CO

Judgment was entered for: (Name) WASKO AUTO LAND

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

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>
<b>Total</b>	\$ <u>.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
<b>Certified Judgment Total</b> \$ _____	

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	
Ubsko Auto Land	
Street & Number	
R.O. 8, Box 760	
Post Office, State, & ZIP Code	
Brinkville PA 15825	
Postage	\$ .33
Certified Fee	1.40
Special Delivery Fee	0.25
Restricted Delivery Fee	0.25
Return Receipt Showing to Whom & Date Delivered	15/12/00
Return Receipt Showing to Whom, Date, & Addressee's Address	15/12/00
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 N. Ford	
Street & Number	
109 North Brady Street	
Post Office, State, & ZIP Code	
P.O. Box 453, DuBois, PA 15801	
Postage	\$ 33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	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.
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  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.

## 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	MAG. DIST. NO. OR NAME OF D.J.		
Edward and Arnette Ebbs	46-03-01		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
753 Walnut Avenue	Northern Cambria	Pennsylvania	15714
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
03-13-00	Ed and Arnette Ebbs vs. Wasko Auto Land		
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 19 0000058-00	Cynthia B Stewart		
LT 19			
This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.		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.	
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			

## 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, 1990

\_\_\_\_\_  
Signature of Prothonotary or Deputy

\_\_\_\_\_  
Signature of Prothonotary or Deputy

2  
FILED

04/29/2000  
APR 19 2000

ICC  
Attn:  
FPL  
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 April 12, 2000,  by personal service  by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 19<sup>th</sup> 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	

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**  
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 & ANNIE**

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-CD**

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

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

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

**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

My commission expires first Monday of January,

**2006**

**SEAL**

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

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

PLAINTIFF:

EDWARD J EBBS AND ANNETTE Y. EBBS  
753 WALNUT AVE  
Northern Cambria, PA 15714

NAME and ADDRESS

DEFENDANT:

WASKO'S AUTOLAND  
RR 8 BOX 76

NAME and ADDRESS

BROOKVILLE, PA 15825  
Formerly, Wasko's Autoland of Dubois  
Intersection of RTE 119 + 322, Dubois, PA 15801

VS.

Docket No: CV58-99  
Date Filed:



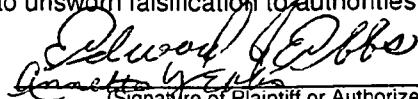
	AMOUNT	DATE PAID
FILING COSTS	\$ _____	/ /
SERVING COSTS	\$ _____	/ /
TOTAL	\$ _____	/ /

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 in trade of 1995 FORD RANGER + 1988 Buick Century + \$8500.00 cash. Total amt \$21,455.66. 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/ lg cash differences or unrealistic value of \$300.00 ④ failure to act in good faith ⑤ follow up repair paperwork numbers are inconsis- tency of 1988 Buick Century was never returned. This is reflected in total price of \$21,455.66  
- \$10,500.00 - value of RANGER  
- \$8,500.60 - 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. Ebbs + Annette Y. Ebbs 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. Ebbs  
Annette Y. Ebbs

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

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

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  
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)

A. VEHICLE PURCHASED	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)	MAKE OF VEHICLE	MODEL YEAR	I. TAX/FEES	1ST ASSIGNMENT	2nd ASSIGNMENT
	VEHICLE IDENTIFICATION NUMBER	CONDITION	<input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR	PURCHASE PRICE (See note on reverse)	21900.00	
B. SELLER	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	LESS TRADE-IN	13955.66	
	WASKO AUTOLAND OF DUBOIS			TAXABLE AMOUNT	7944.34	
C. 1ST PURCHASER	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/ PURCHASED	1. Sales Tax Due x 6% (.06) or x 7% (.07) *(See note on reverse).	
	Ebbs, Edward J.			07-19-99	1A Exemption Reason Code (must be a number from 1 to 23 or 0)	
D. 2ND PURCHASER	CO-PURCHASER	Annette Ebbs			1B First Assignment	1B Second Assignment
	STREET	753 Walnut St	BARNESBORO	COUNTY CODE	2. Title Fee	22.50
E. VEHICLE TRADED	CITY	STATE	ZIP CODE	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY	3. Lien Fee	5.00
	CAMBRIA	PA	15714		4. Registration or Processing Fee	
F. APPLICATION FOR REGISTRATION	CO-PURCHASER	STREET	COUNTY CODE	Fee Exempt Number as assigned by the Bureau		
	CITY	STATE	ZIP CODE	5. Duplicate Reg. Fee No. of Cards		
G. CERTIFICATION	MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER		6. Transfer Fee	5.00	
	FORD TRUCK	1FTCR15U5STA19486		7. Increase Fee		
H. ADDITIONAL INFORMATION	MODEL YEAR	BODY TYPE (CP, TK, ETC.)	CONDITION	8. Replacement Fee		
	1995	PKP STYLE SUPER CAB	<input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR		9. TOTAL PAID (Add 1 thru 8)	510.16
I. SIGNATURE	ORIGINAL PLATE <input checked="" type="checkbox"/> Check One	<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/> TRANSFER & RENEWAL OF PLATE <input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE <input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER			10. 510.16	
	PLATE TO BE ISSUED BY BUREAU (PROOF OF IN- SURANCE MUST BE AT- ACHED.)	PLATE NO.	ZEO-9440	REASON FOR REPLACEMENT	<input type="checkbox"/> LOST <input type="checkbox"/> DEFACED <input type="checkbox"/> STOLEN	
J. SIGNATURE	EXCHANGE PLATE TO BE ISSUED BY BUREAU	EXPIRES	02-29-2000	<input type="checkbox"/> NEVER RECEIVED (LOST IN MAIL)	NOTE: If "NEVER RECEIVED" block is checked, applicant must complete form MV-44.	
	TEMPORARY PLATE ISSUED BY FULL AGENT	Month	Year			
K. SIGNATURE	TRANSFERRED FROM THE NO. 49114362701	VIN	1FTCR15U5STA19486	RELATIONSHIP TO APPLICANT		
	TEMP. PLATE NO.	SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANS- FERRED (IF OTHER THAN APPLICANT)	SIGN HERE			
L. SIGNATURE	VEHICLE PURCHASED WEIGHT INFO. (IF APPLICABLE)	UNLADEN WEIGHT	REQ. REG. GROSS WT. INCLUDING LOAD	REQ. REG. GROSS COMB. WT. (IF APPLICABLE)		
	INSURANCE COMPANY NAME: H11state	POLICY NO. (OR ATTACH BINDER)	0521173980312	POLICY EFFECTIVE DATE 01/01/99	POLICY EXPIRATION DATE 01/01/2010	
M. SIGNATURE	ISSUING AGENT INFOR- MATION	I CERTIFY THAT ON MONTH 01/ DAY 1999 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. 158618683SU		
			ISSUING AGENT SIGNATURE		TELEPHONE NO. (B14) 375-74	
N. SIGNATURE	Signature of First Purchaser or Authorized Signer	TELEPHONE NUMBER	Signature of Seller			
	Signature of Co-Purchaser/Title of Authorized Signer	( )	Signature of Co-Seller			
O. SIGNATURE	Signature of Second Purchaser or Authorized Signer	TELEPHONE NUMBER	Signature of Seller			
	Signature of Co-Purchaser/Title of Authorized Signer	( )	Signature of Co-Seller			
P. SIGNATURE	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-11.				
		If your registration documents are not received within 60 days, please contact PennDOT				
MESSENDER NUMBER:						

3. APPLICANT'S COPY/TEMPORARY REGISTRATION (VALID FOR 60 DAYS)

<b>PURCHASE ORDER FOR</b>			
<input type="checkbox"/> NEW or <input checked="" type="checkbox"/> USED		<input type="checkbox"/> DEMO <input checked="" type="checkbox"/> CAR <input type="checkbox"/> TRUCK <input type="checkbox"/> TITLE BRAND	
YR.	MAKE	MODEL	TYPE
1990	F150	Club	
COLOR	ITEM	MILEAGE	
STOCK NO.		SALESMAN	TO BE DELIVERED ON OR ABOUT
			10/7/1990
TRADE IF APPLICABLE			
YR.	MAKE	MODEL	TYPE
COLOR	ITEM	MILEAGE	
TITLE NO.		PLATE NO.	EXP. DATE
OWNER	I CAN #		
ADDRESS	PHONE		
AMOUNT	DOWN PAY.	VERIFIED BY	
INSURANCE INFORMATION			
NAME OF AGENT	PHONE		
ADDRESS			
POLICY NUMBER	COLLISION DEDUCTIBLE		
INSURANCE CO.	<input type="checkbox"/> COPY ATTACHED		
EFFECTIVE DATE	EXP. DATE	VERIFIED BY	

NAME		DATE
John J. Flute		10/7/1990
STREET		
CITY	STATE	ZIP
DETROIT, MI		48214
PHONE	TYPE	AREA
(313) 555-1234	HOME	555

**PRICE OF VEHICLE** \$19,900.00

**VEHICLE DESCRIPTION**

MONTHS	MILES	CASH PRICE OF VEHICLE & ACCESSORIES				
		Sales Tax	REGISTRATION	TITLE	TRANSFER	ENCUMBRANCE
32.00	6,000	5.00				Documentary Fee
						Messenger Fee
						Notary Fee

**ADDITIONAL CHARGES (IF ANY)**

**TOTAL CREDIT**

\*Payoff Amount  
Is Subject To  
Verification

**Total Price** \$19,900.00  
**Trade-In** 1,395.00  
**Less Payoff\*** 0.00  
**Net Trade In** 1,395.00  
**Deposit** 0.00

**Cash on Delivery** 0.00

**Net Trade + Deposit + Cash on Delivery = Total Down Payment** 1,395.00

**Unpaid Balance of Total Price** \$18,505.00

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 *John J. Flute*

ACCEPTED BY *John J. Flute* DATE 10/7/1990  
(IF ALFR OR HIS AUTHORIZED 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

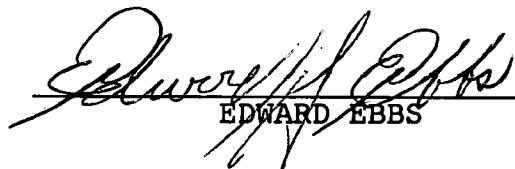
Annette Ebbs

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.

11-25-00  
Date

  
EDWARD EBBS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

EDWARD EBBS and ANNENETTE 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 EBBS and ANNETTE EBBS,  
Plaintiffs

-vs-

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

Docket No. 00-431-CD

COMPLAINT

FILED

100  
013041300  
W. C. C. Catt  
Dwight L. Koerber, Jr.  
Stewart  
FEB  
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

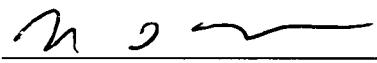
CIVIL DIVISION

EDWARD EBBS and ANNETTE EBBS,	*
Plaintiffs	*
	*
vs.	*
	NO: 00-431-CD
	*
SUPER GEORGE, INC., t / d / b / a	*
WASKO AUTOLAND,	*
Defendant	*

**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.	*
	NO: 00-431-CD
	*
SUPER GEORGE, INC., t / d / b / a	*
WASKO AUTOLAND,	*
Defendant	*

**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 due 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

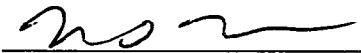
26, 1999 are irrelevant and immaterial and the only issue to be resolved is whether Defendant breached the contract entered into on that date. The Complaint otherwise fails to state a claim upon which relief can be granted.

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**

2 CC  
07048801 A44  
JUN 15 2000

William A. Shaw  
Prothonotary

KWD

**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. \* NO: 00-431-CD  
\*  
\*  
SUPER GEORGE, INC., t / d / b / a \*  
WASKO AUTOLAND, \*  
Defendant \*

**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

Dated: 6/15/00

  
Michael S. Marshall, Esquire  
Attorney for Defendant

**FILED**

JUN 15 2000

William A. Shaw  
Prothonotary

**FILED**

cc

010:05 8884

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

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 Clear to Atty

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

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  
MASKO'S AUTOLAND,  
Defendant

Docket No. 00-431-CD

CERTIFICATE OF SERVICE

5/2/2000  
JUL 3 2000  
WILLIAM J. KOERBER  
RECORDED  
100-4007-00  
HES

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

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 ANNENETTE EBBS, :  
Plaintiffs :  
: Civil Action  
-vs- :  
: 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 ANNENETTE 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  
MASKO'S AUTOLAND,  
Defendant

Docket No. 00-431-CD

CERTIFICATE OF SERVICE

177-117-4587  
JUL 17 1998  
William A. Slaty  
Prothonotary  
CC to Attn:  
KRB

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.

JAN 08 2001

William A. Shaw  
Prothonotary

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

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

**FILED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

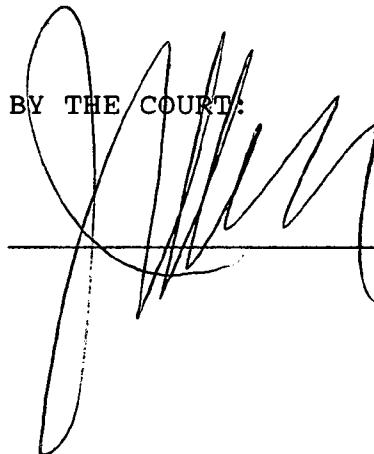
EDWARD EBBS and ANNETTE EBBS, \*  
Plaintiffs \*

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

O R D E R

NOW THIS 9<sup>th</sup> 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:



FILED

JAN 10 2001

William A. Shaw  
Prothonotary

**FILED**

JAN 10 2001

01/12/01 4/3/01 CCH  
William A. Shaw  
Prothonotary

Karen D. *[Signature]*

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

CERTIFICATE OF SERVICE

This is to certify that on the 8<sup>th</sup> 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

APR 08 2001  
SAC/3CC/et  
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: 1-814-765-0009 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 Thursday, 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*  
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 Thursday, 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,

Handwritten signature of Marcy Kelley  
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

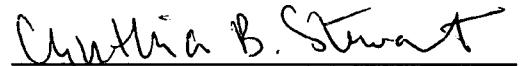
vs. \* Docket No. 00-431-CD  
SUPER GEORGE, INC., t/d/b/a  
WASKO'S AUTOLAND,  
Defendant \*  
Plaintiffs

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

FILED

FEB 27 2001

Q2:301 noc  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Ed Ebbs; Annette Ebbs

Vs.

Super George, Inc.; Wasko's Autoland

No. 2000-00431-CD

**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.

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

Mark A. Falvo, Esq.

Mark S. Weaver, Esq.

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

William A. Shaw  
Prothonotary

**FILED** Notice to Party  
01:50 PM MAR 15 2001 Stewart & Marshall  
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 Plaintiff 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 15<sup>th</sup> 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 : IN THE COURT OF COMMON PLEAS  
Annette Ebbs : 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 : IN THE COURT OF COMMON PLEAS  
Annette Ebbs : 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

CHAMBERSBURG, PENNSYLVANIA 17230

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 : IN THE COURT OF COMMON PLEAS  
Annette Ebbs : 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 *William A. Shaw*

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. \* Docket No. 2000-00431-CD  
SUPER GEORGE, INC.  
t/d/b/a WASKO'S AUTOLAND  
Defendant \*

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of May, 2001, a copy of the foregoing Praeclipe 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  
Cynthia B. Stewart, Esquire  
Attorney for Plaintiffs:  
Edward Ebbs and Annette Ebbs

**FILED**

Atty Stewart pd 2000  
Statement

MAP 13:21-14  
22 2001

to Atty Stewart  
1cc Susan Wasko for  
Super George Wasko's Idaho

William A. Shaw  
Prothonotary

1 cc Atty Marshall  
Notices of Marshall  
Wasko a  
Marshall

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

## **STATEMENT OF JUDGMENT**

**EDWARD EBBS and ANNETTE EBBS**  
**Plaintiffs**

**No. 2000-00431-CD**

vs.

**Real Debt \$2,000.00**

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

**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 22<sup>nd</sup> day of May, 2001.**

**CLEARFIELD COUNTY PROTHONOTARY**

**By: \_\_\_\_\_**

No. 2324618

MV-4ST (8/98)

A. 1ST PURCHASER SELLER	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)	MAKE OF VEHICLE	MODEL YEAR	TAX/FEE\$	1ST ASSIGNMENT	2nd ASSIGNMENT
	VEHICLE IDENTIFICATION NUMBER	CONDITION	<input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR	PURCHASE PRICE (See note on reverse)	21900.00	
B. 2nd PURCHASER CO-SELLER	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	LESS TRADE-IN	13955.66	
	WASKO AUTOLAND OF DUBOIS			TAXABLE AMOUNT	7944.34	
C. 3rd PURCHASER CO-PURCHASER	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	1. Sales Tax Due x 6% (.06) or x 7% (.07) +(See note on reverse).	472.56	
	Ebbs, Edward J.			1A Exemption Reason Code (must be a number from 1 to 23 or 0)		
D. 4th PURCHASER CO-PURCHASER	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	1B First Assignment	18 Second Assignment	
	Annette Ebbs			2. Title Fee	22.50	
E. 5th PURCHASER VEHICLE TRADED	STREET	BARNESBORO		3. Lien Fee	5.00	
	CITY STATE ZIP CODE	CAMBRIA PA 15714		4. Registration or Processing Fee		
F. APPLICATION FOR REGISTRATION	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY			Fee Exempt Number as assigned by the Bureau		
	STREET	COUNTY CODE		5. Duplicate Reg. Fee No. of Cards		
G. 6th PURCHASER INSURANCE INFORMATION	CITY STATE ZIP CODE	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY		6. Transfer Fee	6.00	
	FORD TRUCK 1FTCR15U5STA19486			7. Increase Fee		
H. 7th PURCHASER TITLE HOLDING INFO	MODEL YEAR	BODY TYPE (CP, TK, ETC)	CONDITION	8. Replacement Fee		
	1995	PKP STYLE SUPER CAB	<input type="checkbox"/> GOOD <input type="checkbox"/> FAIR <input type="checkbox"/> POOR	TOTAL PAID (Add 1 thru 8)	9. 510.16	10. 510.16
ORIGINAL PLATE <input checked="" type="checkbox"/> Check One			11. GRAND TOTAL (Add 9 & 10)	Send One Check in This Amount		
<input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF IN- SURANCE MUST BE AT- ACHED.)  <input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU  <input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT			<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/> TRANSFER & RENEWAL OF PLATE <input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE <input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER			
PLATE NO. ZEO-9440 EXPIRES 02-29-00 Month Year			REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> DEFACED <input type="checkbox"/> NEVER RECEIVED (LOST IN MAIL) NOTE: If "NEVER RECEIVED" block is checked, applicant must complete form MV-44.			
TEMP. PLATE NO.			SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANSFERRED (IF OTHER THAN APPLICANT)			
VEHICLE PURCHASED WEIGHT INFO (IF APPLICABLE)			SIGN HERE			
INSURANCE COMPANY NAME: Allstate			RELATIONSHIP TO APPLICANT			
ISSUING AGENT INFOR- MATION			POLICY NO. (OR ATTACH BINDER) 052117398030 POLICY EFFECTIVE DATE 09/01/99 POLICY EXPIRATION DATE 01/01/00			
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 158618683SU ISSUING AGENT SIGNATURE TELEPHONE NO. (412) 375-74			
G. 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 FALSE STATEMENT THAT I/WE MAKE ON THIS FORM.						
1ST ASSIGNMENT		Signature of First Purchaser or Authorized Signer		TELEPHONE NUMBER ( )	Signature of Seller <i>Joe</i>	
2ND ASSIGNMENT		Signature of Co-Purchaser or Authorized Signer		Signature of Co-Seller		
3RD ASSIGNMENT		Signature of Second Purchaser or Authorized Signer		Signature of Seller		
4TH ASSIGNMENT		Signature of Co-Purchaser/Title of Authorized Signer		Signature of Co-Seller		
H. 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, title goes to other co-owners). NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-IL.						
If your registration documents are not received within 60 days, please contact PennDOT						
MESSENDER NUMBER:						

EXHIBIT



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

TAMPERE

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 \$0.00

Continued



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 PUNXSUTHNY	PA 814-938-5223	3.5	.42	A

Continued

EXHIBIT

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

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

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 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



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

100-#307

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# AUTO REPAIR ORDER

**Super George, Inc.**  
**DBA Washko's Autoland**  
**RD #1 Box 357A**  
**Dubois, PA 15801**

NAME	Edward Gibbs
ADDRESS	753 Walnut St
CITY, STATE	Carbondale, PA 15714

Q. Do you know if the *U.S. News & World Report* has ever published any information on the *U.S. News & World Report*?

## AUTO REPAIR ORDER

**EXHIBIT**

L

# 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.

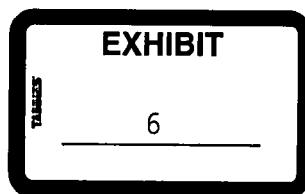
MAKE	BODY TYPE	MODEL
FORD TRUCK	PKP STYLE SUPERCABRANGER	
VEHICLE ID-NUMBER	STOCK NUMBER	
1FTCR15U5STA19486		
COLOR	TRIM	YEAR
		1995

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 Edward J. Ebbs	
XY	Annette Ebbs	
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		
X	D. J. Ebbs	
TRANSFeree's SIGNATURE - BUYER		
X	D. J. Ebbs	
PRINTED NAME OF PERSON SIGNING		
DATE		
DATE		

WHITE - TRANSFEROR'S COPY

YELLOW - TRANSFeree's COPY



## EXHIBIT

7

ATTORNEY'S FEES & COSTS<sup>4</sup>

<u>Month</u>	<u>Hours</u>	<u>Amount<sup>5</sup></u>
April 2000 <sup>6</sup>	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
 <b>TOTAL:</b>		 <b>\$3,236.85</b>

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

---

<sup>4</sup>A 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.

<sup>5</sup>This amount includes legal services as well as out-of-pocket costs.

<sup>6</sup>For 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

DATE April 11, 2000

RECEIVED OF

Cynthia Stewart, Esq.

ATTORNEY

CASE #

00-431-CO

Ed - Annetta Ebbs

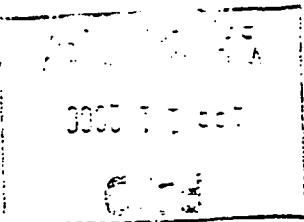
vs. Wade Auto Land

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 County Prisoner ~~4/11/50~~ \$80.00

Eighty dollars only DOLLARS

**CG**  
BANK  
40 RAILROAD AVE. BUTTON, PA 15620

MEMO Min. fee \$1.00 Edward J. Ebbs  
1:23 13 74 60513 056001316# 0697

**EXHIBIT****8**

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

**51971**

RECEIPT NO

RECEIVED OF

*Annette E. Bos**July 20 19**\$ 8/500**cliff 502801*

DETAIL	ACCOUNT	NOTE	HOW PAID
AMOUNT DUE		<i>8/500</i>	CASH
AMOUNT PAID			CHECK
			CREDIT CARD
			DRAFT
BALANCE DUE			MONETE ORDERED

FORM CTM-139-NC-4-36.

BY

*Dee L* Thank You

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
05/08/01.318	DINA WILHELM 100-13186 01	DEPOS	\$43,500.00



WASKO AUTOLAND  
R.D. 1 BOX 357 A PH. 814-375-7488  
DU BOIS, PA 15801

2067

PAY  
TO THE  
ORDER OF Edward Epps

13

JUL 28 1999

DATE July 27, 1999

60-1678/313

\$ 8500.00

Eight Thousand Five Hundred and ~~XX/100~~ 080072704 407 00 5139 DOLLARS

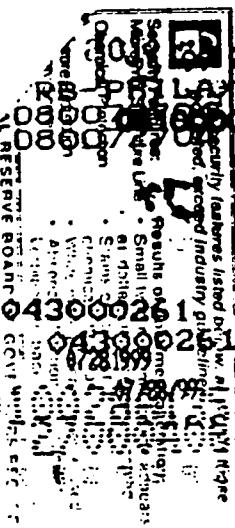
**CSB**  
BANK

DUBOIS OFFICE - DUBOIS, PA 15801

FOR

100 2067 10313167631 50 0103 70000850000

*Wally*



073092 023001001700 12  
WASKO AUTOLAND

C & G Savings Bank  
(814) 674-3661  
Pettion 05  
231371605

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE  
RESERVED FOR CHANIN LINE

ENDORSE HERE  
*Edward Epps*  
*Edward Epps*



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Motorcycles

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## Blue Book Retail Report

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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[Parts & Accessories](#)

[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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**EXHIBIT**

9

## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF TITLE FOR A VEHICLE

8-769

982190012002082-001

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER			
TK	95	FORD	5V1070302 SM			
BODY TYPE	DUPL	SEAT CAP	PRIOR TITLE STATE	ODOM. PROD. DATE	ODOM. MILES S.	ODOM. STATUS
7700718	1	5	4	9/03/98	032517	0
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GWR	TITLE BRANDS		
7/03/98	7/03/98	3,097	1,100	<input type="checkbox"/> ODOMETER STATUS 0- ACTUAL MILEAGE 1- MILEAGE EXCEEDS THE MECHANICAL LIMITS  <input type="checkbox"/> NOT THE ACTUAL MILEAGE (NOTE: ACTUAL MILEAGE ODOMETER IS BEING VERIFIED) <input type="checkbox"/> EXEMPT FROM ODOMETER DISCLOSURE  <input type="checkbox"/> TITLE BRAND 1- ANTIQUE VEHICLE 2- CLASSIC VEHICLE 3- COLLECTIBLE VEHICLE 4- OUT OF COUNTRY 5- ORIGINALLY IMPORTED FOR NON-DS 6- DISTRIBUTION 7- AGRICULTURAL VEHICLE 8- LOGGING VEHICLE 9- WAS A POLICE VEHICLE 10- RECONSTRUCTED 11- STREET ROO 12- RECOVERED THEFT VEHICLE 13- VEHICLE CONTAINS FRAUDULENT VIN 14- FLOOD VEHICLE 15- IS WAS A TAXI		
REGISTERED OWNER(S)	<b>TAMI L SMITH</b> <b>130 ROBINSON ST</b> <b>DU BOIS PA 15801</b>					
FIRST LIEN FAVOR OF:	<b>TIMBERLAND FCU</b> <i>Timberland</i> <b>Federal Credit Union</b>					
FIRST LIEN RELEASED	7/24/99					
BY	DeeDee Hunsucker					
MAILING ADDRESS	<b>TIMBERLAND FCU</b> <b>821 BEAVER DR</b> <b>DU BOIS PA 15801</b>					
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: <i>DeeDee Hunsucker</i> AUTHORIZED REPRESENTATIVE						
BY: <i>DeeDee Hunsucker</i> AUTHORIZED REPRESENTATIVE						

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.

**BRADLEY L HAILORY**

Secretary of Transportation

## 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.

When applying for title to a vehicle, if you are not the spouse, check one of the following boxes to indicate the relationship to the spouse as "Tenants in Common" or "Tenants in Common with Right of Survivorship" (on death of one owner, title goes to the surviving owner).  
 Tenants in Common  
 Tenants in Common with Right of Survivorship  
 Tenants in Common (on death of one owner, interest of deceased owner goes to his or her heirs or estate)

1ST LIEN DATE  IF NO LIEN CHECK

1ST LIENHOLDER

STREET

CITY STATE ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE  IF NO LIEN CHECK

2ND LIENHOLDER

STREET

CITY STATE ZIP

SIGNATURE OF APPLICANT OR AUTHORIZED SIGNER

FINANCIAL INSTITUTION NUMBER

SIGNATURE OF CO-APPLICANT/TITLE OF AUTHORIZED SIGNER

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

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

Is NOT the actual mileage

in excess of its mechanical limits

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

**Tammy L. Wolfe, Sec'y**  
SIGNATURE OF PERSON ADMINISTERING OATH

**Tammy L. Wolfe**

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

DIN 86-1868354

**RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER**

We certify, to the best of my/our knowledge that the odometer reading is

TENTHS

miles and reflects the actual mileage of the vehicle,

unless one of the following boxes is checked:

Reflects the amount of mileage

Is NOT the actual mileage

in excess of its mechanical limits

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**

We certify, to the best of my/our knowledge that the odometer reading is

TENTHS

miles and reflects the actual mileage of the vehicle,

unless one of the following boxes is checked:

Reflects the amount of mileage

Is NOT the actual mileage

in excess of its mechanical limits

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**

We certify, to the best of my/our knowledge that the odometer reading is

TENTHS

miles and reflects the actual mileage of the vehicle,

unless one of the following boxes is checked:

Reflects the amount of mileage

Is NOT the actual mileage

in excess of its mechanical limits

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

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

LAST FIRST M.I.  
Wasko's Autoland  
Wasko's Autoland  
119th & 11th  
Riverside, CA  
Duluth, GA 30094  
STATE ZIP PURCHASE PRICE OR DIN 86-1868354

PURCHASER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE  
Tammy L. Wolfe  
CO-PURCHASER SIGNATURE

SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE  
Tammy L. Wolfe  
SIGNATURE OF CO-SELLER

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 AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE  
CO-PURCHASER SIGNATURE

SELLER MUST HANDPRINT NAME HERE  
SIGNATURE OF SELLER

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 AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE  
CO-PURCHASER SIGNATURE

SELLER MUST HANDPRINT NAME HERE  
SIGNATURE OF SELLER

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 AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE  
CO-PURCHASER SIGNATURE

SELLER MUST HANDPRINT NAME HERE  
SIGNATURE OF SELLER

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

WHALES AUTOLAND OF DUBOIS  
INTERSECTION OF RTS 119 AND 311  
DUBOIS, PA 15801  
(814) 375-7488

S.S.A.N.

P.S.A. EXPLAINED

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 EDDS.

Address: 753 WALNUT AVE BARNESBORO PA 15714

N-U-F \_\_\_\_\_ Year: 90 Make: FORD Model: F50

Color: EDDIE BAKER Body: SCA10 Serial: IFTEX14HITKA410050

GVWR \_\_\_\_\_ GVW \_\_\_\_\_ PAYLOAD \_\_\_\_\_

Trade: 95 Make: FORD Model: Ranger

Cyl: SCA10 Body: IFTCR1545STA19480

Mileage: 88 BUICK 3 CENTURY SON.

164AH51W33640360 miles: 83629

Chewy

16F033F150

\$17400.00  
10000.00  
7400.00

9950.00

money  
diff

\$8990.00

Veh. Price		
Added Equip.		
Rustproof		
Ext. Warranty		
Rebate		
Total Veh. Price	<u>21400</u>	
Used Veh. Allow	<u>13955.00</u>	
Cash D.M.	<u>7944.00</u>	
Sales Tax 6%	<u>470.00</u>	
Highway Fees	<u>79</u>	
Unpaid Bal.	<u>8500</u>	
Payoff		
Lien Holder		
<b>TOTAL</b>		
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, review 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.

I understand and accept

SIGNATURE OF JOINT APPLICANT, IF APPLICABLE

(B)

06/12/00 16:28 FAX 17246626733  
Printed 6/12/00 04:21 PM

ADESA-PITTSBURGH

0

Vehicle Information	
1G4AH51W3J6403670	1988 BUICK CENTURY White 4-door 83,382 Miles - EX-ERT
Current Owner: M1533 - St. Clair Motors	Last Block Activity: 08/06/1999 1
17310 ST. CLAIR CLEVELAND OH 44110-0000	Current Trans Acc't: ADESA
Office Number: 2161 481-4600	
Re: Auction	Opportunity
Activity: Commercial	Announcements
Owner: M1533 - St. Clair Motors	Inventory
B1525 - Wacko's Autoland of Brookville	
Sale Date: 10	Begin Date: 07/27/1999 9:20:39 AM
8/6/99 (c) G115	By: Angie Gerda
7/30/99 (c) G94	Reserved
7/23/99 (c) G150	By: Sue Jones
7/23/99 (c) G150	Sale Type: Consignment Sale
	Rep: Randy Forbeig
	Auctioneer: Randy Forbeig
	Block Clerk: Joan McCann
	Selling Rep: George Wasko (207)
	Buying Rep: 1
	Bid Start: 11:47:18 am
	Bid End: 11:43:50 am
	Reserve: Not Sold
	Max Bid: \$350
	Guarantees: Refundable As Is

Ex "C"

08/12/00 16:28 FAX 17246626733  
Printed 6/12/00 04:21 PM

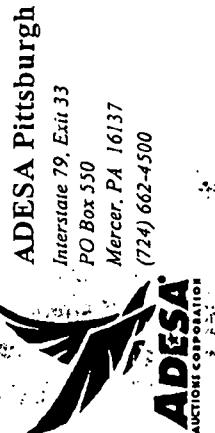
ADESA-PITTSBURGH

0

Vehicle Information	
1G4AH51WE36403610	1989 BUICK CENTURY White 4 door 85,982 Miles EXEMPT
Current Owner: M1533 St. Clair Motors	Last Block Activity: 08/06/1999 1
17310 ST. CLAIR CLEVELAND OH 44110-0000	Current Tran Acct: ADESA
Office Number: 12161 481-4600	
Activity: Commercial	Comments: No comments
Owner: M1533 St. Clair Motors	Reserve: 07/27/1999 9:20:39 AM
81525 Wacko's Autoland of Brookville	By: Angie Gerda
Sale Date: 8/6/99 (c)	Reserved: 07/27/1999 9:20:39 AM
G115	By: Sue Jones
7/30/99 (c) 694	Sale Type: Consignment Sale
Not Sold 07/30/99 11:43 am	By: Ramon Fossberg
7/23/99 (c) G150	Block Clerk: John McGinn
7/23/99 (c) G150	Selng Rep: George Wacko (207)
	Buyng Rep: 802-3350
	Bid Start: 11/12/15 am
	End: 11/14/15 am
	Reserve: 07/27/15 am
	Comments: No comments
	Guarantees: Red Light: As is

Z X 'C'

# Sale Contract



**Seller:** Wasko's Autoland of Dubois HH  
 Routes 119 & 322  
 Dubois, PA 15801  
 License: PA 86-186833  
 (724) 662-4500

**ADESA**  
 AUCTION CORPORATION

## 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.

### Selling Representative - George Wasko

(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: 1998 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: George Wasko DATE: 08/06/1999  
 PRINTED NAME OF PERSON SIGNING: George Wasko DATE: 08/06/1999

### BUYER INFORMATION

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

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

### 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 (or 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.

- Auction Lights
- Auction Guarantee
- Ride and Drive
- As Is
- Title Attached
- Announcements
- Handwritten signature over the list*

*Handwritten signatures for Buyer and Seller*

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

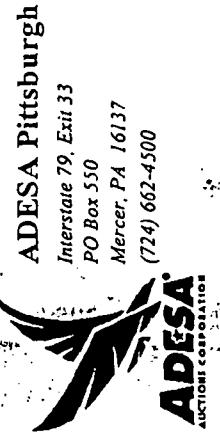
Net Check Amount

\$300.00

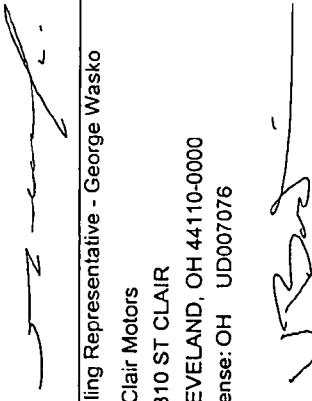
REMITTANCE ADVICE ADESA Pittsburgh Interstate 79, Exit 33 PO Box 550 Mercer, PA 16137 (724) 682-4500

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

# Sale Contract



Seller: Wasko's Autoland of Dubois HH  
 Routes 119 & 322  
 Dubois, PA 15601  
 License: PA 86-18683  
 (724) 662-4500

Selling Representative - George Wasko  


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

Buyer: St Clair Motors

17310 ST CLAIR  
 CLEVELAND, OH 44110-0000  
 License: OH UD007076  


- Auction Lights
- Auction Guarantee
- As Is
- Ride and Drive
- Title Attached
- Announcements

## 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 (or 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.  
 - ODOMETER DISCREPANCY.  
 - WARNING

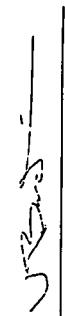
## VEHICLE INFORMATION

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: 
DATE: 08/06/1999
PRINTED NAME OF PERSON SIGNING: Selling Representative - George Wasko
DATE: 08/06/1999

## BUYER INFORMATION

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

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 ADSEA Pennsylvania, Inc., all of which terms ("Auction Terms") have been communicated to Buyer and Seller (or their Authorized Representatives) in writing via hand delivery to 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*

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

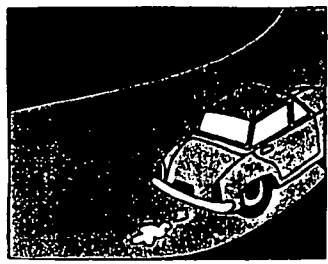
\$300.00

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.







# Butler Auto Auction

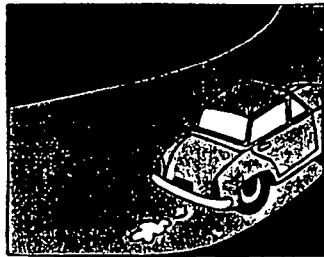
## AS-IS MARKET REPORT

### NOVEMBER 18, 1999 RESULTS

B UICK						1990 PROBE		2D 100		SCCL EWAC6GA		1400	
1995 SKYLARK	2D 83	S	AC4GA	1850		1989 CRN VIC LX	4D 105			SCCL	AC8GA	1175	
1993 CENTURY	4D 73	S	EWAC6GA	3450		1988 TAURUS	4D 76		S	AC4GA	800		
1993 LESABRE	4D 125	S	AC6GA	3600		1987 CRN VIC	4D 28		S	8GA	350		
<u>1989 CENTURY</u>	4D 140		6GA	400		1987 CROWN VICTOR	4D 55		S	AC8GA	225		
1989 REGAL	2D 93	S	AC6GA	1950		1987 TAURUS	4D 9			6GA	325		
1989 SKYLARK	4D 73	S	AC4GA	1075		1984 CRWN VICTORI	SW 11		S	AC8GA	400		
1986 REGAL	2D 69		8GA	425		1984 MUSTANG	2D 39		S	AC6GA	275		
C ADILLAC						L INCOLN							
1993 DEVILLE	4D 106	SCCL	ESEWAC8GA	4800		1989 TOWN CAR	4D 1	SCCL	ESEWAC8GA	800			
1987 DEVILLE	4D 98	SCCL	ESEWAC8GA	2150		MERCURY							
1986 SEVILLE	4D 36	SCCL	ESEWAC8GA	3050		1992 SABLE	4D 80	SCCL	EWAC6GA	875			
1985 FLEETWOOD	4D 153		8GA	400		1991 TRACER	4D 22		S	4G5	450		
C HEVROLET						1988 TRACER	SW 125		S	4GA	525		
1994 CORSICA	4D 115	S	AC6GA	1450		1985 COUGAR	2D 37	S	EWAC6GA	350			
1993 CAVALIER	4D 102	S	L AC4GA	600		O LDSEMOBILE							
1992 BERETTA	2D 158	SCCL	EWAC6GA	1550		1994 CUTLASS	4D 107	S	AC6GA	2050			
1992 LUMINA EURO	4D 116	SCCL	ESEWAC6GA	2100		1988 CUTLASS	2D 151		6GA	650			
1992 LUMINA EURO	4D 104	SCCL	EWAC6GA	1925		1988 DELTA 88 ROY	4D 100	SCCL	EWAC6GA	1500			
1991 CAVALIER	4D 127	S	AC4GA	650		1986 CIERA	4D 19	S	AC6GA	425			
1989 CAVALIER	SW 24	SCC	AC4GA	600		P LYMOUTH							
1988 CAVALIER	4D 84		4G	225		1996 NEON	4D 42	S	AC4GA	3300			
1988 NOVA	4D 118	S	AC4GA	800		1994 ACCLAIM	4D 74	SCC	AC6GA	2100			
1988 SPRINT	2D 85		3GA	375		1993 ACCLAIM	4D 149	SCC	AC4GA	450			
1987 CAVALIER	2D 29		4GA	100		1993 SUNDANCE	4D 107	S	AC4GA	500			
1987 CELEBRITY	2D 118	S	AC6GA	475		1991 LASER	2D 98	SCCLSR	EWAC4GA	2000			
1986 CAPRICE	2D 57		8GA	275		1987 SUNDANCE	4D 124		4G	200			
1986 NOVA	4D 98	S	4GA	450		1986 RELIANT	4D 70	S	4GA	350			
1981 CHEVETTE	2D 62		4GA	150		P ONTIAC							
C HRYSLER						1992 GRAND PRIX	4D 82	S	AC6GA	2750			
1997 SEBRING JXI	2D 112	SCCLSRESEWAC6GA		6750		1990 SUNBIRD	4D 67	S	AC4GA	1900			
1993 FIFTH AVENUE	4D 93	SCCL	ESEWAC6GA	2625		1989 GRAND AM	4D 62	SCCL	AC4GA	1000			
1988 NY LANDAU LA	4D 70	S	6GA	625		1988 LEMANS	4D 91	S	4G4	125			
1987 LEBARON	4D 0	S	AC4GA	475		1988 SUNBIRD	2D 104		4GA	350			
1986 LEBARON	4D 86	S	AC4GA	225		1985 FIREBIRD	2D 77		6GA	175			
1985 FIFTH AVENUE	4D 81	SCCL	EWAC8GA	700		A UDI IMPO							
D ODGE				RT		1987 5000	4D 137	SCCLSRESEWAC5G5	800				
1998 INTREPID	4D 29	SCCL	ESEWAC6GA	11500		G EO IMPO							
1996 STRATUS	4D 64	SCCL	EWAC4GA	2250		1995 PRIZM	4D 68	S	AC4GA	2450			
1994 SPIRIT	4D 115	SCC	AC4GA	1425		1992 METRO	2D 63		AC3G5	1025			
1993 SPIRIT	4D 73	S	AC4GA	2500		1992 PRIZM	4D 95	S	AC4GA	1625			
1992 MONACO	4D 94	SCCL	EWAC6GA	450	H ONDA IMPO								
1988 SHADOW	4D 110	S	4GA	375		1988 ACCORD	4D 148	S	AC4GA	625			
E AGLE						1988 CIVIC CRX	2D 71	S	4G5	625			
1991 SUMMIT	4D 72	S	AC4GA	100		1987 ACCORD	4D 148		4GA	100			
F ORD						1986 ACCORD	4D 126	SCCL	EWAC4GA	500			
1995 ASPIRE	2D 38		4G6	2500		H YUNDAI IMPO	2D 105	S	4G5	375			
1994 TEMPO	4D 60	S	L AC4GA	1700		1996 ACCENT	2D 74	S	4G5	800			
1992 TAURUS	SW 83	SCCL	ESEWAC6GA	2025		M AZDA IMPO							
1991 ESCORT	2D 60	S	AC4G5	400									

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				1990 PROBE				2D 100		SCCL	EWAC6GA	1400	
1995 SKYLARK	2D	83	S	AC4GA	1850			1989 CRN VIC LX	4D	105	SCCL	AC8GA	1175
1993 CENTURY	4D	73	S	EWAC6GA	3450			1988 TAURUS	4D	76	S	AC4GA	800
1993 LESABRE	4D	125	S	AC6GA	3600			1987 CRN VIC	4D	28	S	8GA	350
1989 CENTURY	4D	140		6GA	400			1987 CROWN VICTOR	4D	55	S	AC8GA	225
1989 REGAL	2D	93	S	AC6GA	1950			1987 TAURUS	4D	9		6GA	325
1989 SKYLARK	4D	73	S	AC4GA	1075			1984 CRWN VICTORI	SW	11	S	AC8GA	400
1986 REGAL	2D	69		8GA	425			1984 MUSTANG	2D	39	S	AC6GA	275
C ADILLAC				L INCOLN				1989 TOWN CAR		SCCL	ESEWAC8GA	800	
1993 DEVILLE	4D	106	SCCL	ESEWAC8GA	4800			1992 SABLE	4D	80	SCCL	EWAC6GA	875
1987 DEVILLE	4D	98	SCCL	ESEWAC8GA	2150			1991 TRACER	4D	22	S	4G5	450
1986 SEVILLE	4D	36	SCCL	ESEWAC8GA	3050			1988 TRACER	SW	125	S	4GA	525
1985 FLEETWOOD	4D	153		8GA	400			1985 COUGAR	2D	37	S	EWAC6GA	350
C HEVROLET				O LDGMOBILE				1994 CUTLASS		S	AC6GA	2050	
1994 CORSICA	4D	115	S	AC6GA	1450			1988 CUTLASS	2D	151		6GA	650
1993 CAVALIER	4D	102	S	AC4GA	600			1988 DELTA 88 ROY	4D	100	SCCL	EWAC6GA	1500
1992 BERETTA	2D	158	SCCL	EWAC6GA	1550			1986 CIERA	4D	19	S	AC6GA	425
1992 LUMINA EURO	4D	116	SCCL	ESEWAC6GA	2100			P LYMOUTH					
1992 LUMINA EURO	4D	104	SCCL	EWAC6GA	1925			1996 NEON	4D	42	S	AC4GA	3300
1991 CAVALIER	4D	127	S	AC4GA	650			1994 ACCLAIM	4D	74	SCC	AC6GA	2100
1989 CAVALIER	SW	24	SCC	AC4GA	600			1993 ACCLAIM	4D	149	SCC	AC4GA	450
1988 CAVALIER	4D	84		4G	225			1993 SUNDANCE	4D	107	S	AC4GA	500
1988 NOVA	4D	118	S	AC4GA	800			1991 LASER	2D	98	SCCLSR	EWAC4GA	2000
1988 SPRINT	2D	85		3GA	375			1987 SUNDANCE	4D	124		4G	200
1987 CAVALIER	2D	29		4GA	100			1986 RELIANT	4D	70	S	4GA	350
1987 CELEBRITY	2D	118	S	AC6GA	475		P ONTIAC						
1986 CAPRICE	2D	57		8GA	275			1992 GRAND PRIX	4D	82	S	AC6GA	2750
1986 NOVA	4D	98	S	4GA	450			1990 SUNBIRD	4D	67	S	AC4GA	1900
1981 CHEVETTE	2D	62		4GA	150			1989 GRAND AM	4D	62	SCCL	AC4GA	1000
C HRYSLER				1988 LEMANS				1988 SUNBIRD	2D	104		4GA	350
1997 SEBRING JXI	2D	112	SCCLSRESEWAC6GA	6750				1985 FIREBIRD	2D	77		6GA	175
1993 FIFTH AVENUE	4D	93	SCCL	ESEWAC6GA	2625		A UDI IMPO						
1988 NY LANDAU LA	4D	70	S	6GA	625			1987 5000	4D	137	SCCLSRESEWAC5G5	800	
1987 LEBARON	4D	0	S	AC4GA	475		G EO IMPO						
1986 LEBARON	4D	86	S	AC4GA	225			1995 PRIZM	4D	68	S	AC4GA	2450
1985 FIFTH AVENUE	4D	81	SCCL	EWAC8GA	700		1992 METRO						
D OUDGE				1992 PRIZM				1992 PRIZM	4D	95	S	AC3G5	1025
1998 INTREPID	4D	29	SCCL	ESEWAC6GA	11500		1992 PRIZM						
1996 STRATUS	4D	64	SCCL	EWAC4GA	2250		H ONDA IMPO						
1994 SPIRIT	4D	115	SCC	AC4GA	1425			1988 ACCORD	4D	148	S	AC4GA	1625
1993 SPIRIT	4D	73	S	AC4GA	2500		1988 ACCORD						
1992 MONACO	4D	94	SCCL	EWAC6GA	450			1988 CIVIC CRX	2D	71	S	4G5	625
1988 SHADOW	4D	110	S	4GA	375		1987 ACCORD						
E AGLE				1986 ACCORD				1987 ACCORD	4D	148		4GA	100
1991 SUMMIT	4D	72	S	AC4GA	100		1986 ACCORD						
F ORD				1986 ACCORD				1986 ACCORD	4D	126	SCCL	EWAC4GA	500
1995 ASPIRE	2D	38		4G6	2500		H YUNDAI IMPO						
1994 TEMPO	4D	60	S	L AC4GA	1700			1996 ACCENT	2D	105	S	4G5	375
1992 TAURUS	SW	83	SCCL	ESEWAC6GA	2025		M AZDA IMPO						
1991 ESCORT	2D	60	S	AC4G5	400					S	4G5	800	

NUMBERS 1-20 ARE AUTOMATICALLY RERUN AFTER # 40

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



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

CERTIFIED COPY

47

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 their is no basis for statutory treble damages.

## **II. WITNESSES**

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

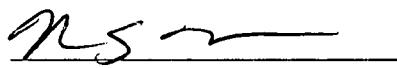
1. Sue Wasko
2. George Wasko
3. Nancy McKee
4. Tracy Roman

## **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

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 the<sup>1</sup> 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 the<sup>1</sup> 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.

<sup>1</sup> "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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1984, March

#### Purchaser 1 Repossession

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431, 1992.

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#### § 1956.

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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****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-

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.

**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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## COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION  
CERTIFICATE OF TITLE FOR A VEHICLE

8-769

982190012002082-001

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE OF VEHICLE	TITLE NUMBER
TK	95	FORD	5136070-002 5M
BODY TYPE	DRW	PRIOR TITLE STATE	ODOM. PROCD. DATE
770071A	0	770071A	7-19-97
DATE PA TITLED	DATE OF ISSUE	UNLADEN WEIGHT	GVWR
7-19-97	7-19-97	4,097	4,100
ODOM. MILES	ODOM. STATUS	TITLE BRANDS	
0	0	ODOMETER STATUS	
0		0 - ACTUAL MILEAGE	
1		1 - MILEAGE EXCEEDS THE MECHANICAL LIMITS	
2		2 - NOT THE ACTUAL MILEAGE	
3		3 - NOT THE ACTUAL MILEAGE, ODOMETER IS METERING MILES	
4		4 - EXEMPT FROM DOCUMENTATION	
5		5 - DISCARDED	
6		6 - TITLE BRAND	
7		7 - ANTIQUE VEHICLE	
8		8 - CLASSIC VEHICLE	
9		9 - COLLECTIBLE VEHICLE	
A		A - OUT OF COUNTRY	
B		B - ORIGINALLY IMPORTED FOR NON-RESIDENTIAL DISTRIBUTION	
C		C - AGRICULTURAL VEHICLE	
D		D - LOGGING VEHICLE	
E		E - IS WAS A POLICE VEHICLE	
F		F - RECONSTRUCTED	
G		G - STREET ROADS	
H		H - RECOVERED STOLEN VEHICLE	
I		I - VEHICLE CONTAINS FRAUDULENT VIN	
J		J - FLOOD VEHICLE	
K		K - IS WAS A TAXI	

REGISTERED OWNER(S)

TAMI L. SMITH  
1301 ROBINSON ST  
DU BOIS PA 15801

FIRST LIEN FAVOR OF:

TIMBERLAND FCU  
Timberland  
Federal Credit Union

FIRST LIEN RELEASED

7-24-99

DATE

BY AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

TIMBERLAND FCU  
821 BEAVER DR  
DU BOIS PA 15801

THIS DOCUMENT CONTAINS A WATERMARK OF THE LIBERTY BELL

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.

BRADLEY L. HATTORY

Secretary of Transportation

## 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 SWEORN TO BEFORE ME THIS DAY OF YEAR

When applying for title with a co-owner, other than your spouse, check one of these blocks. If no block is checked, the title will be issued to the co-owner in common.

A  Joint Tenancy with Right of Survivorship (both spouses will survive the surviving owner)

B  Tenancy in Common (one spouse will survive the other if one dies)

C  Title in the name of a child or other person, or to his or her heirs or assigns

1ST LIEN DATE

IF NO LIEN CHECK 

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

2ND LIEN DATE

IF NO LIEN CHECK 

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

FINANCIAL INSTITUTION NUMBER

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 OR AUTHORIZED SIGNER

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



**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.

**WORKSHEET**

Date: \_\_\_\_\_ Salesman: Mike

Stock No: W0360A Home Phone: \_\_\_\_\_

Mileage: 46673 Work Phone: \_\_\_\_\_

Customer Name: EDWARD & ANNETTE EODS

Address: 753 WALNUT ST. BARNESBORO PA 15714

N.U.F. \_\_\_\_\_ Year: 90 Make: FORD Model: ESO

Color: EDDIE BAKER Body: SCAD Serial: IFTEX14HITKA460050

GVWR \_\_\_\_\_ GVW \_\_\_\_\_ PAYLOAD \_\_\_\_\_

Trade: \_\_\_\_\_ Year: 95 Make: FORD Model: Ranger

Cyl: \_\_\_\_\_ Body: SCAD Serial: IFTCR15455STA19486

Mileage: 88 BUICK 3 CENTURY SDN.

164AH51W3064036kmiles:83629

VIN

Cherry 164AH51W3064036kmiles:83629

VIN

\$17400.00

9950.00

10000.00

money  
diff

7400.00

\$8990.00

Veh. Price		
Added Equip.		
Rustproof		
Ext. Warranty		
Rebate		
Total Veh. Price	<u>\$1900</u>	
Used Veh. Allow	<u>1355.66</u>	
Cash D.M.	<u>7944.34</u>	
Sales Tax 6%	<u>476.66</u>	
Highway Fees	<u>79</u>	
Unpaid Bal.	<u>8500</u>	
Payoff		
Lien Holder		
<b>TOTAL</b>		
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.

I, the undersigned,

SIGNATURE OF JOINT APPLICANT, IF APPLICABLE

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

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 STATEMENT - 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 respond with caution, but call me before vacation to if the price will exceed \$

1998-7/98

with carbon

6471

5 Adams

GT3870

### 3 Part

R.O #315

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

# Auto Repair Order

NAME: Tami Smith  
ADDRESS: 130 Robinson St  
CITY, STATE: Dubois PA 15801

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 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. I CHOOSE NOT TO AUTHORIZE THE SERVICES DISCONTINUED.

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. \_\_\_\_\_

with carbon

Adams

GT3870

3 Part

RO #307

5.8 v8

Internal  
Sales Dept

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

Revised

NAME	Edward Cobb		
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	7-23-99	CUSTOMER'S ORDER NO.	RO 307
				YEAR • MAKE • MODEL	95 FORD F150	Eddie Bauer	SERIAL 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"/> POLISH			
				<p>✓ FRONT ROTORS PULSED (2-1)      ✓ R.R. FRONT ROTORS      ✓ BATTERY HOLD DOWN      REPLACE HOLD DOWN BRACKET (5)      ✓ R.R. LEFT ROTOR C.R. CLAMP ASSY.      AND REWIRED.      ✓ INSTALL SCREWS IN BUG SHIELD (3)      ✓ CHECK ROTOR DRUMS (OK) (5)      ✓ AIR CLEANER HOUSING BROKEN      WILL TRY TO LOCATE ONE. (7) (7)      GAS, OIL &amp; GREASE      ACCESSORIES      LABOR ONLY</p>			
				GALS. GAS		PARTS	114.80
				QTS. OIL		ACCESSORIES	147.30
				LBS. GREASE		GAS, OIL, & GREASE	
				TOTAL GAS OIL & GREASE		MISC. MERCHANDISE	
				<input type="checkbox"/> RETAIN PARTS		SUBLET REPAIRS	
				<input type="checkbox"/> DESTROY PARTS	TOTAL ACCESSORIES	TAX	
ESTIMATE AMOUNT • PARTS & LABOR ►				AUTHORIZED BY		TOTAL	262.10

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 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.

23496

Adams

GT3870

3 Part

+320

RC 321

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

## AUTO REPAIR ORDER

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

QUAN.	PART NO.	NAME OF PART	PRICE	CUSTOMER'S INFORMATION			
1	BL351PR	Brake line	3.54	DATE	7-29-99	CUSTOMER'S ORDER NO.	WHEN PROMISED
1	258340	Adaptor	3.16	YEAR - MAKE - MODEL	95 FORD RANGER		PHONE
				LICENSE NO.	ODOMETER	48,120	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
				CHECK LANDING BRAKE PEDAL FOUND LEFT REAR BRAKE LINES BROKEN OFF.			
				Rear LINES & FITTINGS (1.5) BLEED BRAKES ROAD TEST (OK)			
				GAS, OIL & GREASE		ACCESSORIES	LABOR ONLY
				GALS. GAS			48.00
				QTS. OIL			6.70
				LBS. GREASE			
				TOTAL GAS OIL & GREASE			ACCESSORIES
							GAS, OIL, & GREASE
							MISC. MERCHANDISE
				<input type="checkbox"/> RETAIN PARTS			SUBLET REPAIRS
				<input type="checkbox"/> DESTROY PARTS		TOTAL ACCESSORIES	TAX
ESTIMATE AMOUNT • PARTS & LABOR ▶				AUTHORIZED BY			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 MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE CAR, TRUCK OR VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO.

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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.

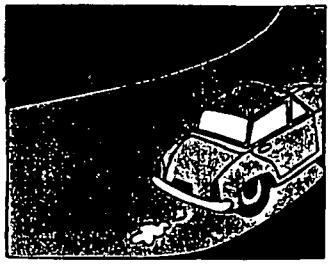
1. I request an estimate in writing before you begin repairs.

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





# 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  
F FORD  
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

**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** RT

**1987 5000** 4D 137 SCCLSRESEWAC5G5 800

**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 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

**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



**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.

\*

Docket No. 00-431-CD

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

\*

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

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

RECEIVED

MAR 08 2001

COURT ADMINISTRATOR'S  
OFFICE

Counsel of Record for  
This Party:

LAW OFFICES OF  
DWIGHT L. KOERBER, JR.

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

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

Dated: March 8, 2001

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 \*

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 Contracts<sup>1</sup>, 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. §2314<sup>2</sup>, 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

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<sup>1</sup>Portions of the Restatement (Second) of Contracts are enclosed in Appendix A.

<sup>2</sup>See 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 (UTPCPL), 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 UTPCPL, 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 UTPCPL where the breach, as here, results from fraud rather than mere non-performance...The clear intent of the UTPCPL 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 EXHIBITS<sup>3</sup>

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

---

<sup>3</sup>See Appendix B.

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 \*

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).

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

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).

**§ 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

sell B 1,200 tons of 100 tons, paying. A discovers the contract, he does not have to choose to do so.

Bradley, 39 Mass. 2).

stration 2 is based former § 487; cf. Inc. v. Green- 1191 (W.D. Pa. f purpose).

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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

Note 47

al by counsel for buyer, and buyer's exceptions made no reference to the catalog, buyer was precluded from making

## COMMERCIAL CODE

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, 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 company acceptable the description of the goods. The responsibility of the vendor or not. Section 15(2) does not affect this section.)

3. A sale by the buyer's or seller's or the general such goods of second involves on appropriate their contract making a not a "marketing of the and, thus ability without any inspection need for keeping of the provisions on gation that defend defective.

4. Although "merchantable," if he is "guaranteed" this section the content warranty. significance in sales, and limiting the claimer could be print assets.

5. The question (1) concerning the scope to food or drink whether

Enclosed please find portions of UTPCPL.

Citation PA ST 73 P.S. S 201-2 73 P.S. § 201-2	Search Result	Rank 10 of 20	Database PA-ST-ANN
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**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. § 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  
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

§ 201-3. 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. § 201-9.2  
73 P.S. § 201-9.2

Docs in Sequence

Rank 1 of 0

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

§ 201-9.2. 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 employes; 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 § 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)

A. VEHICLE PURCHASED	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)			MAKE OF VEHICLE	MODEL YEAR	1. TAX/FEES PURCHASE PRICE (See note on reverse)	1ST ASSIGNMENT 21900.00	2nd ASSIGNMENT
	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) WASKO AUTOLAND OF DUBOIS			FIRST NAME	MIDDLE INITIAL	TAXABLE AMOUNT	7944.34	
	CO-SELLER						1. Sales Tax Due x 6% (.06) or x 7% (.07) *(See note on reverse)	475.06
C. 1ST PURCHASER	LAST NAME (OR FULL BUSINESS NAME) Ebbs, Edward J.			FIRST NAME	MIDDLE INITIAL	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			CITY STATE ZIP CODE CAMBRIA PA 15714			COUNTY CODE P	2. Title Fee 22.50	
REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY							3. Lien Fee 5.00	
D. CO-PURCHASER	LAST NAME (OR FULL BUSINESS NAME)			FIRST NAME	MIDDLE INITIAL	4. Registration or Processing Fee		
	STREET			CITY STATE ZIP CODE			Fee Exempt Number as assigned by the Bureau	
CITY STATE ZIP CODE			CITY STATE ZIP CODE			5. Duplicate Reg. Fee No. of Cards		
REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY						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 SUPER CAB	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"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF IN- SURANCE MUST BE AT- ACHED.) <input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU <input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT	<input type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/> TRANSFER & RENEWAL OF PLATE <input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE <input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER			PLATE NO. ZE0-9440	REASON FOR REPLACEMENT <input type="checkbox"/> LOST <input type="checkbox"/> DEFACED <input type="checkbox"/> NEVER RECEIVED (LOST IN MAIL)	TOTAL PAID (Add 1 thru 8) 510.16	10.
						EXPIRES 12-29-1003 Month Year	11. GRAND TOTAL (Add 9 & 10) 510.16	Send One Check in This Amount 510.16
NOTE: If "NEVER RECEIVED" block is checked, applicant must complete form MV-44.			TRANSFERRED FROM TITLE NO. 49104362201			VIN 1FTCR15U5STA19486	STOLEN	
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: Allstate		POLICY NO. (OR ATTACH BINDER)		052117398030		POLICY EFFECTIVE DATE 09/01/99	POLICY EXPIRATION DATE 09/01/00	
ISSUING AGENT INFOR- MATION		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. 158618683SU	TELEPHONE NO. (412) 375-74	
G. CERTIFICATION		ISSUING AGENT SIGNATURE						
1ST ASSIGN- MENT		Signature of First Purchaser or Authorized Signer <i>John Ebbs</i>		TELEPHONE NUMBER ( )		Signature of Seller <i>John Ebbs</i>		
2ND ASSIGN- MENT		Signature of Second Purchaser or Authorized Signer <i>John Ebbs</i>		TELEPHONE NUMBER ( )		Signature of Seller <i>John Ebbs</i>		
		Signature of Co-Purchaser/Title of Authorized Signer <i>John Ebbs</i>				Signature of Co-Seller <i>John Ebbs</i>		
H. AC- TION TLE INF		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, title goes to the other owner). NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-IL.						

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

MESSENGER NUMBER:

PURCHASE ORDER FOR			
<input type="checkbox"/> NEW or <input checked="" type="checkbox"/> USED		<input type="checkbox"/> DEMO <input checked="" type="checkbox"/> CAR <input type="checkbox"/> TRUCK	
		TITLE BRAND	
YR	MAKE	MODEL	TYPE
1990	F150	Club	
COLOR	ITEM	MILEAGE	
STOCK NO.	SALEMAN	TO BE DELIVERED ON OR ABOUT	
		07-14-90	
TRADE IF APPLICABLE			
YR	MAKE	MODEL	TYPE
1990	F150	Club	
COLOR	ITEM	MILEAGE	
STOCK NO.	SALEMAN	TO BE DELIVERED ON OR ABOUT	
		07-14-90	
TITLE NO. PLATE NO. EXP. DATE			
OWNER	I OWE		
ADDRESS	APART. WITH		
AMOUNT	BUCKS/TILL	VERIFIED BY	

INSURANCE INFORMATION			
NAME OF AGENT	PHONE		
ADDRESS			
POLICY NUMBER	COLLISION DEDUCTIBLE		
INSURANCE CO.	<input type="checkbox"/> 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/items. 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/items.

**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 *Robert J. Donnelly*

#### USED CAR CONTRACTUAL 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 CONTRAHARY 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 *Robert J. Donnelly*

I hereby acknowledge to the above clause.

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 X *Robert J. Donnelly*

NAME	Robert J. Donnelly	DATE
STREET	1000 E. 10th St.	
CITY	OKLAHOMA CITY	STATE
PHONE	(405) 235-5200	PHONE

PRICE OF VEHICLE

21900.00

EXTENDED WARRANTY TYPE

MONTHS MILES

Cash Price of Vehicle & Accessories

Sales Tax

REGISTRATION TITLE TRANSFER ENCUMBRANCE

82.00 0.00 0.00 0.00

Documentary Fee

Messenger Fee

Notary Fee

50.00

Total Price

21450.00

Trade-In

15000.00

Less Payoff\*

0.00

Net Trade In

15000.00

Deposit

0.00

Cash on Delivery

0.00

Net Trade + Deposit + Cash on Delivery = Total Down Payment

0.00

Unpaid Balance of Total Price

21450.00

DATE

Enclosed herein are copies of the bills for repairs.

RC # 307

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## AUTO REPAIR ORDER

**Super George, Inc.**  
**DBA Wasko's AutoLand**  
**RD #1 Box 367A**  
**Dubois, PA 15801**

NAME	Edward Ebbes
ADDRESS	753 Walnut St
CITY, STATE	Barneveld, PA 15714

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE REPAIRS OF THE VEHICLE. I ALSO HEREBY GRANT YOU A NON-EXCLUSIVE PERMIT TO USE THE VEHICLE FOR THE PURPOSE OF TEST AND ADJUST THE EQUIPMENT AND TO USE THE VEHICLE TO MOVE THE AMOUNT OF REPAIRS THERETO.

IF PERHAPS YOU HAVE AUTHORIZED THE REPAIR, I WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR APPROVAL. I WILL BE REASONABLE WITHIN THE SERVICES REQUESTED.

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LAW & POLICY

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ONE MONTH 1

THE WORKERS

THE ABOVE RE

Henry Author

that are before conserving it (please see section 1).

## AUDIO REPAIR ORDER







Enclosed please find portions of the Answers to  
Interrogatories.

Printed 6/12/00 04:21 PM

**Vehicle Information**

1G4AH51W3J6403610 1888 BUICK CENTURY White 4 door 89,982 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

4/17/2001

F. Gale

Options

Announcements

Activity

Commercial

Title

Inventory

**Owners**

M1533 - St. Clair Motors

B1525 - Wacko's Autoland of Brookvale

Register: 07/27/1999 9:20:39 AM

By: Andie Gerda

Reserve

By: Sue Jones

Sale Type: Consignment Sale

Rep:

Auctioneer: Randy Fosberg

Block Clerk: Joan McClain

Selling Rep: George Wacko (207)

Buying Cost

Buying Rep

Bid: \$350

Bid Start: 11:42:15 am

End: 11:43:50 am

Result: Not Bidding

Lane: 07

Guarantees: Bed Light - AS IS

**Sale Date****Lot**

8/6/99 (c) G115 - Sale: 08/06/99 12:00 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 \$0.00

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 SUMMERSVL 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 PUNXSUTHWY	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

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

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) 16673 (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>SD</u>
VEHICLE ID-NUMBER		STOCK NUMBER <u>1NC36A</u>
COLOR <u>Rock</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 &amp; 322</u>		STATE
CITY <u>Du Bois, Pa 15601</u>	STATE	ZIP CODE
DATE OF STATEMENT <u>07-19-99</u>	TRANSFEROR'S SIGNATURE (SELLER)	
<u>X [Signature]</u>		
PRINTED NAME OF PERSON SIGNING		

TRANSFeree'S PRINTED NAME (BUYER)		
<u>Edward J. Ebbs</u>		<u>Annette Ebbs</u>
STREET ADDRESS		
<u>753 Walnut St</u>		
CITY <u>BARNESBORO, PA 15714</u>	STATE	ZIP CODE
RECEIPT OF COPY ACKNOWLEDGED		
<u>X [Signature]</u>		DATE
TRANSFeree'S SIGNATURE - BUYER		DATE
<u>X [Signature]</u>		
PRINTED NAME OF PERSON SIGNING		

WHITE - TRANSFEROR'S COPY

YELLOW - TRANSFeree'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	BODY TYPE	MODEL
FORD TRUCK	PKP STYLE SUPER CAB RANGER	
VEHICLE ID-NUMBER		STOCK NUMBER
1FTCR15U5STA19486		
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 Edward J. Ebbs	
XX Annette Ebbs		
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		
X <u>Dee</u>		
TRANSFeree's SIGNATURE — BUYER		DATE
X <u>Dee</u>		
PRINTED NAME OF PERSON SIGNING		DATE

WHITE - TRANSFEROR'S COPY

YELLOW - TRANSFeree'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

DATE

1988

\$ 8,500

Cliff Sodzak

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

FORM CTM-139-NC (4/96)

Thank You

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 #05-03-13186 A ER	\$3,500.00



**WASKO AUTOLAND**  
R.D. 1 BOX 357 A PH. 814-375-7481  
DU BOIS, PA 15801

2067

60-1676/313

DATE July 27, 1999

PAY  
TO THE  
ORDER OF Edward Ebbs

13

\$ 8500.00

Eight Thousand Five Hundred and ~~xx~~/100 080072704 407 00 5139 DOLLARS ~~00~~



DUBOIS OFFICE • DUBOIS, PA 15801

FOR \_\_\_\_\_

000206? 031316?631 500103? 00008500000

ENDorse HERE

Edward Edwards  
Sonata Opus

**DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE**

WASK AUTOMATION

**& G Savings Bank  
(814) 674-3661  
Pottowatomie  
231371605 <**

073059Z OCTOBER 12

Enclosed please find statements concerning attorney's fees  
and costs.

**ATTORNEY'S FEES & COSTS<sup>4</sup>**

<u>Month</u>	<u>Hours</u>	<u>Amount<sup>5</sup></u>
April 2000 <sup>6</sup>	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
<b>TOTAL:</b>		<b>\$3,236.85</b>

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

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<sup>4</sup>A 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.

<sup>5</sup>This amount includes legal services as well as out-of-pocket costs.

<sup>6</sup>For 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

DATE April 11, 2000

RECEIVED OF

Cynthia Stewart, Esq.

ATTORNEY

CASE #

00-431-CO

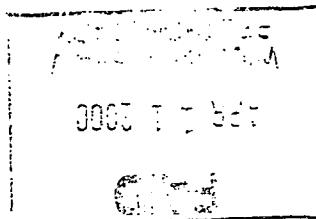
Ed-Annette Ebbs vs. Waks Auto Land

QUANTITY

DESCRIPTION

AMOUNT \$ 80.00

O.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.

60-7160/2313  
3056001316

697

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

DATE 4/11/50

PAY TO THE ORDER OF Clearfield County Probationary Office ~~\$ 80.00~~

Eighty dollars only

DOLLARS  Security

CG  
BANK  
403 RAILROAD AVE. PATTON, PA 15668

MEMO Wing fee in back Edward J. Ellis

0:23 137 605 03 05600 1316 0697