

00-981-CD  
CONSECO FINANCE CONSUMER -vs- KENNETH L. BLOOM, SR. et al  
DISCOUNT COMPANY f/k/a

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW**

113 **CONSECO FINANCE CONSUMER  
DISCOUNT COMPANY f/k/a  
114 GREEN TREE CONSUMER DISCOUNT  
COMPANY**

C/o Central Recovery Department  
3500 Yankee Drive, Suite 400  
Eagan, MN 55121-1632

Plaintiff

vs.

161 **KENNETH L. BLOOM, SR.**

RR 1, Box 406  
Clearfield, PA 16830

and

91 **VIDA E. BLOOM**

RR 1, Box 406  
Clearfield, PA 16830

Defendants

COMPLAINT

NO. 00-981-CD

CIVIL ACTION

This complaint is filed on behalf of Plaintiff Consecoco Finance Consumer Discount Company against Kenneth L. Bloom, Sr. and Vida E. Bloom.

**LEONARD, TILLERY & SCIOLLA, LLP**

BY: Keith N. Leonard, Esquire and

Jeffrey R. Brenner, Esquire

Attorney I.D. Nos. 32963 and 85192

1515 Market Street, 18th Floor

Philadelphia, PA 19102

Telephone (215) 567-1530

Attorneys for Plaintiff,

Consecoco Finance Consumer Discount Company

**FILED**

AUG 14 2000

William A. Shaw  
Prothonotary

**LEONARD, TILLERY & SCIOLLA, LLP**

BY: Keith N. Leonard, Esquire and  
Jeffrey Brenner, Esquire  
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Attorneys for Plaintiff,  
Conseco Finance Consumer Discount Company

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vs.

**KENNETH L. BLOOM, SR. and  
VIDA E. BLOOM**  
RR 1, Box 406  
Clearfield, PA 16830

Defendant

NO.

CIVIL ACTION

**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 with the Court your defenses or objection to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

**LEONARD, TILLERY & SCIOLLA, LLP**

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Plaintiff

vs.

**KENNETH L. BLOOM, SR.**

RR 1, Box 406  
Clearfield, PA 16830

and

**VIDA E. BLOOM**

RR 1, Box 406  
Clearfield, PA 16830

Defendants

NO.

CIVIL ACTION

**COMPLAINT**

Plaintiff, Conseco Finance Consumer Discount Company, by and through its attorneys, Leonard, Tillery & Sciolla, LLP, files this Complaint against the above-captioned Defendants and respectfully represents and avers as follows:

## **PARTIES**

1. Plaintiff Consec Finance Consumer Discount Company is a corporation formerly known as Green Tree Consumer Discount Company (hereinafter referred to as "Consec" or "Plaintiff"), with a principal place of business located at the address set forth above.

2. Defendant, Kenneth L. Bloom, Sr., is an individual domiciled in the Commonwealth of Pennsylvania residing at the address set forth above (hereinafter referred to as "KBloom").

3. Defendant, Vida E. Bloom, is an individual domiciled in the Commonwealth of Pennsylvania residing at the address set forth above (hereinafter referred to as "VBloom"). Defendants, Kenneth L. Bloom, Sr. and Vida E. Bloom, shall hereinafter be collectively referred to as the "Defendants".

4. Venue is proper in Clearfield County as the contract at issue (the Contract as defined below) was entered into and breached in Clearfield County by the Defendants.

### **NOTICE(S) PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, (the Act) 15 U.S.C. § 1601 et. seq. as Amended**

5. This action is an attempt to collect the debt averred herein and any information obtained in this matter will be used for that purpose.

6. The Notice to Defend attached to this Complaint identifies the number of days in which the Defendant has to respond to the averments contained in this Complaint by filing an answer with the Court. However, Defendant has thirty (30) days to dispute the debt in writing to the undersigned counsel for Consec.

7. If Defendants do not dispute the debt averred herein, or any portion thereof, in writing, within thirty (30) days, the debt will be assumed to be valid. If either of the Defendants notify the

undersigned counsel for Conseco in writing of some dispute as to the validity of this debt, in whole or in part, within the thirty (30) day period, counsel will provide you with a copy of documentation verifying the debt necessary beyond the exhibits to this Complaint, if any. Also upon written notice to counsel requesting such advice, counsel will provide you with the name of the original creditor with whom you incurred this debt.

### **FACTS COMMON TO ALL COUNTS**

8. The averments of paragraphs 1 through 7 above are reaverred and incorporated herein by reference as if set forth at length.

9. On or about August 12, 1996, Defendants, jointly and severally, and Family Mobile Homes, Inc. entered into and executed a Manufactured Home Retail Installment Contract and Security Agreement (hereinafter referred to as the "Contract"), wherein Defendants agreed to purchase a manufactured home, subject to the terms and conditions contained in the Contract. As described more fully in the Contract, the manufactured home is a 1997 Skyline Mobile Home, Limited Edition Model, Serial Number/Vehicle Identification Number 2N11-0350J (the "Mobile Home").

10. The Contract was assigned per its terms and delivered to Conseco with notice to Defendant(s). A true and correct copy of the Contract is attached as Exhibit "A" and is incorporated herein by reference as if set forth at length.

11. Pursuant to the terms of the Contract, the sale price of the Mobile Home was Twenty Two Thousand Seven Hundred Six Dollars (\$22,706.00).

12. Under the terms of the Contract Conseco financed, in part, the Defendants' purchase of the Mobile Home and in partial consideration of such financing, Defendants granted Conseco a security interest in the Mobile Home and agreed to pay Conseco the principal amount of Twenty Thousand Eight Hundred and One Dollars (\$20,801.00), plus interest at the rate of twelve percent (12%) annually [and

other conditional charges, including without limitation, late charges at a rate of five dollars (\$5.00) or two percent (2 %) of the payment, whichever is less, whenever an installment is more than fifteen (15) days late].

13. Defendants, jointly and severally, agreed to repay Conseco in installments of Two Hundred Forty-nine Dollars and Sixty-five Cents (\$249.65) per month for a period of one hundred and eighty (180) months, commencing on or about September 15, 1996 and continuing thereafter by the fifteenth (15<sup>th</sup>) day of each month.

14. Defendants, jointly and severally, became in default under the Contract when they failed to make payment when due on or about January 15, 1999. Defendants remain in default under the Contract, which default permitted Conseco to accelerate the balance due under the Contract and to otherwise pursue legal action against the Defendants.

15. Subsequent to Defendants' default under the Contract and failure to cure such default, Conseco recovered possession of the Mobile Home on or about April 19, 1999.

16. On or about April 19, 1999, Defendants were notified in writing of their opportunity to redeem the Mobile Home from Conseco and that if Defendants did not redeem the Mobile Home, the Mobile Home was to be sold by private sale sometime after fifteen (15) days from the date of such notice. A true and correct copy of the Notice of Private Sale sent to Defendants is attached as Exhibit "B" and is incorporated herein by reference as if set forth at length.

17. On or about October 22, 1999, Conseco sold the Mobile Home at private sale for the sum of Eight Thousand Dollars (\$8,000.00).

18. In connection with the repossession and sale of the Mobile Home and as allowed under the Contract, Conseco incurred expenses of retaking, reconditioning, storing and selling the Mobile Home in the amount of One Thousand Two Hundred Seventy One Dollars and Sixteen Cents (\$1,271.16).

19. The principal balance due Consecro as of April 19, 1999 was \$19,573.80 and the payoff balance as of that same date was \$20,174.45.

20. Defendants are entitled to a further credit of \$1,243.84. No other credits are due to Defendants from Consecro.

**FIRST COUNT – BREACH OF CONTRACT  
CONSECO vs. DEFENDANTS**

21. The averments of paragraphs 1 through 20 above are reaverred and incorporated herein by reference as if set forth at length.

22. As averred herein, Defendants are, jointly and severally, in default of their obligations under the Contract and have materially breached the Contract, thereby causing damages to be suffered by Consecro.

23. Under the terms of the Contract Defendants are jointly and severally responsible to pay any sums remaining due to Consecro under the Contract after the Mobile Home was repossessed and sold at private sale.

24. The principal amount of the loss suffered by Consecro arising from the Defendants' default under the Contract as of the sale of the Mobile Home is \$10,930.61.

25. In accordance with the Contract and applicable law, there is interest due Consecro at the rate of twelve percent (12.00%) per annum from April 19, 1999 to the date of commencement of this suit in the amount of One Thousand Seven Hundred Forty-five Dollars and Sixty-two Cents (\$1,745.62). Interest continues to accrue on the debt at said rate of interest as set forth in the Contract.

26. Further, Consecro is entitled to payment by Defendants, jointly and severally, of [reasonable] attorney's fees incurred by Consecro in connection with the enforcement of the Contract by Consecro. Consecro has been advised, and therefore avers, that such fees are assessable at the rate of

twenty percent (20%) of the debt due Consecro. Consecro has calculated said attorney's fees to be Two Thousand One Hundred Eighty-six Dollars and Twelve Cents (\$2,186.12) on this account as of the commencement of this action.

27. Defendants, jointly and severally, have neglected, failed and refused to make payment to Consecro of the sum justly due Consecro, despite demand(s) for payment of such sum.

28. The balance due from Defendants to Consecro under the Contract as of the date of commencement of this suit is \$14,862.35.

**WHEREFORE**, Plaintiff, Consecro Finance Consumer Discount Company, demands judgment against Defendants, Kenneth L. Bloom, Sr. and Vida E. Bloom, jointly and severally, in the sum of Fourteen Thousand Eight Hundred Sixty-two Dollars and Thirty-five Cents (\$14,862.35), plus interest at the rate of 12% per annum, attorney's fees and costs, and such other and proper relief as this Honorable Court deems just.

**SECOND COUNT – UNJUST ENRICHMENT  
CONSECO vs. DEFENDANTS**

29. The averments of paragraphs 1 through 28 above are reaverred and incorporated herein by reference as if set forth at length.

30. Due to the actions of Defendants as averred herein, Defendants have, jointly and severally, received substantial economic benefit which, in the interests of equity, they should not be permitted to keep.

31. As a result of the actions of Defendants and the benefits received by Defendants, Defendants have jointly and severally become unjustly enriched at the expense of Consecro.

32. If Defendants are permitted to receive the aforementioned benefits without payment, injustice will result.

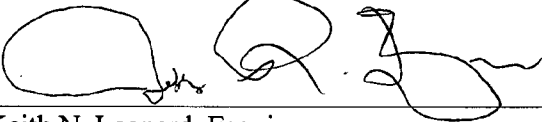
33. Consecosues the Defendants, jointly and severally, for the reasonable value of the monies received by Defendants, jointly and severally, without objection upon the promise of the Defendants to repay the monies in accordance with the terms of the written instruments executed by Defendants as aforesaid.

**WHEREFORE**, Plaintiff, Consecos Finance Consumer Discount Company, demands judgment against Defendants, Kenneth L. Bloom, Sr. and Vida E. Bloom, jointly and severally, in the sum of Fourteen Thousand Eight Hundred Sixty-two Dollars and Thirty-five Cents (\$14,862.35), plus interest at the rate of 12% per annum, attorney's fees and costs, and such other and proper relief as this Honorable Court deems just.

Respectfully submitted,

**LEONARD, TILLERY & SCIOLLA, LLP**

BY

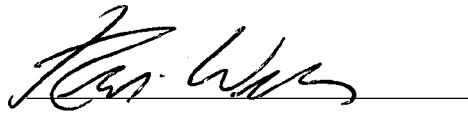


Keith N. Leonard, Esquire  
Jeffrey R. Brenner, Esquire  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
(215) 567 - 1530  
Attorneys for Plaintiff  
Consecos Finance Consumer Discount Company

DATED: August 10, 2000

**VERIFICATION**

Rick Wilken, hereby states that (s)he is an officer/authorized agent of the Plaintiff in this action, and verifies that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

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

DATED:

8-2-00



ALL-STATE® LEGAL 800-222-6510 EDS11 RECYCLED

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**Date August 12, 1996

BLOCH, VIDA E.

BUYER: BLOCH SR. KENNETH L., LOT #10 BOOVERS, HRP, NYDE, PA 16843

SELLER: FAMILY MOBILE HOMES, INC., 1683 E PLEASANT VALLEY BLVD, ALTOONA, PA 16602

ASSIGNEE: GREEN TREE CONSUMER DISCOUNT CO., 105 BRADFORD RD, BLDG III, SUITE 200, WEXFORD, PA 15090

**FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES**

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pre- sented to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of \$ 3000.00 )
12.00 %	\$ 24136.00	\$ 20801.00	\$ 44937.00	\$ 47937.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
180	249.65	Monthly beginning September 15, 1996

SECURITY: I am giving a security interest in:

☒ The goods or property being purchased. \_\_\_\_\_ Real property located at \_\_\_\_\_FILING FEES: \$ 20.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 %  
of the payment, whichever is LESS.

PREPAYMENT: If I pay off early, I will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the  
original terms.See the Contract document below for any additional information about nonpayment, default, any required repayment in full before  
the scheduled date, and prepayment refunds and penalties.**ITEMIZATION OF THE AMOUNT FINANCED**

- Cash Sale Price  
(including Taxes of) \$ .00 \$ 22706.00
- Gross Trade-in \$ .00  
Less Amount Owed on Trade-in \$ .00  
Net Trade-in \$ .00  
Description: Make \_\_\_\_\_  
Year 0000 Size 00 X 00
- Cash Down Payment \$ 3000.00
- Total Down Payment - \$ 3000.00
- Unpaid Balance of Cash Sale Price (1 - 4) + \$ 19706.00
- Paid to Public Officials + \$ 20.00
- Paid to Insurance Companies + \$ 1075.00
- Paid to Appraiser + \$ .00
- a. Paid to + \$ .00  
b. Paid to + \$ .00  
c. Paid to + \$ .00  
d. Paid to + \$ .00  
e. Paid to + \$ .00  
f. Paid to + \$ .00  
g. Paid to + \$ .00
- Principal Balance (5 + 6 + 7 + 8 + 9 a.-g.) + \$ 20801.00
- Prepaid Finance Charges - \$ .00
- Amount Financed (10 - 11) \$ 20801.00

**PHYSICAL DAMAGE INSURANCE**Physical Damage Insurance is required but I may obtain it from  
anyone I want that is acceptable to you. If I get the insurance  
checked below from you or through you, I will pay you

\$ 1075.00 for insurance protection for a term of 05 years.

☒ Comprehensive (\$ 250.00 deductible)☒ Flood☒ Liability☐ Other \_\_\_\_\_☐ Vendor's Single Interest**OPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE**Credit Life and Disability Insurance are not required to obtain  
credit and will not be provided unless I sign and agree to pay the  
additional cost.

The term of this insurance is 00 years.

☐ Single Credit Life Insurance \$ .00☐ Joint Credit Life Insurance \$ .00☐ Single Credit Disability Insurance \$ .00

Total \$ .00

☒ Signature of Buyer(s) Insured

Date

**CONTRACT AND SECURITY AGREEMENT**DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is  
signed by Seller). "Manufactured Home" means the manufactured home and any other property described below and on page 2.  
Contract or "Agreement" means this Retail Installment Contract and Security Agreement.

EW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
N	1997 SKYLINE	LIMITED EDITION	2N11-03503	14 X 56

Other  
(Describe)

SKIING, DECK

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.

3. **SECURITY INTEREST:** I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.

4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

5. **PREPAYMENT:** I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.

6. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 12.00 % per annum until paid in full. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

7. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

8. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

9. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

10. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) **Repossession:** You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

11. **CURE OF DEFAULT:** I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (c) any late charges that are due,
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale,
- (e) perform any other obligations under default.

I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

12. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

13. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

14. **MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

15. **ARBITRATION:** All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This agreement is pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and property disputes will be subject to binding arbitration in accord with this Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.**

**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

X Kenneth L. Bloom Sr. X Vida E. Bloom  
Signature of Buyer KENNETH L. BLOOM SR Signature of Buyer VIDA E. BLOOM

**ASSIGNMENT BY SELLER**

Seller hereby sells, assigns and transfers its entire right, title and interest in the Contract and the property described therein (the "Property") to Assignee. To induce Assignee to purchase the Contract, Seller warrants that: (a) the Contract and Guaranty, if any, are genuine, legally valid and enforceable and arose from the sale of the Property; (b) the Contract is subject to no defense, counterclaim or setoff; (c) copies of the Contract and all other documents signed by the Buyer(s) were given to the Buyer prior to consummation; (d) Seller has complied with all applicable federal, state and local laws, regulations, rules and ordinances; (e) the Buyer is not a minor and has legal capacity to execute this Contract; (f) the Property is free and clear of all liens and encumbrances except the security interest granted herein and Seller has the right to assign its interest in the Contract; (g) the security interest granted to Seller constitutes a valid first lien on the Property and has been filed or recorded according to law indicating Assignee as first secured party; (h) the down payment shown on the face hereof has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (i) all statements of fact made in the Contract and all statements made by or on behalf of the Buyer in the credit applications and any other forms relating to the Contract are true to the best of Seller's knowledge and belief; (j) Buyer has physical damage insurance in the amount of the indebtedness; (k) there have been no material changes in the Buyers' income, indebtedness or employment and no other material changes between loan approval and funding. This is a condition to Assignee funding the Contract. If there is a breach of any of the foregoing warranties, as solely determined by Assignee, without regard to the Seller's knowledge with respect thereto or Assignee's reliance thereon, Seller agrees unconditionally to repurchase the Contract from Assignee, upon demand, for the full amount then unpaid plus costs and expenses incurred by Assignee (plus accrued and unpaid interest), whether the Contract shall then be, or not be, in default, and to indemnify, defend and hold Assignee harmless from any loss, damages or claims of any nature by reason of such breach of warranty, including attorneys' fees, court costs, disbursements and out-of-pocket expenses.

Seller further agrees that in the event Buyer asserts against Assignee any claim, defense or counterclaim against payment of any sum owing under the Contract or in defense of repossession on the assertion, either oral or written, that the Property is defective, not as represented to Buyer by Seller or that Seller refuses to honor any warranty or service agreement of Seller or the manufacturer, Seller will, upon Assignee's demand, repurchase the Contract from Assignee and pay Assignee the full amount remaining unpaid (plus accrued and unpaid interest) plus Assignee's costs and expenses including attorneys' fees, whether or not any such claim, defense or counterclaim shall be meritorious and without awaiting adjudication of Buyer's claim, defense or counterclaim; and Seller also agrees to indemnify, defend and hold Assignee harmless from any such claims, including attorneys' fees, court costs, disbursements and out-of-pocket expense.

The liability of Seller shall not be affected by any extension, renewal or other change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof, or the release or non-perfection of any security thereunder. Assignee shall not be bound to exhaust its recourse against Buyer or any other person or any security before being entitled to payment by the Seller hereunder. Seller waives notice of acceptance of this Agreement and notices of nonpayment and nonperformance of the Contract and any other notices required by law and waives all setoffs and counterclaims.

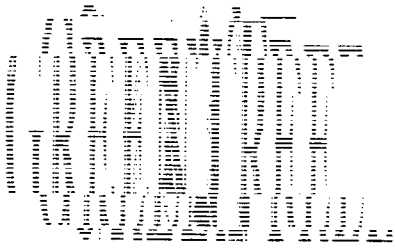
In addition, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

FAMILY MOBILE HOMES, INC.  
By: X Sandra G. [Signature] (Seller) Title: President  
☒ A. Without Recourse ☐ B. Limited Recourse ☐ C. Repurchase ☐ D. With Recourse ☐ E. Limited Repurchase  
Payments Payments



## NOTICE OF PRIVATE SALE

Date of Notice: 4/19/99Account No: 73320955KENNETH L. BLOOM SR  
RR 1 BOX 406

CLEARFIELD PA 16830

GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG. III, SUITE 200  
WEXFORD, PA 15090  
800-245-1340

## Description of Manufactured Home/Recreational Vehicle

Year 1997  
 Make SKYLINE  
 Model LIMITED ED  
 Serial No. 2N11-0350-J

We have obtained possession of the above-described property, either by voluntary surrender or repossession. The property is now located at TRAILER COURT, LOT 12C  
HYDE, PA 00000

The property described above will be sold at a private sale at any time after 15 days from the date of this Notice shown above unless redeemed by you prior to such sale. You can redeem the property at any time before it is actually sold.

To get your property back, you must pay us the amount itemized below before it is sold:

Unpaid Balance	\$ <u>37841.84</u>
Plus Late Charges	\$ <u>14.97</u>
Plus Repossession Expenses	\$ <u>.00</u>
Less Finance Charge Rebate	\$ <u>17682.36</u>
Less Insurance Premium Rebate	\$ <u>.00</u>
Less Escrow Credit	\$ <u>.00</u>
<b>TOTAL</b>	<b>\$ <u>20174.45</u></b>

(Plus expenses incurred after the date of this Notice)

To reinstate your Contract, you must pay by cash, cashier's check or money order all past due intallments, accrued late charges, plus other cost of retaking, storing and moving the home for sale, which amount is approximately \$ 1173.23 (plus amounts accrued after the date of this notice). You may not reinstate the Contract more than three (3) times in any twelve (12) month period.

The sale price might not cover your debt and expenses. If that happens, you will owe us the difference, as permitted by law.

If you have any questions about this, please call us.

GREEN TREE CONSUMER DISCOUNT COMPANY

By Paul C. McLaughlin  
 Its: Inventory Control Manager

Z 250 645 797

**FILED**

AUG 14 2000

m/8:30/ur

William A. Shaw

Prothonotary

PO

80.-

2 CMT to Supr.

1 CMT to ATT 7

JEFFREY R. BRENNER

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSECO FINANCE CONSUMER

00-981-CD

VS

BLOOM, KENNETH L. SR.

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 29, 2000 AT 7:30 PM DST SERVED THE WITHIN COMPLAINT ON KENNETH L. BLOOM, SR., DEFENDANT AT RESIDENCE RR 1 BOX 406, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH L. BLOOM A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

NOW AUGUST 29, 2000 AT 7:30 PM DST SERVED THE WITHIN COMPLAINT ON VIDA E. BLOOM, DEFENDANT AT RESIDENCE RR 1 BOX 406, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH BLOOM, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: SNYDER

27.00 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

6th DAY OF September 2000  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins  
by Maury Hays

CHESTER A. HAWKINS  
SHERIFF

FILED

SEP 06 2000

0110:43 am

William A. Shaw

Prothonotary ESB

IN answer to Conesco, Page 1

my reasons

Page 2  
Page 3

Conesco Finance Consumer Discount Co.  
Greentree Consumer Discount Company  
Central Recovery Dept  
3500 Yankee Drive, Suite 400  
Eagan, MN 55121-1632  
Plaintiff

VS

Kenneth L Bloom SR  
RD #1 Box 406  
Cfhd. Pa. 16830  
and  
Vida E. Bloom  
RD #1 Box 406  
Cfhd. Pa 16830  
Defendants

In the Court of Common Pleas  
of Clearfield Co. Pennsylvania

No. 00-981-CD

CIVIL ACTION

10 Day Notice under  
PA. R.C.P 237.1(a)(2)

Date of Notice Tue. Sept. 19-2000

FILED

SEP 28 2000

0/3:26/ by  
William A. Shaw  
Prothonotary

1 cent to DEPT

*[Signature]*

Kenneth L Bloom SR  
RD #1 Box 406  
Cfhd. Pa 16830  
814-765-0159

In answer to Conaco

Civil Action  
Ct. Co. Court

Page 3

NO. 00-981-CD

For the record

I made payments every month on the Mobile Home. I was tired of Greentree not answering my letters! I was tired of being harassed by constant letters from Greentree saying I was late and owed 144.69! I wrote many letters stating I did not owe this and would not pay - only received one answer - telling me the reason I owed was I made partial payment on Aug 5-1998 - There was never a partial payment made.

I put up with the harassment from May 20-1998 to Jan 1-1999

In Jan-1999 Greentree sent me a letter demanding Mobile Home back - We were to sign paper turning back to Greentree which we did.

At this time I told them in letter with payment I didn't owe 144.69 and would not pay - That January's payment would be the last one.

I paid last rent on Mobil Home for approx 6 months before Greentree removed it.

Note Greentree also removed Mobile Home without a permit and without the taxes being paid.

We paid 3000.00 down and payments almost 2 years and would have kept paying if not for the Harassment and saying I owed 144.69 that I did not owe.

They demanded Mobile Home back and they got it back.

I don't feel I owe Greentree anything.

Kenneth L Bloom &  
RD#1 Box 406 Clearfield Pa 16830



NOTICE OF SURRENDER OF SECURED PROPERTY

 #  
 Page  
 2

Date of Notice: 1/05/99

 KENNETH L. BLOOM SR  
 RR 1 BOX 406

GREEN TREE CONSUMER DISCOUNT CO.

CLEARFIELD PA 16830

 105 BRADFORD RD, BLDG III, SUITE 200  
 WEXFORD, PA 15090  
 800-245-1340

 KENNETH L. BLOOM SR  
 VIDA E. BLOOM

Type of Transaction: Retail Installment Contract and Security Agreement or Installment Loan Agreement.

Secured property: 1997 SKYLINE CORPORA 14 X 64 Serial # 2N11-0350-J

(Description of manufactured home/recreational vehicle or other property)

Debtor(s) Name(s): KENNETH L. BLOOM SR VIDA E. BLOOM Account Number: 73320955

I hereby voluntarily surrender the Secured Property and acknowledge that I understand my right to keep possession of the Secured Property until a Court has decided that I am in default. I further acknowledge that before making such a decision a Court would give me a reasonable opportunity for a hearing and that by surrendering the Secured Property to Green Tree Financial Servicing Corporation, I waive my right to such a hearing. I further acknowledge that I have authority to surrender the Secured Property and that I have inspected it, and acknowledge that I have delivered only the Secured Property and nothing else. I relinquish all rights to title, ownership, redemption & notification of any action and any other rights pertaining to ascertainable interest. I authorize Green Tree Financial Servicing Corporation on my behalf to assign and otherwise transfer all of my right, title and interest in the home to any third party without further notice to me or consent from me.

Dated \_\_\_\_\_

Debtor(s):

X \_\_\_\_\_

(Signature)

KENNETH L. BLOOM SR

VIDA E. BLOOM

X \_\_\_\_\_

(Signature)

**RECEIPT**

Receipt of the above-described Secured Property is hereby acknowledged.

Dated \_\_\_\_\_

 GREEN TREE FINANCIAL CORPORATION  
 ( or its subsidiary )

By \_\_\_\_\_

Title \_\_\_\_\_

*This is what Greentree wanted us to sign - So after almost 9 months of no answers from them about 144.69 that I didn't owe I was tired of harassment - so we signed and told them they could have Mobil Home back.*

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

: IN THE COURT OF  
 : COMMON PLEAS OF  
 : Clearfield County, Pennsylvania  
 :  
 : CIVIL ACTION - LAW  
 :  
 : NO. 00 - 981 - CD  
 :  
 : ACTION FOR BREACH  
 : OF CONTRACT

FILED

OCT 10 2000

**William A. Shaw**  
**Prothonotary**

**Defendants.**

Please enter a default judgment in favor of the Plaintiff, Consecro Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, and against Defendant, Vida E. Bloom, for failure to answer or otherwise respond to the Complaint.

The Complaint was served upon the Defendants, Kenneth L. Bloom, Sr., and Vida E. Bloom, on August 29, 2000, in accordance with the Pennsylvania Rules of Civil Procedure. A copy of the proof of service is attached hereto as Exhibit "A".

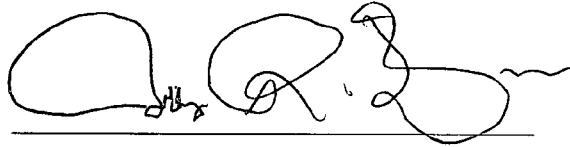
I certify that a written notice of intention to file this Praecipe was mailed or delivered to the party against whom judgment is to be entered and/or to her attorney of record, if any, after the default occurred and at least ten days prior to the date of this Praecipe. A copy of said notice is attached hereto as Exhibit "B".

Defendant, Kenneth L. Bloom, Sr., filed an Answer to the Complaint, on behalf of himself, individually, on September 28, 2000. However, Defendant, Vida E. Bloom, has failed to file an Answer or otherwise respond to the Complaint. A copy of said Answer is attached hereto as Exhibit "C".

Kindly enter judgment by default against Defendant, Vida E. Bloom, for failure to file an Answer to Plaintiff's Complaint within 31 days of service of same, and assess damages as follows:

Principal:	\$10,930.61
Interest (10.4%)	\$ 1,745.62
Attorney's fees (20%):	\$ 2,186.12
Total(Prayer for Relief):	<u>\$14,862.35</u>

WHEREFORE, Plaintiff demands judgment be entered against Defendant, Vida E. Bloom, in the amount of **\$14,862.35** plus additional interest and costs.

A handwritten signature in black ink, appearing to read 'Jeffrey R. Brenner', written over a horizontal line.

Jeffrey R. Brenner, Esquire  
LEONARD, TILLERY & SCIOLLA, LLP  
Attorneys for Plaintiff

DATED: October 5, 2000

I hereby assess damages as above and enter judgment against Defendant, Vida E. Bloom, for interest, costs and the sum of \$14,862.35.

A handwritten signature in black ink, written over a horizontal line.

PROTHONOTARY

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

<b>Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company</b> C/o Central Recovery Department 3500 Yankee Drive, Suite 400 Eagan, MN 55121-1632	:	IN THE COURT OF COMMON PLEAS OF Clearfield County, Pennsylvania
	:	
Plaintiff	:	CIVIL ACTION - LAW
	:	
vs.	:	NO. 00 - 981 - CD
	:	
<b>Kenneth L. Bloom, Sr.</b> RR 1, Box 406 Clearfield, PA 16830	:	ACTION FOR BREACH OF CONTRACT
	:	
and	:	AFFIDAVIT OF NON-MILITARY SERVICE AND CERTIFICATION OF ADDRESS
	:	
<b>Vida E. Bloom</b> RR 1, Box 406 Clearfield, PA 16830	:	
	:	
Defendants.	:	

**AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATION OF ADDRESS**

JEFFREY R. BRENNER, ESQUIRE, being duly sworn according to law, deposes and says that he is the attorney for the Plaintiff; that he is authorized to make this affidavit on behalf of the Plaintiff; that the above-named Defendant, Vida E. Bloom, upon information and belief, is located at the above address and that, upon information and belief, is not in the Military Service of the United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and Sailors' Civil Relief Act of 1940 and the amendments thereto.



JEFFREY R. BRENNER

2661-25

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CONSECO FINANCE CONSUMER  
VS

00-981-CD

BLOOM, KENNETH L. SR.

COMPLAINT

SHERIFF RETURNS

NOW AUGUST 29, 2000 AT 7:30 PM DST SERVED THE WITHIN  
COMPLAINT ON KENNETH L. BLOOM, SR., DEFENDANT AT RESIDENCE  
RR 1 BOX 406, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY  
HANDING TO KENNETH L. BLOOM A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: SNYDER

NOW AUGUST 29, 2000 AT 7:30 PM DST SERVED THE WITHIN  
COMPLAINT ON VIDA E. BLOOM, DEFENDANT AT RESIDENCE RR 1 BOX  
406, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING  
TO KENNETH BLOOM, HUSBAND A TRUE AND ATTESTED COPY OF THE  
ORIGINAL COMPLAINT AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: SNYDER

27.00 SHFF. HAWKINS PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

SO ANSWERS,

\_\_\_\_ DAY OF \_\_\_\_\_ 2000

CHESTER A. HAWKINS  
SHERIFF

7805

DEPUTY SHERIFF'S EDUCATION & TRAINING ACCT.

COURT No. 00-981-CD

DATE Aug 16 19 2000  
\$ 20.00

RECEIVED OF Conseco

Vs. Bloom

COMPLAINT ☒  
SUMMONS ☐  
EXECUTION ☐  
PETITIONS ☐  
OTHER ☐

attly ckt # 4214  
**PAID** AUG 30 2000

M. Hann

CHESTER A. HAWKINS, SHERIFF  
CLEARFIELD COUNTY, PENNSYLVANIA



2661-25

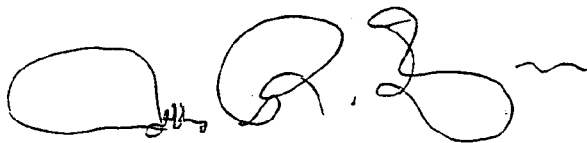
**COURT ADMINISTRATOR**  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

**AVISO IMPORTANTE**

USTED ESTA EN REBELDIA PORQUE HA FALLADO EN TOMAR LA ACCION EXIGIDA DE SU PARTE EN ESTE CASEO. A MENOS DE QUE USTED ACTUE DENTRO DE DIEZ DIAS DEL LA FECHA DE ESTE AVISO, SE PUEDE REGISTRAR UNA SENTENCIA CONTRA USTED, SIN EL BENEFICIO DE UNA AUDIENCIA Y PUEDE PERDER SU PROPIEDAD O DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTE AVISO A UN ABOGADO ENSEGUIDA. SI USTED NO TIENE UN ABOGADO Y NO PUEDE PAGAR POR LOS SERVICIOS DE UN ABOGADO, DEBE COMUNICARSE CON LA SIGUIENTE OFICIANA PARA AVERIGUAR DONDE PUEDE OBTENER AYUDA LEGAL:

**COURT ADMINISTRATOR**

Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641 Ext. 50-51

A handwritten signature in black ink, appearing to read 'K. N. Leonard', followed by a wavy line.

BY:

\_\_\_\_\_  
Keith N. Leonard, Esquire  
Jeffrey R. Brenner, Esquire  
LEONARD, TILLERY & SCIOLLA, LLP  
Attorneys for Plaintiff,  
Conseco Finance Consumer Discount Company

DATED: Tuesday, September 19, 2000



ALL-STATE® LEGAL 800-222-0610 EDS11 RECYCLED

Conesco Finance Consumer Discount Co.

Greentree Consumer Discount Company

Contract Recovery Dept

3500 Yankee Drive, Suite 400

Eagan, MN 55121-1632

Plaintiff

VS

Kenneth L Bloom SR

RD#1 Box 406

Ct. Pa. 16830

and

Vicki E. Bloom

RD#1 Box 406

Ct. Pa. 16830

Defendants

In the Court of Common Pleas  
of Clearfield Co. Pennsylvania

No. 00-981-CD

CIVIL ACTION

10 Day Notice under

PA. R.C.P. 237.1(a)(2)

Date of Notice Tue. Sept. 19-2000

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

SEP 28 2000

Attest:

*William D. Blum*  
Prothonotary

Kenneth L Bloom SR

RD#1 Box 406

Ct. Pa. 16830

814-765-0159

In answer to Conaco

Civil Action Page 2  
Ct. Cl. Co. Court  
NO. 00-981-CD

For the record

I made payments every month on the Mobil Home. I was tired of Greentree not answering my letters! I was tired of being harassed by constant letters from Greentree saying I was late and owed 144.69! I wrote many letters stating I did not owe this and would not pay - only received one answer - telling me the reason I owed was I made partial payment on Aug 5-1998 - There was never a partial payment made.

I put up with the harassment from May 20-1998 to Jan 1-1999

In Jan-1999 Greentree sent me a letter demanding Mobil Home back - we were to sign paper turning back to Greentree which we did.

At this time I told them in letter with payment I didn't owe 144.69 and would not pay - That January payment would be the last one.

I paid lot rent on Mobil Home for approx 6 months before Greentree removed it.

Note Greentree also removed Mobil Home without a permit and without the taxes being paid.

We paid 3000.00 down and payments almost 2 years and would have kept paying if not for the Harassment and saying I owed 144.69 that I did not owe.

They demanded Mobil Home back and they got it back. I don't feel I owe Greentree anything.

Kenneth L Bloom &  
RD#1 Box 1000 Rte 1000 R. 1000

GREENTREE

ALL STATES EXCEPT WISCONSIN

NOTICE OF SURRENDER OF SECURED PROPERTY

Page 2

KENNETH L. BLOOM SR  
RR 1 BOX 406

CLEARFIELD PA 16830

KENNETH L. BLOOM SR  
VIDA E. BLOOM

Date of Notice: 1/05/99

GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG III, SUITE 200  
WEXFORD, PA 15090  
800-245-1340

Type of Transaction: Retail Installment Contract and Security Agreement or Installment Loan Agreement.

Secured property: 1997 SKYLINE CORPORA 14 X 64 Serial # 2N11-0350-J

(Description of manufactured home/recreational vehicle or other property)

Debtor(s) Name(s): KENNETH L. BLOOM SR VIDA E. BLOOM

Account Number: 73320955

I hereby voluntarily surrender the Secured Property and acknowledge that I understand my right to keep possession of the Secured Property until a Court has decided that I am in default. I further acknowledge that before making such a decision a Court would give me a reasonable opportunity for a hearing and that by surrendering the Secured Property to Green Tree Financial Servicing Corporation, I waive my right to such a hearing. I further acknowledge that I have authority to surrender the Secured Property and that I have inspected it, and acknowledge that I have delivered only the Secured Property and nothing else. I relinquish all rights to title, ownership, redemption & notification of any action and any other rights pertaining to ascertainable interest. I authorize Green Tree Financial Servicing Corporation on my behalf to assign and otherwise transfer all of my right, title and interest in the home to any third party without further notice to me or consent from me.

Dated

*This is what Greentree wanted us to sign - So after almost 9 months of no answers from them about 144.69 that I didn't agree I was tired of harassment - so we signed and told them they could have Mobil Home back.*

Debtor(s):

X \_\_\_\_\_  
(Signature)  
KENNETH L. BLOOM SR VIDA E. BLOOM

X \_\_\_\_\_  
(Signature)

RECEIPT

Receipt of the above-described Secured Property is hereby acknowledged.

Dated

GREEN TREE FINANCIAL CORPORATION  
( or its subsidiary )

By \_\_\_\_\_

Title \_\_\_\_\_

FILED

(45)

OCT 10 2000

1711042/Atty General  
William A. Shaw  
Prothonotary

PD \$20.00

not to Dy. K. Bloom  
not to Dy. V. Bloom  
Statement to Atty General

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
STATEMENT OF JUDGMENT

COPY

CONSECO FINANCE CONSUMER DISCOUNT  
COMPANY f/k/a GREEN TREE CONSUMER  
COMPANY

Plaintiff(s)

No. 00-981-CD

vs.

Real Debt \$14,862.35

Atty's Comm \_\_\_\_\_

KENNETH L. BLOOM, SR. and

VIDA E. BLOOM

Defendant(s)

Atty's Comm \_\_\_\_\_

Costs \$ \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$20.00

Instrument Default Judgment

Date of Entry October 10, 2000

Expires October 10, 2005

Certified from the record this 10th day of October, 2000

\_\_\_\_\_  
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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

CORRECTED STATEMENT  
10-12-00

CONSECO FINANCE CONSUMER  
DISCOUNT COMPANY f/k/a  
Green Tree Consumer Discount Co.  
Plaintiffs (s)

Docket: 282

No.: 00-981-CD

Real Debt: \$14,862.35

Atty's Comm:

Vs.

Costs: \$

Int. From:

VIDA E. BLOOM  
Defendant (s)

Entry: \$20.00

Instrument: DEFAULT JUDGMENT

Date of Entry: OCTOBER 10, 2000

Expires: OCTOBER 10, 2005

Certified from the record this 12th day of October, 2000.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

**15. ARBITRATION:** All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and property disputes will be subject to binding arbitration in accord with this Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PROPERTY INSURANCE BOX ON PAGE 1.**

**BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.**

X Kenneth L. Bloom Sr.  
Signature of Buyer KENNETH L. BLOOM SR

X Vida E. Bloom  
Signature of Buyer VIDA E. BLOOM

#### ASSIGNMENT BY SELLER

Seller hereby sells, assigns and transfers its entire right, title and interest in the Contract and the property described therein (the "Property") to Assignee. To induce Assignee to purchase the Contract, Seller warrants that: (a) the Contract and Guaranty, if any, are genuine, legally valid and enforceable and arose from the sale of the Property; (b) the Contract is subject to no defenses, counterclaim or setoff; (c) copies of the Contract and all other documents signed by the Buyer(s) were given to the Buyer prior to consummation; (d) Seller has complied with all applicable federal, state and local laws, regulations, rules and ordinances; (e) the Buyer is not a minor and has legal capacity to execute this Contract; (f) the Property is free and clear of all liens and encumbrances except the security interest granted herein and Seller has the right to assign its interest in the Contract; (g) the security interest granted to Seller constitutes a valid first lien on the Property and has been filed or recorded according to law indicating Assignee as first secured party; (h) the down payment shown on the face hereof has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (i) all statements of fact made in the Contract and all statements made by or on behalf of the Buyer in the credit applications and any other forms relating to the Contract are true to the best of Seller's knowledge and belief; (j) Buyer has physical damage insurance in the amount of the indebtedness; (k) there have been no material changes in the Buyers' income, indebtedness or employment and no other material changes between loan approval and funding. This is a condition to Assignee funding the Contract. If there is a breach of any of the foregoing warranties, as solely determined by Assignee, without regard to the Seller's knowledge with respect thereto or Assignee's reliance thereon, Seller agrees unconditionally to repurchase the Contract from Assignee, upon demand, for the full amount then unpaid plus costs and expenses incurred by Assignee (plus accrued and unpaid interest), whether the Contract shall then be, or not be, in default, and to indemnify, defend and hold Assignee harmless from any loss, damages or claims of any nature by reason of such breach of warranty, including attorneys' fees, court costs, disbursements and out-of-pocket expenses.

Seller further agrees that in the event Buyer asserts against Assignee any claim, defense or counterclaim against payment of any sum owing under the Contract or in defense of repossession on the assertion, either oral or written, that the Property is defective, not as represented to Buyer by Seller or that Seller refuses to honor any warranty or service agreement of Seller or the manufacturer, Seller will, upon Assignee's demand, repurchase the Contract from Assignee and pay Assignee the full amount remaining unpaid (plus accrued and unpaid interest) plus Assignee's costs and expenses including attorneys' fees, whether or not any such claim, defense or counterclaim shall be meritorious and without awaiting adjudication of Buyer's claim, defense or counterclaim; and Seller also agrees to indemnify, defend and hold Assignee harmless from any such claims, including attorneys' fees, court costs, disbursements and out-of-pocket expense.

The liability of Seller shall not be affected by any extension, renewal or other change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof, or the release or non-perfection of any security hereunder. Assignee shall not be bound to exhaust its recourse against Buyer or any other person or any security before being entitled to payment by the Seller hereunder. Seller waives notice of acceptance of this Agreement and notices of nonpayment and nonperformance of the Contract and any other notices required by law and waives all setoffs and counterclaims.

In addition, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

FAMILY MOBILE HOMES, INC

X Samuel S. Bloom (Seller) Title: President

☒ A. Without Recourse ( ) B. Limited Recourse ( ) C. Repurchase ( ) D. With Recourse ( ) E. Limited Repurchase Payments



# REPOSSESSION NOTICE

Region: GREEN TREE CONSUMER DISCOUNT CO.  
 Customer Name BLOOM SR KENNETH L

Region Number: 73  
 Account Number: 73320955

Loan Type: CONV MH

## LOAN INFORMATION

Current Payoff : 20174.45  
 Date Purchased : 8/12/96  
 Orig Selling Price : \$ 22706.00  
 Original Invoice : \$ 18747.16  
 Term : 180

## REPO DATA

Repo Date : 4/19/99  
 NADA Retail : \$ 25900.00  
 NADA Wholesale : \$ 20300.00  
 Appraisal : \$ .00  
 Est Selling Price : \$ 19900.00  
 Estimated Loss : \$ 8964.45  
 Past Due For : \$ 1143.29  
 Next Due : 1/15/99

## OTHER

VS11 File Date : 0/00/00  
 VS12 File Date : 0/00/00  
 Principal Balance : 19573.80  
 Percent Recovered : 54.20  
(55.00)

Reason for Repossession : other - abandoned home

Sales Price as % of Original: 121 %

## MOBILE HOME DESCRIPTION

Make: SKYLINE Model: LIMITED ED Year: 1997 Width: 14 Length: 64 Beds: 3 Baths: 1.0 Condition: Fair  
 Dealer Name: FAMILY MOBILE HOMES, INC Dealer Number: 26181 Dealer Status: ACTIVE  
 Number Months Recourse: \_\_\_\_\_  
 Method Recommended to Dispose of Unit : Retail/Onsite (MH) Current Location: DEALER  
 Moving, Exact Location : GREEN TREE CONSUMER DISC. CO. HOOVERS TRAILER COURT LOT 12C  
HYDE PA 00000

## ESTIMATED COST TO SELL UNIT (WHOLESALE/RETAIL)

Full-In	: .00	Delivery and Set	: .00	Appraisal Fee	: .00
Repairs	: 2800.00	Lot Rent	: 1800.00	Advertising	: .00
Cleaning	: .00	Taxes	: 2100.00		
Appliances	: .00	Commission	: 1990.00		

### WHOLESALE/CASH

Payoff : \$ 20174.45  
 Fees : \_\_\_\_\_  
.00  
.00  
.00

Fees To Date : \$ .00

Loan Balance : \$ 20174.45  
 Paid : \$ .00

SS : \$ 20174.45

### RETAIL

Payoff : \$ 20174.45  
 Pull-In : \$ .00  
 Repairs : \$ 2800.00  
 Cleaning : \$ .00  
 Appliances : \$ .00  
 Lot Rent : \$ 1800.00  
 Commission : \$ 1990.00  
 Advertising : \$ .00  
 Taxes : \$ 2100.00  
 Delivery/Set : \$ .00  
 Appraisal Fee : \$ .00

Balance : \$ 28864.45  
 (Without/Delivery)  
 - Sales Price : \$ 19900.00  
 + Delivery/Set : \$ .00  
 - FHA/VA Claim: \$ .00  
 LOSS : \$ 8964.45

Regional Manager Signature: \_\_\_\_\_

Date: 4-19-99

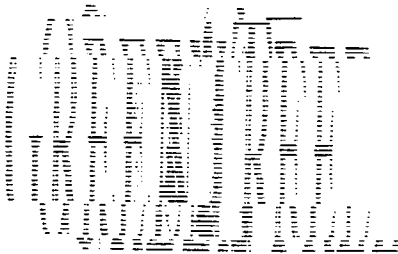
*High tax expense account.*

GT-46-00-004 (9/91)

jmrntzz.tif

## PENNSYLVANIA

## NOTICE OF PRIVATE SALE

Date of Notice: 4/19/99Account No: 73320955KENNETH L. BLOOM SR  
RR 1 BOX 406

CLEARFIELD PA 16830

GREEN TREE CONSUMER DISCOUNT CO.

105 BRADFORD RD, BLDG. III, SUITE 200  
WEXFORD, PA 15090  
800-245-1340

## Description of Manufactured Home/Recreational Vehicle

Year 1997  
Make SKYLINE  
Model LIMITED ED  
Serial No. 2N11-0350-JWe have obtained possession of the above-described property, either by voluntary surrender or repossession. The property is now located at GREEN TREE TRAILER COURT, LOT 12C  
HYDE, PA 00000

The property described above will be sold at a private sale at any time after 15 days from the date of this Notice shown above unless redeemed by you prior to such sale. You can redeem the property at any time before it is actually sold.

To get your property back, you must pay us the amount itemized below before it is sold:

Unpaid Balance	\$ <u>37841.84</u>
Plus Late Charges	\$ <u>14.97</u>
Plus Repossession Expenses	\$ <u>.00</u>
Less Finance Charge Rebate	\$ <u>17682.36</u>
Less Insurance Premium Rebate	\$ <u>.00</u>
Less Escrow Credit	\$ <u>.00</u>
<b>TOTAL</b>	\$ <u>20174.45</u>

(Plus expenses incurred after the date of this Notice)

To reinstate your Contract, you must pay by cash, cashier's check or money order all past due intallments, accrued late charges, plus other cost of retaking, storing and moving the home for sale, which amount is approximately \$ 1173.23 (plus amounts accrued after the date of this notice). You may not reinstate the Contract more than three (3) times in any twelve (12) month period.

The sale price might not cover your debt and expenses. If that happens, you will owe us the difference, as permitted by law.

If you have any questions about this, please call us.

GREEN TREE CONSUMER DISCOUNT COMPANY

By Paul C. McLaughlin GM  
Title: Inventory Control Manager

Z 250 645 797



**LEONARD  
TILLERY &  
SCIOLLA, LLP**  
ATTORNEYS AT LAW

John J. Leonard  
M. Kelly Tillery \*\*  
Gregory E. Sciollo \*<sup>1</sup>  
Hugh J. Hutchison  
Keith N. Leonard \*  
Michael V. Tinari \*  
Heather E. Rosen \*  
Gregory C. DiCarlo \*  
Lisa A. Lori \*  
Jeffrey R. Brenner\*  
Heidi E. Anderson\*

\* Also admitted in New Jersey  
\* Also admitted in New York  
\*\* Proctor in Admiralty

1515 Market Street  
Suite 1800  
Philadelphia, Pennsylvania 19102  
(215) 567-1530  
Fax: (215) 564-4611

Moorestown, New Jersey  
(856) 273-6679  
Northeast Philadelphia  
(215) 338-7444

[www.leonardtillery.com](http://www.leonardtillery.com)

November 7, 2000

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830

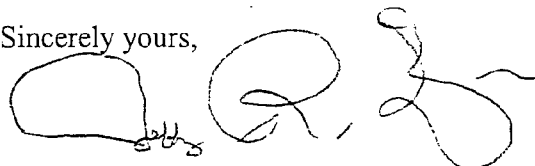
**Re: Conseco Finance Consumer Discount Company vs. Kenneth Sr. and Vida Bloom**  
**Conseco Finance Account No. 73320955**  
**CCP, Clearfield County, Pa., August Term, No: 981**  
**Our File # 2661-25**

Dear Mr. Bloom:

According to my file, your responses to the Interrogatories and Request for Production of Documents of Conseco Finance Consumer Discount Company ("Conseco") in the above action are now overdue. Since the Requests for Admissions were likewise not answered, you are now deemed to have admitted the averments set forth in the Requests for Admissions pursuant to Pa.R.Civ.P. 4014. Interrogatories and Request for Production of Documents (as well as the Request for Admissions) were served on you on October 5, 2000. To date, I have not received any responses from you to those discovery requests pursuant to the Pennsylvania Rules of Civil Procedure.

Kindly provide me with your responses to Conseco's Interrogatories and Request for Production of Documents so that I do not have to take further action to compel your discovery responses.

Sincerely yours,



Jeffrey R. Brenner

JRB:paw

7. Pursuant to the terms of the Contract, Family Mobile Homes, Inc. assigned the Contract to Conseco on or about August 12, 1996.

8. The amount of \$20,801.00 is the principal sum of the Loan from Conseco to the Defendants.

9. The Contract identifies the sum of \$20,801.00 as the amount financed or the amount of credit provided to the Defendants with respect to the Mobile Home owned by the Defendants.

10. Conseco loaned the Defendants the principal sum of \$20,801.00 on or about August 12, 1996.

11. January 15, 1999 was a date when a payment was due from the Defendants under the Contract.

12. The Defendants did not make a payment to Conseco on the Contract within thirty (30) days of that due date under the Contract.

13. The failure of the Defendants to make a payment by the due date or within thirty (30) days of the due date for the payment under the terms of the Contract is a default pursuant to the terms of the Contract.

14. The Defendants have not made any of the payments due to Conseco on the Contract since January 15, 1999.

15. Among the terms of the Contract is a provision regarding repossession upon default that states in part as follows: "You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference."

16. "T" as defined in the Contract, is the Buyer(s).

17. "You" as defined in the Contract, is the Seller and also the Assignee.

18. As described in the Contract, the Defendants are the Buyer.

19. As described in the Contract, Family Mobile Homes, Inc. is the Seller.

20. As described in the Contract, Conseco is the Assignee.

21. You received two letters from Conseco on or about April 19, 1999, notifying You of the repossession of the Mobile Home, and notifying You of Your opportunity to redeem the repossessed Mobile Home from Conseco and that if You did

not redeem the Mobile Home, said Mobile Home was to be sold by private sale sometime after fifteen (15) days from the date of such notice.

22. The genuineness, authenticity, correctness, delivery and receipt by the Defendants of an original or true and complete copy of the April 19, 1999 letters from Conseco; a true, correct and complete copy of each letter is attached hereto as Exhibit "B" and is incorporated herein by reference.

23. You did not object in writing to the April 19, 1999 letter from Conseco.

24. There are no facts upon which You intend to rely as evidence of, or as a basis for, any defense to Your failure to make all of the payments due to Conseco that have come due on the Contract since January 15, 1999.

25. There are no documents of any sort supporting or evidencing the fact that You are not in default under the Contract.

26. There are no documents of any sort supporting Your allegation that You do not feel that You owe Conseco anything under the Contract.

27. There are no documents of any sort supporting or evidencing the fact that Conseco has not fully and satisfactorily conformed to, complied with and performed the terms and conditions of the Contract required of Conseco under the Contract.

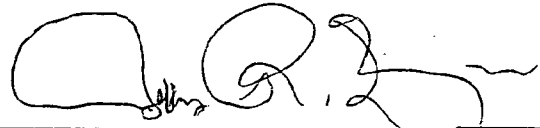
28. There are no documents of any sort supporting or evidencing the fact that Conseco's repossession of the Mobile Home ended any contractual relationship between Conseco and You.

29. There are no documents of any sort supporting or evidencing the fact that You have disputed your obligations to Conseco under the Contract at any time prior to the commencement of the instant action by Conseco.

30. There are no documents of any sort upon which You intend to utilize as evidence of or as a basis for any defense to Conseco's claims averred in the Complaint in this action.

**LEONARD, TILLERY & SCIOLLA, LLP**

BY:

A handwritten signature in dark ink, appearing to read "Jeffrey R. Brenner", is written over a horizontal line.

JEFFREY R. BRENNER, ESQUIRE  
Attorneys for Plaintiff, Conseco Finance  
Consumer Discount Company

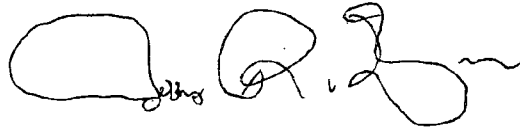
DATED: October 5, 2000

**CERTIFICATION OF SERVICE**

I, Jeffrey R. Brenner, Esquire, hereby certify that I caused the attached Plaintiff's Requests For Admissions Addressed to Defendant, Kenneth L. Bloom, Sr., to be served by mailing same by first class mail, postage pre-paid, on October 5, 2000, to each of the parties identified below at the addresses following their respective names:

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

A handwritten signature in black ink, appearing to read 'Jeffrey R. Brenner', is written over a horizontal line.

Jeffrey R. Brenner, Esquire

Dated: October 5, 2000

39

A



ALL-STATE® LEGAL 800-222-0510 EDS11 RECYCLED

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT  
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**

 Date August 12, 1996

BLOOM, VIDA E.

BUYER: BLOOM SR, KENNETH L., LOT #10 BOOVERS, HRR, HYDE, PA 16843

SELLER: FAMILY MOBILE HOMES, INC., 1683 E PLEASANT VALLEY BLVD, ALTOONA, PA 16602

ASSIGNEE: GREEN TREE CONSUMER DISCOUNT CO., 105 BRADFORD RD, BLDG III, SUITE 200, WEXFORD, PA 15090

**FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES**

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of \$ 3000.00 )
12.00 %	\$ 24136.00	\$ 20801.00	\$ 44937.00	\$ 47937.00

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
180	249.65	Monthly beginning September 15, 1996

SECURITY: I am giving a security interest in:

☒ The goods or property being purchased. Real property located at \_\_\_\_\_

 FILING FEES: \$ 20.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 2.00 %  
of the payment, whichever is LESS

PREPAYMENT: If I pay off early, I will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.

See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

**ITEMIZATION OF THE AMOUNT FINANCED**

Cash Sale Price (including Taxes of)	\$ .00	\$ 22706.00
Gross Trade-in	\$ .00	
Less Amount Owed on Trade-in	\$ .00	
Net Trade-in	\$ .00	
Description: Make Year 0000 Size 00 X 00		
Cash Down Payment	\$ 3000.00	
Total Down Payment	- \$ 3000.00	
Unpaid Balance of Cash Sale Price (1 - 4)	+ \$ 19706.00	
Paid to Public Officials	+ \$ 20.00	
Paid to Insurance Companies	+ \$ 1075.00	
Paid to Appraiser	+ \$ .00	
a. Paid to	+ \$ .00	
b. Paid to	+ \$ .00	
c. Paid to	+ \$ .00	
d. Paid to	+ \$ .00	
e. Paid to	+ \$ .00	
f. Paid to	+ \$ .00	
g. Paid to	+ \$ .00	
h. Principal Balance (5 + 6 + 7 + 8 + 9 a.-g.)	+ \$ 20801.00	
Prepaid Finance Charges	- \$ .00	
i. Amount Financed (10 - 11)	\$ 20801.00	

**PHYSICAL DAMAGE INSURANCE**

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$ 1075.00 for insurance protection for a term of 05 years.

☒ Comprehensive (\$ 250.00 deductible)

☒ Flood

☒ Liability

☐ Other

☐ Vendor's Single Interest

**OPTIONAL CREDIT LIFE  
AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 00 years.

☐ Single Credit Life Insurance \$ .00

☐ Joint Credit Life Insurance \$ .00

☐ Single Credit Disability Insurance \$ .00

Total \$ .00

☒ Signature of Buyer(s) Insured

Date

**CONTRACT AND SECURITY AGREEMENT**

DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is signed by Seller). "Manufactured Home" means the manufactured home and any other property described below and on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

W OR SED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
N	1997 SKYLINE	LIMITED EDITION	2N11-0350J	14 X 64

Stove

Refrg.

Washer

Dryer

Air Conditioner

X Wheels/Axles

Other

Describe SKIDSTEER DECK

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.
3. **SECURITY INTEREST:** I give you a security interest in the Manufactured Home and any property added to it or attached. The purpose for giving this security interest is to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. Only the counterpart labeled "original" may create a security interest in chattel paper according to the Uniform Commercial Code definition in effect in Pennsylvania.
4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.
5. **PREPAYMENT: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.**

6. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 12.00 % per annum until paid in full. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

7. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

8. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

9. **INSURANCE:** I will keep this Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligation; under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

10. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) **Acceleration:** You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) **Repossession:** You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

11. **CURE OF DEFAULT:** I may cure a default at any time before title to the Manufactured Home is transferred from me, which will be at least 45 days after receipt of the notice of default. To cure the default, I must pay

- (a) all amounts which would have been due in the absence of default and acceleration,
- (b) reasonable attorney's fees plus court costs and actual out-of-pocket expenses as further defined in paragraph 12,
- (c) any late charges that are due,
- (d) reasonable costs which are actually incurred for detaching and transporting the Manufactured Home to the site of sale,
- (e) perform any other obligations under default.

I must also perform any other obligation I would have had to perform in the absence of default. I have the right to cure a default up to three (3) times in any calendar year.

12. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

13. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

14. **MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

Plaintiff or such other place as may be agreed upon or prescribed by applicable rules of court. These documents and/or items are to be identified and produced and photographs identified and reproduced for inspection and photocopying. These Requests are continuing in character so as to require you to serve supplemental answers and produce further documents if you obtain further or different documents prior to trial, as required by the Pennsylvania Rules of Civil Procedure.

### **DEFINITIONS**

1. "Communicate", "communication", "communications", "notice", "notification" and/or "notify" (and either the singular or plural and any tense of any such word) mean any oral or written transmittal of information, or request for information, or request for information made by one person to another person, whether made in person, by telephone or by another means or made only for the purpose of recording an idea, statement, or belief. Such terms shall also mean all statements, admissions, denials, inquiries, discussions, conversations, letters, correspondence, notes, telegrams, telexes, advertisements, or any other form of written or verbal intercourse.

2. "Describe", "State" or "Explain" means to particularize as to time, place and manner and to describe by reference to the underlying facts and to set forth fully and unambiguously every fact relevant to the answer called for by the Requests for Production of Documents of which you have any knowledge, information or belief, rather than just by ultimate facts or conclusions of fact or law.

3. "Document" shall mean, without limitation, all written or printed matter of any kind, photographs or drawings, notes and recordings, or any kind of oral and/or written communications, including the originals and all non-identical copies and all drafts of such matter, whether different by reason of any notation made on such copies or otherwise (including without limitation, correspondence, memoranda, notes, diaries, appointment records, visitor logs or records, statistics, letters, telegrams, minutes, agenda, contracts, reports, surveys, periodicals, newspapers, pamphlets, prospectuses, inter-office and intra-office communications, notations, bulletins, computer printouts, invoices, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or manual records or representations of any kind (including without limitation, photographs, drawings, diagrams, blueprints, charts, microfiche, microfilm, videotape, record, motion pictures, computer discs), and electronic, mechanical or electric records or representations of any kind (including without limitation, tapes, cassettes, discs and recordings), together with attachments and annotations thereto.

4. "Identify" in reference to any natural person means: state his or her full name, all known aliases, present or last known business and home addresses, and present or last-known position and business affiliation at the time or times in question.

5. The term "identify", when used with respect to any other person, means to give the person's official, legal and formal name and/or the name under which the person acts or conducts business; the address of the person's place of business, profession, commerce or home; and the identity of the person's principal or chief executive officer or person who occupies the position most closely analogous to a chief executive.

6. "Identify" in reference to any documents or written communication means: state the date, title, type (e.g., memorandum, letter), number of pages, identity of each author and addressee, if any, and the substance thereof, to identify its last known custodian and location; to state the exhibit number of the document if it has been marked during the course of a court proceeding and with respect to any payments, the date, check number, amount, and the name of the drawer. In the event that it is claimed that any pertinent document is privileged, each privileged writing should be fully identified, except that the substance thereof need not be described to the extent that it is claimed to constitute privileged matter.

7. "Identify" in reference to an oral communication means: identify each person participating therein, state the date and place thereof, state the substance of what each person said, identify each document prepared for or received for, during or after the communication referred to the matter therein discussed.

8. "Person" means any natural person, corporation, partnership, firm, trust, group, association or other organization, group of natural persons or other entity of any nature whatsoever and all present and former officers, directors, agents, employees, attorneys and others acting or purporting to act on behalf of such natural person, partnership, corporation or other entity and where appropriate, the use of the singular includes the plural and the use of the plural includes the singular.

9. "Relating to" or "relate(s) to" means constitutes, refers to, relates to, concerns, reflects or any manner of describing the subject matter of the request, whether directly or indirectly.

10. "You", "Your" and/or "Bloom" means not only Defendant, Kenneth L. Bloom, Sr., but also said Defendant's heirs, personal representatives, agents, employees, representatives, attorneys and all other persons and entities acting on behalf of said Defendant.

11. "Defendants" means not only Defendant, Kenneth L. Bloom, Sr., and Defendant, Vida E. Bloom, collectively and individually, but also said Defendants' heirs, personal representatives, agents, employees, representatives, attorneys and all other persons and entities acting on behalf of said Defendants.

12. "Conseco" and/or "Plaintiff" means Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company.

13. "Complaint" means Plaintiff's Complaint filed in the above-captioned civil action, including any amended complaint.

14. "Answer" means Bloom's Answer filed in response to Plaintiff's Complaint, including any affirmative defenses and other allegations averred by Bloom in the Answer.

15. The "Mobile Home" and/or the "Manufactured Home" means the 1997 Skyline Mobile Home, Limited Edition Model, having Serial Number/Vehicle Identification Number 2N11-0350J.

16. The "Contract" and/or "Security Agreement" means the Manufactured Home Retail Installment Contract and Security Agreement against the Mobile Home, dated August 12, 1996, between the Defendants and Conseco.

17. The words "act" and "action" (or the plurals thereof) as used herein includes acts of every kind and description.

18. The conjunctions "and" and "or" as used herein shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of any interrogatory.

19. The word "date" as used herein means the exact day, month and year, if ascertainable, or if not, your best approximation thereof.

20. As used herein, any reference to any corporate entity shall be deemed to include that corporate entity or any predecessor, successor or affiliated corporate entity.

21. As used herein, the term "advice" shall mean any demand, suggestion, opinion, indication or requirement that any person(s), partnership, corporation, or other entity take any act or refrain from taking any action.

22. The terms "identify" or "describe" as used herein in connection with the term "advice" means:

- (a) state and date and place the advice was given;
- (b) state to whom the advice was given, by whom the advice was given and all persons present when the advice was given;
- (c) the substance of the advice, recalling the exact words to the extent possible;
- (d) if the advice was wholly or partly comprised of oral communications, or resulted in any oral communications, identify all such communications;
- (e) if the advice was wholly or partly written or reduced in writing, or

resulted in the production of any written documents, identify all such documents or documents where said advice was written or in which said advice was reduced to writing.

23. The term "agreement" as used herein shall be construed to have their broadest meaning. The term "identify" as used herein in connection with an "agreement" means:

- (a) if the agreement is claimed to have been express and in writing, so state; and
  - (1) identify the documents alleged to comprise the agreement;
  - (2) identify the persons who were parties to the agreement, and in the case of a person or persons other than an individual, furnish the name and address of the individual purporting to act for such person or persons; and
  - (3) set forth the subject matter of the agreement.
- (b) if the agreement is claimed to have been express or oral, so state, and
  - (1) furnish the date and place of each conversation comprising the agreement;
  - (2) furnish the name and address of the individuals engaging in each conversation, the date and place of which is furnished in the answer to (1) hereof;
  - (3) identify the person for whom each individual listed in (2) hereof is alleged to have acted; and
  - (4) set forth the substance of the agreement.
- (c) if the agreement is claimed to have been express and partly in writing and partly oral, so state; and
  - (1) as to the written part, furnish the information requested in 23(a) hereof; and
  - (2) as to the oral part, furnish the information requested in 23(b) hereof;
- (d) if the agreement is claimed to be implied from acts, so state; and
  - (1) identify each act giving rise to the influence of an implied agreement.
- (e) if the agreement is claimed partly to be implied from acts and partly to have been in writing, so state; and
  - (1) as to the implied part, furnish the information requested in 23(d) hereof; and
  - (2) as to the written part, furnish the information requested in 23(a) hereof.
- (f) if the agreement is claimed partly to be implied from acts and partly to have been oral, so state; and
  - (1) as to the implied part, furnish the information requested in 23(b) hereof.
  - (2) as to the oral part, furnish the information requested in 23(b) hereof.
- (g) if the agreement is claimed partly to have been implied from acts, partly to have been in writing, and partly to have been oral, so state; and
  - (1) as to the implied part, furnish the information requested in 23(d) hereof;

(2) as to the written part, furnish the information requested in 23(b) hereof; and  
(3) as to the oral part, furnish the information requested in 23(b) hereof.

24. As used herein, "state the basis", "state the manner" or "state with particularity" means to describe fully all of the facts which you believe support your position or contention, to identify each factor considered by you when arriving at such position or contention, and to state why each such factor was (or was not) relied upon by you in arriving at such position or contention.

25. As used herein, the term "employee" shall include an agent, director, officer, or any person whom performs services for remuneration for any person, partnership or corporation.

26. As used herein, "including" is defined to mean "including but not limited to."

27. "Relevant" or "relevant time period" means the period from the date you first became involved in the transaction at issue to the date these Requests for Production of Documents are answered.

28. As used herein, the term "transaction" means the action, business deal, incident, loan, financing, or activity at issue in the Complaint from the day you first became aware of the transaction until your involvement terminated.

29. "Loan" means the financing provided by Consecro to the Defendants in the principal sum of \$20,801.00 with respect to the Mobile Home, as represented and documented by the Contract, among other instruments and documents.

#### **RULES OF CONSTRUCTION**

In construing these Requests For Production of Documents:

A. The singular shall include the plural and the plural shall include the singular.

B. A masculine, feminine or neuter pronoun shall not exclude the other genders.

C. The past tense includes the present tense where the meaning is not distorted by a change of time.

D. "Or" shall be construed either conjunctively or disjunctively to bring within the scope of these Requests for Production of Documents any information which might otherwise be construed outside their scope.

## DIRECTIONS

1. If any documents requested or which you assert support or are incorporated into your responses to these Requests For Production of Documents were at one time in existence, but are no longer in existence, identify for each such document:

- (a) the type of document;
- (b) the date upon which it ceased to exist;
- (c) the circumstances under which it ceased to exist;
- (d) the identity of all persons having knowledge of the circumstances under which the document ceased to exist; and
- (e) the identity of all persons having knowledge of the contents thereof.

2. If any document required to be produced by these Requests For Production of Documents is claimed by you to not be discoverable because it is privileged or for any other reason, then identify for each such document:

- (a) the date, sender, recipient, persons to whom copies were sent or furnished and subject matter of the document; and
- (b) the basis for the claim of privilege or other reason for nondisclosure.

3. Whenever a date, amount or other computation or figure is requested, the exact date, amount or other computation or figure is to be given unless it is not known, and then the approximate date, amount or other computation or figure should be given, or the best estimate thereof, and the answer shall disclose and state that the date, amount or other computation or figure is an estimate or approximation.

4. In answering these Requests For Production of Documents, you shall furnish all information available to you at the time of answering, including information in the possession of your representatives, agents or attorneys. You shall supplement your answers whenever necessary in accordance with the Pennsylvania Rules of Civil Procedure.

5. Each Request For Production of Documents shall be answered separately and as completely as possible. The fact that investigation is continuing or that discovery is not complete is not an excuse for failure to answer each Request For Production as fully as possible. If you are unable to answer a Request For Production after you have attempted to obtain the information, answer to the extent possible. State what information you have concerning the unanswered portion, specify why you are unable to answer the remainder, and specify how you attempted to obtain the unknown information.

6. No answer is to be left blank. If the answer to a Request For Production or any subparagraph or part of a Request For Production is "none" or "unknown", such

statement must be written in the answer. If the answer to a Request For Production is that it is inapplicable to the answering party, "N/A" should be written in the answer.

7. If you contend that any information sought in these Requests For Production is exempt from discovery because it was prepared in anticipation of litigation or in preparation for trial, or it is so exempted by any privilege or protection, you are to provide the following information in each such instance, in lieu of setting forth the information sought by the Request For Production to the extent so exempted:

- (a) the privilege or protection that you contend applies;
- (b) every fact upon which you rely in support of your contention that the privilege or protection applies;
- (c) the form in which the information is contained;
- (d) the subject matter of the information that you contend is privileged or protected from discovery; and
- (e) if any form of privilege or other protection from disclosure is claimed as a ground for withholding responsive information contained in a document, set forth with the respect to the document, the date, title, identity of the author, subject matter (without revealing the information for which privilege is claimed, and all facts or bases on which you claim the privilege. The claim should contain such specificity as to permit the court to make a full determination of its validity.

#### **TIME PERIOD**

Except as otherwise specified, these Requests For Production of Documents cover any documents prepared or bearing a date from January 1, 1996 to the present responsive to the specific Interrogatories set forth below.

#### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

Identify and produce any and all documents or communications in your possession or control and identify any and all documents or communications of which you have knowledge but do not have possession or control, relating directly or indirectly to each of the following document requests:

1. Any and all documents containing the names and home and business addresses of all individuals contacted as potential witnesses, expert or otherwise, who will testify for You at trial.

2. Any documents identified, considered, reviewed or used by You in responding to any of Consecos Requests for Admissions Addressed to Defendant, Kenneth L. Bloom, Sr., or used or relied upon by said Defendant in preparing his answers to Consecos Requests for Admissions.

3. Any report or other document prepared by any expert witness retained, employed or contacted by You in anticipation of litigation or preparation for trial of this action, including but not limited to, all drafts of such reports as well as the final report, and regardless of whether such witness is expected to be called as an expert witness at trial or not.

4. All written statements by any witness relating to the defenses alleged in Your Answer or to any rebuttal to the averments contained in Consecos Complaint, whether the statement was signed, approved or otherwise adopted by the person making it or not.

5. All stenographic, mechanical, electrical or other recording or a transcript thereof by a witness relating to the claims and defenses alleged in Your Answer or to any rebuttal to the averments contained in Consecos Complaint, which reproductions are a substantially verbatim recital of an oral statement by the person making it.

6. Any documents, writings, letters or records or papers of any sort upon which You intend to utilize as evidence of, or a basis for, any defenses or claims alleged by You in Your Answer or the pleadings of any of the other Defendants in this action or in rebuttal to the averments contained in Consecos Complaint.

7. Any and all documents or other writings, including without limitation cancelled checks, money orders, receipts or credit memos, evidencing payments the

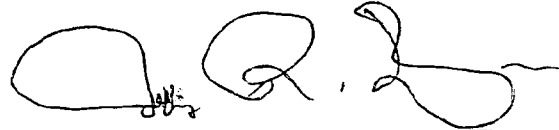
Defendants or any other persons have made to Conseco (or to any other party you allege has been entitled to receive such payments) on the Contract since the Defendants executed the Contract on or about August 12, 1996.

8. Any and all documents identified, considered or used by You to support the denials and/or defenses, if any, You make in Your Answer in response to the averments of Conseco's Complaint.

9. Any documents identified, considered, reviewed or used by You in responding to any of Conseco's Interrogatories Addressed to Defendant, Kenneth L. Bloom, Sr., or used or relied upon by said Defendant in preparing his answers to said Interrogatories.

**LEONARD, TILLERY & SCIOLLA, LLP**

BY:

A handwritten signature in black ink, appearing to read "Jeffrey R. Brenner", is written over a horizontal line.

JEFFREY R. BRENNER, ESQUIRE  
Attorneys for Plaintiff, Conseco Finance  
Consumer Discount Company

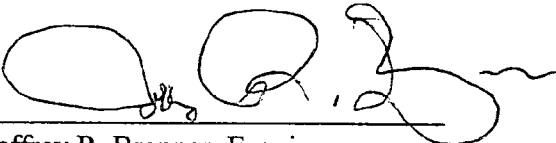
DATED: October 5, 2000

**CERTIFICATION OF SERVICE**

I, Jeffrey R. Brenner, Esquire, hereby certify that I caused the attached Plaintiff's Requests For Production of Documents Addressed to Defendant, Kenneth L. Bloom, Sr., to be served by mailing same by first class mail, postage pre-paid, on October 5, 2000, to each of the parties identified below at the addresses following their respective names:

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

  
\_\_\_\_\_  
Jeffrey R. Brenner, Esquire

Dated: October 5, 2000



LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company**

Plaintiff

vs.

**Kenneth L. Bloom, Sr., and  
Vida E. Bloom**

Defendants.

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: NO. 00 - 981 - CD  
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:  
: CIVIL ACTION  
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:

**PLAINTIFF'S REQUESTS FOR ADMISSIONS  
ADDRESSED TO DEFENDANT, KENNETH L. BLOOM, SR.**

TO: Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

You are requested to admit, for the purpose of this action only, pursuant to Rule 4014 of the Pennsylvania Rules of Civil Procedure, the truth of the following facts within thirty (30) days of the date of service upon you. You are hereby notified to serve a copy of your written responses to the enclosed Requests for Admissions in the manner prescribed by the Pennsylvania Rules of Civil Procedure on counsel for Plaintiff, Conseco Finance Consumer Discount Company, and counsel for any other parties in this

civil action within thirty (30) days from service hereof, or such requests will be deemed admitted.

### **DEFINITIONS**

1. "Communicate", "communication", "communications", "notice", "notification" and/or "notify" (and either the singular or plural and any tense of any such word) mean any oral or written transmittal of information, or request for information, or request for information made by one person to another person, whether made in person, by telephone or by another means or made only for the purpose of recording an idea, statement, or belief. Such terms shall also mean all statements, admissions, denials, inquiries, discussions, conversations, letters, correspondence, notes, telegrams, telexes, advertisements, or any other form of written or verbal intercourse.

2. "Describe", "State" or "Explain" means to particularize as to time, place and manner and to describe by reference to the underlying facts and to set forth fully and unambiguously every fact relevant to the answer called for by the Requests for Admissions of which you have any knowledge, information or belief, rather than just by ultimate facts or conclusions of fact or law.

3. "Document" shall mean, without limitation, all written or printed matter of any kind, photographs or drawings, notes and recordings, or any kind of oral and/or written communications, including the originals and all non-identical copies and all drafts of such matter, whether different by reason of any notation made on such copies or otherwise (including without limitation, correspondence, memoranda, notes, diaries, appointment records, visitor logs or records, statistics, letters, telegrams, minutes, agenda, contracts, reports, surveys, periodicals, newspapers, pamphlets, prospectuses, inter-office and intra-office communications, notations, bulletins, computer printouts, invoices, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or manual records or representations of any kind (including without limitation, photographs, drawings, diagrams, blueprints, charts, microfiche, microfilm, videotape, record, motion pictures, computer discs), and electronic, mechanical or electric records or representations of any kind (including without limitation, tapes, cassettes, discs and recordings), together with attachments and annotations thereto.

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5. The term "identify", when used with respect to any other person, means to give the person's official, legal and formal name and/or the name under which the person acts or conducts business; the address of the person's place of business, profession, commerce or home; and the identity of the person's principal or chief executive officer or person who occupies the position most closely analogous to a chief executive.

6. "Identify" in reference to any documents or written communication means: state the date, title, type (e.g., memorandum, letter), number of pages, identity of each author and addressee, if any, and the substance thereof, to identify its last known custodian and location; to state the exhibit number of the document if it has been marked during the course of a court proceeding and with respect to any payments, the date, check number, amount, and the name of the drawer. In the event that it is claimed that any pertinent document is privileged, each privileged writing should be fully identified, except that the substance thereof need not be described to the extent that it is claimed to constitute privileged matter.

7. "Identify" in reference to an oral communication means: identify each person participating therein, state the date and place thereof, state the substance of what each person said, identify each document prepared for or received for, during or after the communication referred to the matter therein discussed.

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9. "Relating to" or "relate(s) to" means constitutes, refers to, relates to, concerns, reflects or any manner of describing the subject matter of the request, whether directly or indirectly.

10. "You", "Your" and/or "Bloom" means not only Defendant, Kenneth L. Bloom, Sr., but also said Defendant's heirs, personal representatives, agents, employees, representatives, attorneys and all other persons and entities acting on behalf of said Defendant.

11. "Defendants" means not only Defendant, Kenneth L. Bloom, Sr., and Defendant, Vida E. Bloom, collectively and individually, but also said Defendants' heirs, personal representatives, agents, employees, representatives, attorneys and all other persons and entities acting on behalf of said Defendants.

12. "Conseco" and/or "Plaintiff" means Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company.

13. "Complaint" means Plaintiff's Complaint filed in the above-captioned civil action, including any amended complaint.

14. "Answer" means Bloom's Answer filed in response to Plaintiff's Complaint, including any affirmative defenses and other allegations averred by Bloom in the Answer.

15. The "Mobile Home" and/or the "Manufactured Home" means the 1997 Skyline Mobile Home, Limited Edition Model, having Serial Number/Vehicle Identification Number 2N11-0350J.

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17. The words "act" and "action" (or the plurals thereof) as used herein includes acts of every kind and description.

18. The conjunctions "and" and "or" as used herein shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of any interrogatory.

19. The word "date" as used herein means the exact day, month and year, if ascertainable, or if not, your best approximation thereof.

20. As used herein, any reference to any corporate entity shall be deemed to include that corporate entity or any predecessor, successor or affiliated corporate entity.

21. As used herein, the term "advice" shall mean any demand, suggestion, opinion, indication or requirement that any person(s), partnership, corporation, or other entity take any act or refrain from taking any action.

22. The terms "identify" or "describe" as used herein in connection with the term "advice" means:

- (a) state and date and place the advice was given;
- (b) state to whom the advice was given, by whom the advice was given and all persons present when the advice was given;
- (c) the substance of the advice, recalling the exact words to the extent possible;
- (d) if the advice was wholly or partly comprised of oral communications, or resulted in any oral communications, identify all such communications;
- (e) if the advice was wholly or partly written or reduced in writing, or resulted in the production of any written documents, identify all such documents or documents where said advice was written or in which said advice was reduced to writing.

23. The term "agreement" as used herein shall be construed to have their broadest meaning. The term "identify" as used herein in connection with an "agreement" means:

- (a) if the agreement is claimed to have been express and in writing, so state; and
  - (1) identify the documents alleged to comprise the agreement;
  - (2) identify the persons who were parties to the agreement, and

in the case of a person or persons other than an individual, furnish the name and address of the individual purporting to act for such person or persons; and

- (3) set forth the subject matter of the agreement.
- (b) if the agreement is claimed to have been express or oral, so state, and
  - (1) furnish the date and place of each conversation comprising the agreement;
  - (2) furnish the name and address of the individuals engaging in each conversation, the date and place of which is furnished in the answer to (1) hereof;
  - (3) identify the person for whom each individual listed in (2) hereof is alleged to have acted; and
  - (4) set forth the substance of the agreement.
- (c) if the agreement is claimed to have been express and partly in writing and partly oral, so state; and
  - (1) as to the written part, furnish the information requested in 23(a) hereof; and
  - (2) as to the oral part, furnish the information requested in 23(b) hereof;
- (d) if the agreement is claimed to be implied from acts, so state; and
  - (1) identify each act giving rise to the influence of an implied agreement.
- (e) if the agreement is claimed partly to be implied from acts and partly to have been in writing, so state; and
  - (1) as to the implied part, furnish the information requested in 23(d) hereof; and
  - (2) as to the written part, furnish the information requested in 23(a) hereof.
- (f) if the agreement is claimed partly to be implied from acts and partly to have been oral, so state; and
  - (1) as to the implied part, furnish the information requested in 23(b) hereof.
  - (2) as to the oral part, furnish the information requested in 23(b) hereof.
- (g) if the agreement is claimed partly to have been implied from acts, partly to have been in writing, and partly to have been oral, so state; and
  - (1) as to the implied part, furnish the information requested in 23(d) hereof;
  - (2) as to the written part, furnish the information requested in 23(b) hereof; and
  - (3) as to the oral part, furnish the information requested in 23(b) hereof.

24. As used herein, "state the basis", "state the manner" or "state with particularity" means to describe fully all of the facts which you believe support your position or contention, to identify each factor considered by you when arriving at such position or contention, and to state why each such factor was (or was not) relied upon by you in arriving at such position or contention.

25. As used herein, the term "employee" shall include an agent, director, officer, or any person whom performs services for remuneration for any person, partnership or corporation.

26. As used herein, "including" is defined to mean "including but not limited to."

27. "Relevant" or "relevant time period" means the period from the date you first became involved in the transaction at issue to the date these Requests For Admissions are answered.

28. As used herein, the term "transaction" means the action, business deal, incident, loan, financing, or activity at issue in the Complaint from the day you first became aware of the transaction until your involvement terminated.

29. "Loan" means the financing provided by Conseco to the Defendants in the principal sum of \$20,801.00 with respect to the Mobile Home, as represented and documented by the Contract, among other instruments and documents.

#### **RULES OF CONSTRUCTION**

In construing these Requests For Admissions:

A. The singular shall include the plural and the plural shall include the singular.

B. A masculine, feminine or neuter pronoun shall not exclude the other genders.

C. The past tense includes the present tense where the meaning is not distorted by a change of time.

D. "Or" shall be construed either conjunctively or disjunctively to bring within the scope of these Requests for Admissions any information which might otherwise be construed outside their scope.

#### **DIRECTIONS**

1. If any documents requested or which you assert support or are incorporated into your responses to these Requests For Admissions were at one time in existence, but are no longer in existence, identify for each such document:

- (a) the type of document;
- (b) the date upon which it ceased to exist;
- (c) the circumstances under which it ceased to exist;

(d) the identity of all persons having knowledge of the circumstances under which the document ceased to exist; and

(e) the identity of all persons having knowledge of the contents thereof.

2. If any document required to be produced by these Requests For Admissions is claimed by you to not be discoverable because it is privileged or for any other reason, then identify for each such document:

(a) the date, sender, recipient, persons to whom copies were sent or furnished and subject matter of the document; and

(b) the basis for the claim of privilege or other reason for nondisclosure.

3. Whenever a date, amount or other computation or figure is requested, the exact date, amount or other computation or figure is to be given unless it is not known, and then the approximate date, amount or other computation or figure should be given, or the best estimate thereof, and the answer shall disclose and state that the date, amount or other computation or figure is an estimate or approximation.

4. In answering these Requests For Admissions, you shall furnish all information available to you at the time of answering, including information in the possession of your representatives, agents or attorneys. You shall supplement your answers whenever necessary in accordance with the Pennsylvania Rules of Civil Procedure.

5. Each Request For Admission shall be answered separately and as completely as possible. The fact that investigation is continuing or that discovery is not complete is not an excuse for failure to answer each Request For Admission as fully as possible. If you are unable to answer a Request For Admission after you have attempted to obtain the information, answer to the extent possible. State what information you have concerning the unanswered portion, specify why you are unable to answer the remainder, and specify how you attempted to obtain the unknown information.

6. No answer is to be left blank. If the answer to a Request For Admission or any subparagraph or part of a Request For Admission is "none" or "unknown", such statement must be written in the answer. If the answer to a Request For Admission is that it is inapplicable to the answering party, "N/A" should be written in the answer.

7. If you contend that any information sought in these Requests For Admissions is exempt from discovery because it was prepared in anticipation of litigation or in preparation for trial, or it is so exempted by any privilege or protection, you are to provide the following information in each such instance, in lieu of setting forth the information sought by the Request For Admission to the extent so exempted:

(a) the privilege or protection that you contend applies;

(b) every fact upon which you rely in support of your contention that the privilege or protection applies;

(c) the form in which the information is contained;

(d) the subject matter of the information that you contend is privileged or protected from discovery; and

(e) if any form of privilege or other protection from disclosure is claimed as a ground for withholding responsive information contained in a document, set forth with the respect to the document, the date, title, identity of the author, subject matter (without revealing the information for which privilege is claimed, and all facts or bases on which you claim the privilege. The claim should contain such specificity as to permit the court to make a full determination of its validity.

### **TIME PERIOD**

Except as otherwise specified, these Requests For Admissions cover any documents prepared or bearing a date from January 1, 1996 to the present responsive to the specific Interrogatories set forth below.

### **REQUESTS FOR ADMISSIONS**

You are requested to admit, for the purpose of this action only, pursuant to Rule 4014 of the Pennsylvania Rules of Civil Procedure, the truth of the following facts within thirty (30) days of the date of service upon you.

1. Each of the documents attached to these Requests for Admissions is a genuine original document or a true, correct and complete copy thereof.

2. The genuineness, authenticity, correctness, delivery and receipt by Bloom of an original or true and complete copy of the Manufactured Home Retail Installment Contract and Security Agreement at issue between the Defendants and Conseco; a true, correct and complete copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference.

3. The Defendants executed the original of the Contract or it was executed by someone else on their behalf and with their prior knowledge, authority and consent.

4. The signature of Kenneth L. Bloom, Sr., appearing on the Contract, is his signature or was signed on his behalf with his prior knowledge, authority and consent.

5. The Mobile Home was purchased by the Defendants from Family Mobile Homes, Inc.

6. The purchase of the Mobile Home by the Defendants occurred on or about August 12, 1996.

LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

<b>Conseco Finance Consumer</b>	:
<b>Discount Company f/k/a</b>	:
<b>Green Tree Consumer Discount Company</b>	:
	: NO. 00 - 981 - CD
Plaintiff	:
	:
vs.	: CIVIL ACTION
	:
<b>Kenneth L. Bloom, Sr., and</b>	:
<b>Vida E. Bloom</b>	:
	:
Defendants.	:

**PLAINTIFF'S REQUESTS FOR PRODUCTION OF DOCUMENTS  
ADDRESSED TO DEFENDANT, KENNETH L. BLOOM, SR.**

TO: Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

You are hereby requested to serve upon the undersigned counsel for Plaintiff, Conseco Finance Consumer Discount Company, full and complete Answers under oath to the following Requests for Production of Documents, and to identify and produce in accordance with Rules 4009.1 et seq. of the Pennsylvania Rules of Civil Procedure, the below listed original documents and/or items within thirty (30) days following the date of service of these Requests for Production of Documents at the office of counsel for said



26. Do You contend that any admissions with regard to the issues in this lawsuit have been made by any party hereto or by any agent, servant or employee of any party thereof?

27. If the answer to the immediately preceding Interrogatory is in the affirmative (meaning yes), set forth the exact words, if known, and if not, the substance of each such admission, the name and address of the person making the admission, the name and address of all persons present when the admission was made. If the admission was reduced to writing, annex a copy hereto.

28. Identify all persons who will be called as fact witnesses at trial on Your behalf and state the areas or subject matter of their presently contemplated testimony.

29. Identify and describe the field of expertise of and state the expert qualifications of all experts retained by You or specially employed by You in anticipation of litigation or preparation for trial who are not expected to be called as witnesses at trial.

30. Identify by names and addresses all lay persons You intend to call at trial to offer testimony in the form of opinion and the substance of their contemplated opinion testimony.

31. Identify all persons not previously identified in the answer to these Interrogatories having knowledge of any facts supporting or relating to the allegations contained in an Answer of any of the Defendants to Consecro's Complaint.

32. Identify and describe in detail any demonstrative evidence that You will introduce or rely upon in support of the allegations contained in Your Answer to Conseco's Complaint.

33. Identify and cite any and all such appropriate statutes, rules, regulations or cases upon which You will rely upon in support of the allegations contained in Your Answer to Conseco's Complaint.

34. Have You taken or received any statements from any individual(s) identified in Your answers to these Interrogatories?

35. If the answer to the immediately preceding Interrogatory is in the affirmative, please state:

a. the name and address of the individual(s) that gave the statement;

b. whether each statement was verbal or written;

- c. describe in detail the contents of each statement or in lieu thereof, attach a copy of same to Your answers to these Interrogatories.

36. Set forth a detailed factual summary of any and all communications, whether verbal or written, which You had with any officer, director, shareholder or employee of Conseco regarding the transaction at issue and which You contend supports the claims and defenses alleged in Your Answer to the Complaint. In response to this Interrogatory, please identify each individual named in relation to the communication set forth and the date of each such communication. If any such communication is in writing, in lieu of setting forth the summary, You may attach a copy of the writing to Your answers to these Interrogatories.

37. Please identify and list each person known to You or to Your attorney who has personal knowledge of the transaction and the Loan involved in this lawsuit and, as to each, please state his/her name, address and the relationship, if any, to Bloom or to Conseco.

38. State all facts upon which You will rely, in a concise detailed statement, supporting each affirmative defense, if any, alleged in Your Answer to the Complaint.

39. With regard to the allegations contained in Your Answer to the Complaint, state with particularity:

- a. The amount of additional credits that You allege are due You.
- b. Whether You have ever requested that Consecos give You these additional credits.
- c. For each such request that You claim you made on Consecos, state:
  - i. Whether the request was oral or written.
  - ii. To whom at Consecos such request was made.
  - iii. When such request was made on Consecos.
  - iv. Consecos's response to such request.

v. If the records of any such request or of Consecro's response are in writing, You may attach a copy of such writing(s) to Your answers to these Interrogatories in lieu of answering questions i. Through iv. above as to that request or response.

40. Identify each person who has contributed or has been consulted with respect to the preparation of Your answers to these Interrogatories and, for each such person, identify each answer on which he or she was consulted or with respect to which he or she contributed.

41. Identify the source(s) of information You used in answering these Interrogatories where other than Your personal knowledge.

42. Prior to answering these Interrogatories, have You made a due and diligent search of Your books, records, papers and documents and a due and diligent inquiry of Your agents, with a view toward eliciting all information available in this action?

**LEONARD, TILLERY & SCIOLLA, LLP**

BY: 

JEFFREY R. BRENNER, ESQUIRE  
Attorneys for Plaintiff, Conseco Finance  
Consumer Discount Company

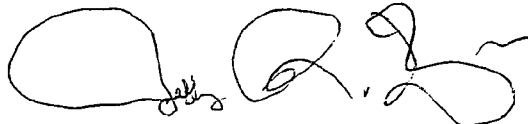
DATED: October 5, 2000

**CERTIFICATION OF SERVICE**

I, Jeffrey R. Brenner, Esquire, hereby certify that I caused the attached Plaintiff's Interrogatories Addressed to Defendant, Kenneth L. Bloom, Sr., to be served by mailing same by first class mail, postage pre-paid, on October 5, 2000, to each of the parties identified below at the addresses following their respective names:

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

A handwritten signature in black ink, appearing to read 'Jeffrey R. Brenner', is written over a horizontal line.

Jeffrey R. Brenner, Esquire

Dated: October 5, 2000

LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

<b>Conseco Finance Consumer</b>	:
<b>Discount Company f/k/a</b>	:
<b>Green Tree Consumer Discount Company</b>	:
	: NO. 00 - 981 - CD
Plaintiff	:
	:
vs.	: CIVIL ACTION
	:
<b>Kenneth L. Bloom, Sr., and</b>	:
<b>Vida E. Bloom</b>	:
	:
Defendants.	:

**PLAINTIFF'S INTERROGATORIES**  
**ADDRESSED TO DEFENDANT, KENNETH L. BLOOM, SR.**

TO: Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

You are required to prepare full and complete Answers under oath to the following Interrogatories and serve a copy of the Answers on counsel for Plaintiff, Conseco Finance Consumer Discount Company, and counsel for any other parties in this civil action pursuant to Rules 4005 and 4006 of the Pennsylvania Rules of Civil Procedure within thirty (30) days from the date of receipt hereof. These Interrogatories are continuing in character so as to require you to serve Supplemental Answers under

oath if you obtain further or different information prior to trial, as required by the Pennsylvania Rules of Civil Procedure.

### **DEFINITIONS**

1. "Communicate", "communication", "communications", "notice", "notification" and/or "notify" (and either the singular or plural and any tense of any such word) mean any oral or written transmittal of information, or request for information, or request for information made by one person to another person, whether made in person, by telephone or by another means or made only for the purpose of recording an idea, statement, or belief. Such terms shall also mean all statements, admissions, denials, inquiries, discussions, conversations, letters, correspondence, notes, telegrams, telexes, advertisements, or any other form of written or verbal intercourse.

2. "Describe", "State" or "Explain" means to particularize as to time, place and manner and to describe by reference to the underlying facts and to set forth fully and unambiguously every fact relevant to the answer called for by the Interrogatories of which you have any knowledge, information or belief, rather than just by ultimate facts or conclusions of fact or law.

3. "Document" shall mean, without limitation, all written or printed matter of any kind, photographs or drawings, notes and recordings, or any kind of oral and/or written communications, including the originals and all non-identical copies and all drafts of such matter, whether different by reason of any notation made on such copies or otherwise (including without limitation, correspondence, memoranda, notes, diaries, appointment records, visitor logs or records, statistics, letters, telegrams, minutes, agenda, contracts, reports, surveys, periodicals, newspapers, pamphlets, prospectuses, inter-office and intra-office communications, notations, bulletins, computer printouts, invoices, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or manual records or representations of any kind (including without limitation, photographs, drawings, diagrams, blueprints, charts, microfiche, microfilm, videotape, record, motion pictures, computer discs), and electronic, mechanical or electric records or representations of any kind (including without limitation, tapes, cassettes, discs and recordings), together with attachments and annotations thereto.

4. "Identify" in reference to any natural person means: state his or her full name, all known aliases, present or last known business and home addresses, and present or last-known position and business affiliation at the time or times in question.

5. The term "identify", when used with respect to any other person, means to give the person's official, legal and formal name and/or the name under which the person acts or conducts business; the address of the person's place of business, profession, commerce or home; and the identity of the person's principal or chief executive officer or person who occupies the position most closely analogous to a chief executive.

6. "Identify" in reference to any documents or written communication means: state the date, title, type (e.g., memorandum, letter), number of pages, identity of each author and addressee, if any, and the substance thereof, to identify its last known custodian and location; to state the exhibit number of the document if it has been marked during the course of a court proceeding and with respect to any payments, the date, check number, amount, and the name of the drawer. In the event that it is claimed that any pertinent document is privileged, each privileged writing should be fully identified, except that the substance thereof need not be described to the extent that it is claimed to constitute privileged matter.

7. "Identify" in reference to an oral communication means: identify each person participating therein, state the date and place thereof, state the substance of what each person said, identify each document prepared for or received for, during or after the communication referred to the matter therein discussed.

8. "Person" means any natural person, corporation, partnership, firm, trust, group, association or other organization, group of natural persons or other entity of any nature whatsoever and all present and former officers, directors, agents, employees, attorneys and others acting or purporting to act on behalf of such natural person, partnership, corporation or other entity and where appropriate, the use of the singular includes the plural and the use of the plural includes the singular.

9. "Relating to" or "relate(s) to" means constitutes, refers to, relates to, concerns, reflects or any manner of describing the subject matter of the request, whether directly or indirectly.

10. "You", "Your" and/or "Bloom" means not only Defendant, Kenneth L. Bloom, Sr., but also said Defendant's heirs, personal representatives, agents, employees, representatives, attorneys and all other persons and entities acting on behalf of said Defendant.

11. "Defendants" means not only Defendant, Kenneth L. Bloom, Sr., and Defendant, Vida E. Bloom, collectively and individually, but also said Defendants' heirs, personal representatives, agents, employees, representatives, attorneys and all other persons and entities acting on behalf of said Defendants.

12. "Conseco" and/or "Plaintiff" means Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company.

13. "Complaint" means Plaintiff's Complaint filed in the above-captioned civil action, including any amended complaint.

14. "Answer" means Bloom's Answer filed in response to Plaintiff's Complaint, including any affirmative defenses and other allegations averred by Bloom in the Answer.

15. The "Mobile Home" and/or the "Manufactured Home" means the 1997 Skyline Mobile Home, Limited Edition Model, having Serial Number/Vehicle Identification Number 2N11-0350J.

16. The "Contract" and/or "Security Agreement" means the Manufactured Home Retail Installment Contract and Security Agreement against the Mobile Home, dated August 12, 1996, between the Defendants and Conseco.

17. The words "act" and "action" (or the plurals thereof) as used herein includes acts of every kind and description.

18. The conjunctions "and" and "or" as used herein shall be interpreted conjunctively and shall not be interpreted disjunctively to exclude any information otherwise within the scope of any interrogatory.

19. The word "date" as used herein means the exact day, month and year, if ascertainable, or if not, your best approximation thereof.

20. As used herein, any reference to any corporate entity shall be deemed to include that corporate entity or any predecessor, successor or affiliated corporate entity.

21. As used herein, the term "advice" shall mean any demand, suggestion, opinion, indication or requirement that any person(s), partnership, corporation, or other entity take any act or refrain from taking any action.

22. The terms "identify" or "describe" as used herein in connection with the term "advice" means:

- (a) state and date and place the advice was given;
- (b) state to whom the advice was given, by whom the advice was given and all persons present when the advice was given;
- (c) the substance of the advice, recalling the exact words to the extent possible;
- (d) if the advice was wholly or partly comprised of oral communications, or resulted in any oral communications, identify all such communications;
- (e) if the advice was wholly or partly written or reduced in writing, or resulted in the production of any written documents, identify all such documents or documents where said advice was written or in which said advice was reduced to writing.

23. The term "agreement" as used herein shall be construed to have their broadest meaning. The term "identify" as used herein in connection with an "agreement" means:

- (a) if the agreement is claimed to have been express and in writing, so state; and
  - (1) identify the documents alleged to comprise the agreement;
  - (2) identify the persons who were parties to the agreement, and

in the case of a person or persons other than an individual, furnish the name and address of the individual purporting to act for such person or persons; and

(3) set forth the subject matter of the agreement.

(b) if the agreement is claimed to have been express or oral, so state, and

(1) furnish the date and place of each conversation comprising the agreement;

(2) furnish the name and address of the individuals engaging in each conversation, the date and place of which is furnished in the answer to (1) hereof;

(3) identify the person for whom each individual listed in (2) hereof is alleged to have acted; and

(4) set forth the substance of the agreement.

(c) if the agreement is claimed to have been express and partly in writing and partly oral, so state; and

(1) as to the written part, furnish the information requested in 23(a) hereof; and

(2) as to the oral part, furnish the information requested in 23(b) hereof;

(d) if the agreement is claimed to be implied from acts, so state; and

(1) identify each act giving rise to the influence of an implied agreement.

(e) if the agreement is claimed partly to be implied from acts and partly to have been in writing, so state; and

(1) as to the implied part, furnish the information requested in 23(d) hereof; and

(2) as to the written part, furnish the information requested in 23(a) hereof.

(f) if the agreement is claimed partly to be implied from acts and partly to have been oral, so state; and

(1) as to the implied part, furnish the information requested in 23(b) hereof.

(2) as to the oral part, furnish the information requested in 23(b) hereof.

(g) if the agreement is claimed partly to have been implied from acts, partly to have been in writing, and partly to have been oral, so state; and

(1) as to the implied part, furnish the information requested in 23(d) hereof;

(2) as to the written part, furnish the information requested in 23(b) hereof; and

(3) as to the oral part, furnish the information requested in 23(b) hereof.

24. As used herein, "state the basis", "state the manner" or "state with particularity" means to describe fully all of the facts which you believe support your position or contention, to identify each factor considered by you when arriving at such position or contention, and to state why each such factor was (or was not) relied upon by you in arriving at such position or contention.

25. As used herein, the term "employee" shall include an agent, director, officer, or any person whom performs services for remuneration for any person, partnership or corporation.

26. As used herein, "including" is defined to mean "including but not limited to."

27. "Relevant" or "relevant time period" means the period from the date you first became involved in the transaction at issue to the date these Interrogatories are answered.

28. As used herein, the term "transaction" means the action, business deal, incident, loan, financing, or activity at issue in the Complaint from the day you first became aware of the transaction until your involvement terminated.

29. "Loan" means the financing provided by Consecro to the Defendants in the principal sum of \$20,801.00 with respect to the Mobile Home, as represented and documented by the Contract, among other instruments and documents.

#### **RULES OF CONSTRUCTION**

In construing these Interrogatories:

A. The singular shall include the plural and the plural shall include the singular.

B. A masculine, feminine or neuter pronoun shall not exclude the other genders.

C. The past tense includes the present tense where the meaning is not distorted by a change of time.

D. "Or" shall be construed either conjunctively or disjunctively to bring within the scope of these Interrogatories any information which might otherwise be construed outside their scope.

#### **DIRECTIONS**

1. If any documents requested or which you assert support or are incorporated into your responses to these Interrogatories were at one time in existence, but are no longer in existence, identify for each such document:

- (a) the type of document;
- (b) the date upon which it ceased to exist;
- (c) the circumstances under which it ceased to exist;

(d) the identity of all persons having knowledge of the circumstances under which the document ceased to exist; and

(e) the identity of all persons having knowledge of the contents thereof.

2. If any document required to be produced by these Interrogatories is claimed by you to not be discoverable because it is privileged or for any other reason, then identify for each such document:

(a) the date, sender, recipient, persons to whom copies were sent or furnished and subject matter of the document; and

(b) the basis for the claim of privilege or other reason for nondisclosure.

3. Whenever a date, amount or other computation or figure is requested, the exact date, amount or other computation or figure is to be given unless it is not known, and then the approximate date, amount or other computation or figure should be given, or the best estimate thereof, and the answer shall disclose and state that the date, amount or other computation or figure is an estimate or approximation.

4. In answering these Interrogatories, you shall furnish all information available to you at the time of answering, including information in the possession of your representatives, agents or attorneys. You shall supplement your answers whenever necessary in accordance with the Pennsylvania Rules of Civil Procedure.

5. Each Interrogatory shall be answered separately and as completely as possible. The fact that investigation is continuing or that discovery is not complete is not an excuse for failure to answer each Interrogatory as fully as possible. If you are unable to answer an Interrogatory after you have attempted to obtain the information, answer to the extent possible. State what information you have concerning the unanswered portion, specify why you are unable to answer the remainder, and specify how you attempted to obtain the unknown information.

6. No answer is to be left blank. If the answer to an Interrogatory or any subparagraph or part of an Interrogatory is "none" or "unknown", such statement must be written in the answer. If the answer to an Interrogatory is that it is inapplicable to the answering party, "N/A" should be written in the answer.

7. If you contend that any information sought in these Interrogatories is exempt from discovery because it was prepared in anticipation of litigation or in preparation for trial, or it is so exempted by any privilege or protection, you are to provide the following information in each such instance, in lieu of setting forth the information sought by the Interrogatory to the extent so exempted:

(a) the privilege or protection that you contend applies;

(b) every fact upon which you rely in support of your contention that the privilege or protection applies;

(c) the form in which the information is contained;

(d) the subject matter of the information that you contend is privileged or protected from discovery; and

(e) if any form of privilege or other protection from disclosure is claimed as a ground for withholding responsive information contained in a document, set forth with the respect to the document, the date, title, identity of the author, subject matter (without revealing the information for which privilege is claimed, and all facts or bases on which you claim the privilege. The claim should contain such specificity as to permit the court to make a full determination of its validity.

### **TIME PERIOD**

Except as otherwise specified, these Interrogatories cover any documents prepared or bearing a date from January 1, 1996 to the present responsive to the specific Interrogatories set forth below.

You are required to prepare full and complete Answers under oath to the following Interrogatories and serve a copy of the Answers on the undersigned counsel for Consecro pursuant to Rule 4005 of the Pennsylvania Rules of Civil Procedure (Pa.R.Civ.P.), within thirty (30) days from the date of service hereof. These Interrogatories are continuing in character so as to require you to file Supplemental Answers if you obtain further or different information prior to trial.

### **INTERROGATORIES**

1. State the name(s) and current business and home addresses of all persons whom You expect to call as expert witnesses at the trial of the above-captioned civil action, attaching hereto a copy of all written reports received from each such person.

2. For all those persons named in the Answer to Interrogatory #1 above, state their occupations, and if they specialize in any particular field, set forth their areas of specialization.

3. Set forth the qualifications of each expert. In doing so, list: the schools each has attended, including years in attendance and degrees received; experience in particular fields, including names and addresses of employers with inclusive years of employment; and a list of all publications authored by said persons, including the title of the work, the name of the periodical or book in which it was printed, and the date of its printing. (If the persons listed in the Answer to Interrogatory #1 print, mimeograph or otherwise reproduce a list of qualifications, you may attach a copy of same in lieu of answering this question.)

4. Set forth the facts to which each such expert is expected to testify.

5. Set forth the opinion(s) to which each such expert is expected to testify.

6. Set forth in detail the factual information and materials supplied to each such expert.

7. Set forth a summary of the grounds (other than the facts requested in Interrogatory #4) for each such opinion, including, but not limited to, any tests or experiments conducted and any text material upon which the expert witness will rely. Identify all such texts, including name, author, edition and page(s).

8. As to all persons listed in the Answer to Interrogatory #1 above, state the full captions of all cases in which that person has testified as an expert witness in the past five years. If the full captions are unavailable, give the names of the cases and state the names of each court in which they were tried, as well as the approximate date of trial.

9. Set forth the names and addresses of all persons who have knowledge of any facts relevant to this case and indicate what facts are known by each.

10. Identify all persons with knowledge or information regarding the facts relevant or material to:

a. Bloom's defenses, if any, to the claims asserted by Plaintiff in the Complaint, as alleged by Bloom in his Answer to the Complaint;

b. For all persons so identified, state the area or subject matter of the person's knowledge.

11. State with particularity all facts You contend support Your allegations that "[You ] made payments every month on this Mobile Home."; as alleged in Your Answer to the Complaint.

12. Identify all persons You contend have knowledge of the facts stated in Your response to Interrogatory #11.

13. Identify all documents and tangible evidence in Your possession or of which You are aware which You contend documents or supports the facts stated in Your response to Interrogatory #11.

14. State with particularity all facts You contend support Your allegations that "[You] wrote many letters stating [You] did not owe [\$144.69] and would not pay – only

received one answer – telling [You] the reason [You] owed was [You] made partial payment on Aug. 5 – 1998 – there was never a partial payment made.”; as alleged in Your Answer to the Complaint.

15. Identify all persons You contend have knowledge of the facts stated in Your response to Interrogatory #14.

16. Identify all documents and tangible evidence in Your possession or of which you are aware which You contend documents or supports the facts stated in Your response to Interrogatory #14.

17. State with particularity all facts you contend support Your allegations that “[You] told [Conseco] in letter with payment [You] didn’t owe 144.69 and would not pay

– that January payment would be the last one.”; as alleged in Your Answer to the Complaint.

18. Identify all persons You contend have knowledge of the facts stated in Your response to Interrogatory #17.

19. Identify all documents and tangible evidence in Your possession or of which You are aware which You contend documents or supports the facts stated in Your response to Interrogatory #17.

20. State with particularity all facts You contend support Your allegations that "[You] don't feel [You] owe [Conseco] anything."; as alleged in Your Answer to the Complaint.

21. Identify all persons You contend have knowledge of the facts stated in Your response to Interrogatory #20.

22. Identify all documents and tangible evidence in Your possession or of which You are aware which You contend documents or supports the facts stated in Your response to Interrogatory #20.

23. Describe in detail any and all contracts, agreements, documents, writings, photographs or other real evidence upon which You will rely at the time of trial in support of the allegations contained in Your Answer to the Complaint. If You would prefer, in lieu of said description, You may attach true copies of all of the above-mentioned documents to Your answers to these Interrogatories.

24. Do You contend that any declarations against interest with regard to the issues of this action have been made by any party thereto or by any officer, agent, or an employee of any party thereto?

25. If the answer to the immediately preceding Interrogatory is in the affirmative (meaning yes), set forth the exact words, if known, and if not known, the substance of each declaration against interest, the name and address of the person making the declaration against interest, the names and address of all persons present when the declaration against interest was made, the place where and the time when the declaration against interest was made. If the declaration against interest was reduced to writing, annex a copy hereto.

LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company**

Plaintiff

vs.

**Kenneth L. Bloom, Sr., and  
Vida E. Bloom**

Defendants.

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: NO. 00 - 981 - CD  
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: CIVIL ACTION  
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**MOTION OF PLAINTIFF, CONSECO FINANCE CONSUMER DISCOUNT COMPANY F/K/A  
GREEN TREE CONSUMER DISCOUNT COMPANY TO COMPEL DEFENDANT,  
KENNETH L. BLOOM, SR. TO SERVE FULL AND COMPLETE ANSWERS TO  
DISCOVERY AND FOR SANCTIONS PURSUANT TO PA.R.CIV.P. 4019**

Plaintiff/Movant, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company ("Conseco" or "Plaintiff"), by and through their undersigned counsel, Leonard, Tillery & Sciolla, LLP, hereby move to compel full and complete answers to discovery served upon the above-captioned Defendant, Kenneth L. Bloom, Sr. (hereinafter referred to as the "Defendant" or "Bloom"), and for sanctions under Rule 4019 of the Pennsylvania Rules of Civil Procedure (Pa.R.Civ.P.), and in support of this Motion to Compel Discovery Responses and for Sanctions (the "Motion"), respectfully avers as follows:

**FILED**

FEB 01 2001

William A. Shaw  
Prothonotary

1. Consecos commenced the instant action against the Defendants, Kenneth L. Bloom, Sr. and Vida E. Bloom (herein referred to collectively as the "Defendants") by Complaint filed with this Honorable Court on August 14, 2000.

2. Consecos's claims against the Defendants relate to monies owed it in connection with the terms of a written Manufactured Home Retail Installment Contract and Security Agreement (hereinafter referred to as the "Contract"), which was entered into by said Defendants on or about August 12, 1996.

3. In its Complaint, Consecos has averred that the Defendants, owe it the principal sum of \$14,862.35 (plus interest, attorney's fees and costs).

4. On October 10, 2000, this Court entered a default judgment against Defendant, Vida E. Bloom, and in favor of Consecos, for interest, costs and the sum of \$14,862.35, for failure to answer or otherwise respond to the Complaint.

5. On September 28, 2000, in response to the Complaint, Defendant, Kenneth L. Bloom, Sr., filed an Answer on his own behalf generally contesting many of Consecos's averments. However, Bloom's Answer does not conform to the Pennsylvania Rules of Civil Procedure and does not affirm or deny any of the allegations in Plaintiff's Complaint.

6. Among the general allegations contained in Bloom's pleading in response to Consecos's Complaint are unsubstantiated allegations that Bloom was "harassed" by Plaintiff for payments under the Contract that Bloom alleges he did not owe.

7. In Bloom's pleading and response to Consecos's Complaint, Bloom further alleges that he does not feel that he owes Green Tree anything pursuant to the Contract.

8. Due to the limited and unsubstantiated factual allegations contained in Bloom's Answer, Plaintiff served Bloom with Interrogatories, Requests for Production of Documents and Requests for

Admissions (said discovery shall hereinafter be sometimes collectively referred to as "Plaintiff's Discovery").

9. Plaintiff's Discovery was served on Defendant, Bloom, on or about October 5, 2000. True and correct copies of Conseco's Interrogatories, Requests for Production of Documents and Requests for Admissions are attached hereto as respectively, Exhibits "A", "B" and "C", and are incorporated herein by reference as if set out at length.

10. As set forth more fully in Plaintiff's Discovery, Interrogatories, Requests for Production of Documents and Requests for Admissions are specifically directed to the factual allegations raised by Defendant, Bloom, and the documentary basis or bases for Bloom's claims in his Answer.

11. Pursuant to the applicable Rules of the Pennsylvania Rules of Civil Procedure [Rules 4005 and 4006 for the Interrogatories, Rule 4009.1 et seq. for the Requests for Production of Documents and Rule 4014 for the Requests for Admissions], the Defendant, Bloom, had thirty (30) days from the date of service of Plaintiff's Discovery in which to respond to Plaintiff's Discovery. As such, the period for Bloom to respond to Plaintiff's Discovery expired on November 6, 2000.

12. Bloom did not respond to Plaintiff's Discovery on or before November 6, 2000, nor did he request an extension of time in which to respond to Plaintiff's Discovery.

13. By letter dated November 7, 2000, the undersigned counsel for Conseco asked Defendant, Bloom, for Bloom's responses to Plaintiff's Discovery (though pursuant to Pa.R.Civ.P. 4014, Bloom has already admitted all of Plaintiff's Requests for Admissions due to his failure to timely respond to said Requests for Admissions). A true and correct copy of said November 7, 2000 letter is attached as Exhibit "D" and is incorporated herein by reference as if set out at length.

14. Defendant, Bloom, did not respond to Plaintiff's Discovery in reply to said letter of November 7, 2000.

15. By letter dated December 11, 2000, the undersigned counsel for Consecro again asked Bloom to provide responses to Plaintiff's Discovery and demanded that said responses be produced by December 18, 2000, or Plaintiff would proceed with a Motion to Compel responses to Plaintiff's Discovery. A true and correct copy of said December 11, 2000 letter is attached as Exhibit "E" and is incorporated herein by reference as if set out at length.

16. Defendant, Bloom, has not responded to Plaintiff's Discovery and has not replied to said letter of December 15, 2000.

17. To date, Defendant has failed and/or refused to provide Consecro with any answers to Plaintiff's Discovery.

18. The information and documents sought by Consecro in Plaintiff's Discovery are relevant to and necessary for determining the defenses of Defendant, Bloom, to Plaintiff's claims in sufficient detail for Consecro to properly prepare for the trial of this action.

19. Consecro is being, and continues to be, prejudiced by Bloom's failure to respond to Plaintiff's Discovery.

20. Consecro is clearly entitled to the requested information and documentation set forth in Plaintiff's Discovery.

21. Responses to Plaintiff's Discovery are clearly overdue.

22. Bloom's failure to respond to Plaintiff's Discovery is clearly intentional and without cause or excuse.

23. Rule 4014 of the Pennsylvania Rules of Civil Procedure provides that all factual statements contained in a request for an admission are deemed admitted, and, thus conclusively established, if a request for admission is not answered within thirty (30) days from the date on which it was served.

24. Rule 4019 of the Pennsylvania Rules of Civil Procedure provides this Honorable Court with authority to compel discovery responses and to order certain sanctions against a party who disobeys the discovery rules of the Pennsylvania Rules of Civil Procedure.

25. Among the sanctions that this Court may grant to a party against a disobedient party is an order that the disobedient party be prohibited from introducing any evidence in support of designated claims or defenses or that a pleading of a disobedient party is stricken.

26. Pursuant to Pa.R.Civ.P. 4019(c)(5), the Court may grant "such order with regard to the failure to make discovery as is just." Pa.R.Civ.P. 4019(c)(5).

27. Plaintiff therefore asks in this Motion that Defendant, Bloom, be required to serve Plaintiff with full, complete and discrete answers to Plaintiff's Interrogatories and Requests for Production of Documents and to also serve Plaintiff with all documents responsive to Plaintiff's Requests for Production of Documents within twenty (20) days of the date of the Court's Order granting this Motion. In that regard, Plaintiff asks that Defendant, Bloom, be precluded from objecting in any manner in response to Plaintiff's Interrogatories and Requests for Production of Documents.

28. Plaintiff also asks in this Motion that, pursuant to Rule 4014 of the Pennsylvania Rules of Civil Procedure, all matters contained in Plaintiff's Request for Admissions are deemed admitted, and, thus conclusively established as against Defendant, Bloom.

29. Plaintiff further asks in this Motion that Defendant, Bloom, be required to pay Plaintiff's expenses, including attorney's fees, incurred in having to prepare and prosecute this Motion, in an amount to be determined by this Court upon the filing of an affidavit or certification of Plaintiff's counsel's fees and costs so incurred.

**WHEREFORE**, Plaintiff/Movant, Consecro Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, hereby respectfully requests that this Honorable Court enter an Order granting their instant Motion to Compel Discovery Responses and for Sanctions, thereby compelling Defendant, Kenneth L. Bloom, Sr. to serve Plaintiff with full, discrete and complete answers (with no objections) to Plaintiff's Interrogatories and Requests for Production of Documents and to also serve Plaintiff with all documents responsive to Plaintiff's Requests for Production of Documents. Plaintiff also respectfully asks that this Court require the Defendant, Bloom, to serve Plaintiff with the foregoing responses to the discovery and with the required documentation, within twenty (20) days of the date of the Order, or suffer sanctions as determined by the Court. Plaintiff further hereby respectfully requests that said Order also provide that, pursuant to Rule 4014 of the Pennsylvania Rules of Civil Procedure, all matters contained in Plaintiff's Request for Admissions are deemed admitted, and, thus conclusively established as against Defendant, Bloom. In addition, Plaintiff respectfully asks that Defendant, Bloom, be required to pay Plaintiff's expenses, including attorney's fees, incurred in having to prepare and prosecute their Motion and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

**LEONARD, TILLERY & SCIOLLA, LLP**

BY: 

KEITH N. LEONARD, ESQUIRE

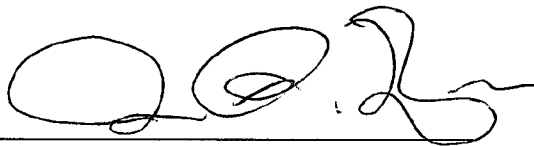
JEFFREY R. BRENNER, ESQUIRE

Attorneys for Plaintiff, Conseco Finance Consumer  
Discount Company f/k/a Green Tree Consumer  
Discount Company

DATED: January 30, 2001

**VERIFICATION**

Jeffrey R. Brenner, Esquire, hereby states that he is an attorney with Leonard, Tillery & Sciolla, LLP, attorneys for the Plaintiff, Conesco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, in the civil action captioned in the attached Motion, being authorized to do so because the allegations contained therein are within his knowledge and information as counsel for said party, hereby verifies that the facts set forth in the foregoing pleading are true and correct to the best of his knowledge, information and belief. This verification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read 'J.R. Brenner', written over a horizontal line.

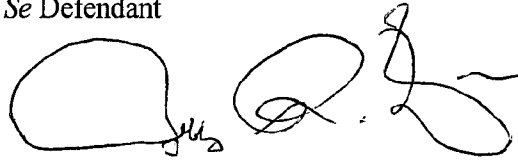
Jeffrey R. Brenner, Esquire

DATED: January 30, 2001

**CERTIFICATION OF SERVICE**

I, Jeffrey R. Brenner, Esquire, hereby certify that I caused true and correct copies of the Motion of Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, to Compel Defendant, Kenneth L. Bloom, Sr. to Serve Full and Complete Answers to Plaintiff's Discovery and for Sanctions (the "Motion"), Plaintiff's Memorandum of Law in Support of the Motion, proposed Order; Rule to Show Cause and this Certification of Service to be served by mailing same by first class mail, postage pre-paid on January 30, 2001 to each of the counsel and/or parties identified below at the addresses following their respective names:

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830  
*Pro Se Defendant*

A handwritten signature in dark ink, appearing to read 'Jeffrey R. Brenner', is written over a horizontal line.

Jeffrey R. Brenner, Esquire

Dated: January 30, 2001



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**LEONARD  
TILLERY &  
SCIOLLA, LLP**  
ATTORNEYS AT LAW

John J. Leonard  
M. Kelly Tillery \*\*  
Gregory E. Sciollo \*<sup>†</sup>  
Hugh J. Hutchison  
Keith N. Leonard \*  
Michael V. Tinari \*  
David J. Shannon \*  
Heather E. Rosen \*  
Gregory C. DiCarlo \*  
Lisa A. Lori \*  
Heidi E. Anderson \*  
Jeffrey R. Brenner\*

\* Also admitted in New Jersey  
† Also admitted in New York  
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Philadelphia, Pennsylvania 19102  
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Moorestown, New Jersey  
(856) 273-6679  
Northeast Philadelphia  
(215) 338-7444

www.leonardtillery.com

December 11, 2000

**ADDRESS CORRECTION REQUESTED**

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830

**Re: Consecro Finance Consumer Discount Company vs. Kenneth Sr. and Vida Bloom**  
**Consecro Finance Account No. 73320955**  
**CCP, Clearfield County, Pa., August Term, No: 981**  
**Our File # 2661-25**

Dear Mr. Bloom:

I still have not received your responses to the Interrogatories and Request for Production of Documents of Consecro Finance Consumer Discount Company ("Consecro") in the above captioned action. The discovery was served on you on or about October 5, 2000. I must therefore request that you send me the Answers to the Interrogatories and to the document requests within seven (7) days of the date of this letter. Therefore, unless I receive your responses by Monday, December 18, 2000, I shall have no alternative but to proceed with a Motion to Compel such discovery as well as requesting attorney's fees and costs and sanctions (including the striking of pleadings) as may be provided by the Pennsylvania Rules of Civil Procedure. There will be no further attempt to resolve these discovery matters if you continue in your failure to respond to Consecro's discovery requests.

If you wish to discuss a resolution of this case at any time, please feel free to contact me.

Sincerely yours,

Jeffrey R. Brenner

JRB:paw

FILED

FEB 01 2001

17 10:41ndc  
William A. Shaw  
Prothonotary

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LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

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

Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company

Plaintiff

vs.

Kenneth L. Bloom, Sr., and  
Vida E. Bloom

Defendants.

: NO. 00 - 981 - CD

: CIVIL ACTION

FILED

FEB 02 2001

William A. Shaw  
Prothonotary

**RULE TO SHOW CAUSE**

NOW this 1<sup>st</sup> day of February, 2001, upon consideration of the  
attached Motion, a Rule is hereby issued upon Defendant, Kenneth L. Bloom, Sr. to  
Show Cause why the Motion should not be granted. Rule Returnable the 21<sup>st</sup> day of  
February, 2001, for filing written response.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT.  
IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE  
FOLLOWING MOTION BY ENTERING A WRITTEN APPEARANCE  
PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT  
YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST  
YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY  
PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU  
BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY  
THE PETITION OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

BY THE COURT,



J.

FILED

FEB 02 2001

0124113cc-att Leonard  
William A. Shaw  
Prothonotary  
gws

LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company**

Plaintiff

vs.

**Kenneth L. Bloom, Sr., and  
Vida E. Bloom**

Defendants.

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: NO. 00 - 981 - CD  
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: CIVIL ACTION  
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: **AFFIDAVIT/CERTIFICATION  
: OF SERVICE PURSUANT TO  
: 46 J. D. R. C. P. 206(G)**

I, Jeffrey R. Brenner, Esquire, hereby certify that I caused true and correct copies of the Motion of Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, to Compel Defendant, Kenneth L. Bloom, Sr. to Serve Full and Complete Answers to Plaintiff's Discovery and for Sanctions (the "Motion"), Plaintiff's Memorandum of Law in Support of the Motion, proposed Order; Rule to Show Cause issued by the Court and this Affidavit/Certification of Service to be served by mailing same by first class mail, address correction requested, postage pre-paid on February 6, 2001 to each of the counsel and/or parties identified below at the addresses following their respective names:

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830

**FILED**

FEB 07 2001

William A. Shaw  
Prothonotary



Dated: February 6, 2001

Jeffrey R. Brenner, Esquire

FILED

FEB 07 2001

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William A. Shain  
Prothonotary  
*WAS*

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

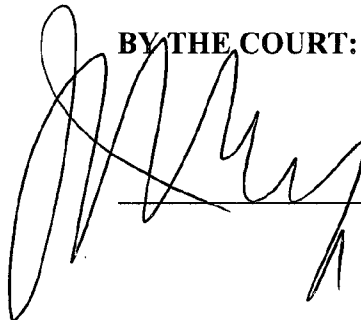
**AND NOW**, upon consideration of the Motion of Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, to Compel Defendants to Serve Full and Complete Answers to Plaintiff's Discovery and for Sanctions (the "Motion") and documents submitted by Plaintiff in support thereof, and any papers filed in opposition thereto by the Defendant, Kenneth L. Bloom, Jr. and after argument, good cause having been shown;

IT IS on this 9th day of March, 2001,

**ORDERED AND DECREED** as follows:

1. The Motion of Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company ("Plaintiff") is hereby GRANTED.
2. Pursuant to Rule 4014 of the Pennsylvania Rules of Civil Procedure, all matters contained in Plaintiff's Request for Admissions are deemed admitted, and, thus conclusively established as against Defendants, jointly and severally.
3. Defendant, Kenneth L. Bloom, Sr., is hereby required to, within twenty (20) days of the date of this Order, serve Plaintiff with full, discrete and complete answers (with no objections) to Plaintiff's Interrogatories and Requests for Production of Documents and to also serve and produce to Plaintiff all documents responsive to Plaintiff's Requests for Production of Documents, or suffer further sanctions as determined by this Court upon motion of Plaintiff.
4. Defendant, Kenneth L. Bloom, Sr., is required to pay Plaintiff's expenses, including attorney's fees, incurred in having to prepare and prosecute their Motion, in an amount to be determined by further Order of this Court upon submission by Plaintiff's counsel of a verified itemization of such fees and costs in support of the amount thereof claimed by Plaintiff.

**BY THE COURT:**



J.

FILED

MAR 09 2001

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William A. Shaw  
Prothonotary

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ret

LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

**IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW**

**Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company**

Plaintiff

vs.

**Kenneth L. Bloom, Sr., and  
Vida E. Bloom**

Defendants.

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: NO. 00 - 981 - CD  
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: CIVIL ACTION  
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**MOTION OF PLAINTIFF, CONSECO FINANCE CONSUMER DISCOUNT COMPANY F/K/A  
GREEN TREE CONSUMER DISCOUNT COMPANY TO COMPEL DEFENDANT,  
VIDA E. BLOOM, TO SERVE FULL AND COMPLETE ANSWERS TO  
POST JUDGMENT INTERROGATORIES AND FOR SANCTIONS  
PURSUANT TO PA.R.C.P. 4019**

Plaintiff/Movant, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company ("Conseco" or "Plaintiff"), by and through their undersigned counsel, Leonard, Tillery & Sciolla, LLP, hereby move to compel full and complete answers to post judgment discovery served upon the above-captioned Defendant, Vida E. Bloom (hereinafter referred to as the "Defendant" or "Bloom"), and for sanctions under Rule 4019 of the Pennsylvania Rules of Civil Procedure (Pa.R.C.P.), and in support of this Motion to Compel Answers to Post Judgment Interrogatories and for Sanctions (the "Motion"), respectfully avers as follows:

**FILED**

APR 10 2001

William A. Shaw  
Prothonotary

1. Conseco commenced the instant action against the Defendants, Kenneth L. Bloom, Sr. and Vida E. Bloom (herein referred to collectively as the "Defendants") by Complaint filed with this Honorable Court on August 14, 2000.

2. Conseco's claims against the Defendants relate to monies owed it in connection with the terms of a written Manufactured Home Retail Installment Contract and Security Agreement (hereinafter referred to as the "Contract"), which was entered into by said Defendants on or about August 12, 1996.

3. In its Complaint, Conseco has averred that the Defendants, owe it the principal sum of \$14,862.35 (plus interest, attorney's fees and costs).

4. On October 10, 2000, this Court entered a default judgment against Defendant, Vida E. Bloom, and in favor of Conseco, for interest, costs and the sum of \$14,862.35, for failure to answer or otherwise respond to the Complaint.

5. Thereafter, in an effort to discover information necessary to enable Conseco to enforce its judgment against the Defendant, Vida E. Bloom, Conseco served the Defendant with Post Judgment Interrogatories (the "Interrogatories").

6. Plaintiff's Interrogatories were served on Defendant, Vida E. Bloom, on or about December 1, 2000. A true and correct copy of Plaintiff's Interrogatories is attached hereto as Exhibit "A" and incorporated herein by reference as if set out at length.

7. Pursuant to the applicable Rules of the Pennsylvania Rules of Civil Procedure [Rules 4005 and 4006], the Defendant, Bloom, had thirty (30) days from the date of service of Plaintiff's Interrogatories in which to respond to said discovery. As such, the period for the Defendant to respond to Plaintiff's discovery expired on or about January 2, 2001.

8. The Defendant did not respond to Plaintiff's Interrogatories on or before January 2, 2001, nor did she request an extension of time in which to respond to Plaintiff's Interrogatories.

9. By letter dated January 2, 2001, the undersigned counsel for Conseco asked Defendant, Vida E. Bloom, for her answers to Plaintiff's Interrogatories. A true and correct copy of said January 2, 2001 letter is attached as Exhibit "B" and is incorporated herein by reference as if set out at length.

10. Defendant, Vida E. Bloom, did not respond to Plaintiff's Interrogatories in reply to said letter of January 2, 2001.

11. By letter dated March 27, 2001, the undersigned counsel for Conseco again asked Bloom to provide answers to Plaintiff's Interrogatories and demanded that said answers be produced by April 3, 2001, or Plaintiff would proceed with a Motion to Compel Answers to Plaintiff's Interrogatories. A true and correct copy of said March 27, 2001 letter is attached as Exhibit "C" and is incorporated herein by reference as if set out at length.

12. Defendant, Vida E. Bloom, has not provided answers to Plaintiff's Interrogatories and has not replied to said letter of March 27, 2001.

13. To date, Defendant, Vida E. Bloom, has failed and/or refused to provide Conseco with any answers to Plaintiff's Interrogatories.

14. The information and documents sought by Plaintiff in their Interrogatories are relevant to and necessary for assisting Plaintiff in the execution and enforcement of their judgment against the Defendant, Vida E. Bloom, in the above captioned matter.

15. Conseco is being, and continues to be, prejudiced by Defendant's failure to provide answers to Plaintiff's Interrogatories.

16. Conseco is clearly entitled to the requested information and documentation set forth in the Interrogatories.

17. Answers to Plaintiff's Interrogatories are clearly overdue.

18. The Defendant's failure to provide answers to Plaintiff's Interrogatories is clearly intentional and without cause or excuse.

19. Rule 4019 of the Pennsylvania Rules of Civil Procedure provides this Honorable Court with authority to compel discovery responses and to order certain sanctions against a party who disobeys the discovery rules of the Pennsylvania Rules of Civil Procedure.

20. Among the sanctions that this Court may grant to a party against a disobedient party is an order that the disobedient party be prohibited from introducing any evidence in support of designated claims or defenses or that a pleading of a disobedient party is stricken.

21. Pursuant to Pa.R.C.P. 4019(c)(5), the Court may grant "such order with regard to the failure to make discovery as is just." Pa.R.C.P. 4019(c)(5).

22. Plaintiff therefore asks in this Motion that Defendant, Vida E. Bloom, be required to serve Plaintiff with full, complete and discrete answers to Plaintiff's Interrogatories within twenty (20) days of the date of the Court's Order granting this Motion. In that regard, Plaintiff asks that Defendant, Vida E. Bloom, be precluded from objecting in any manner in response to Plaintiff's.

23. Plaintiff further asks in this Motion that Defendant, Vida E. Bloom, be required to pay Plaintiff's expenses, including attorney's fees incurred in having to prepare and prosecute this Motion, in an amount to be determined by this Court upon the filing of an affidavit or certification of Plaintiff's counsel's fees and costs so incurred.

**WHEREFORE**, Plaintiff/Movant, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, hereby respectfully requests that this Honorable Court enter an Order granting its instant Motion to Compel Answers to Plaintiff's Post Judgment Interrogatories and for Sanctions, thereby compelling Defendant, Vida E. Bloom, to serve Plaintiff with full, discrete and complete answers (with no objections) to Plaintiff's Post Judgment Interrogatories. Plaintiff also respectfully asks that this Court require the Defendant, Vida E. Bloom to serve Plaintiff with the foregoing answers to the discovery within twenty (20) days of the date of the Order, or suffer sanctions as determined by the Court. Plaintiff further hereby respectfully requests that Defendant, Vida E. Bloom, be required to pay Plaintiff's expenses, including attorney's fees, incurred in having to prepare and prosecute the instant Motion and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

**LEONARD, TILLERY & SCIOLLA, LLP**

BY: 

KEITH N. LEONARD, ESQUIRE

JEFFREY R. BRENNER, ESQUIRE

Attorneys for Plaintiff, Conseco Finance Consumer  
Discount Company f/k/a Green Tree Consumer  
Discount Company

DATED: April 5, 2001



**LEONARD, TILLERY & SCIOLLA, LLP**

BY: Keith N. Leonard, Esquire  
Jeffrey Brenner, Esquire  
Attorney I.D. Nos. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530  
Attorneys for Plaintiff,  
Conseco Finance Consumer Discount Company

You are hereby notified to plead  
to the enclosed Interrogatories  
within 30 days from service hereof.



Attorneys for Plaintiff

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

**Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company**

Plaintiff

vs.

**Kenneth L. Bloom, Sr., and  
Vida E. Bloom**

Defendants.

: NO. 00 - 981 - CD

: CIVIL ACTION

**POST JUDGMENT INTERROGATORIES  
ADDRESSED TO DEFENDANT VIDA E. BLOOM**

TO: Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830  
above-captioned Defendant

Plaintiff, by its counsel, Leonard Tillery & Sciolla, LLP, hereby demands that the above named Defendant answer the following Interrogatories, under oath, pursuant to the Rules of Civil Procedure, within thirty (30) days after date of service hereof. These Interrogatories shall be deemed continuing, so as to require supplemental answers if the affiant or anyone on the Defendant's behalf obtains further information after the time the answers are served. The foregoing instructions are deemed to be incorporated in the Interrogatories that must be answered strictly in accordance with the same.

**GENERAL INSTRUCTIONS**

A. If the interrogatory is answered based upon information not within the

affiant's direct personal knowledge, identify the person and records supplying said information in accordance with all the following instructions concerning identification of persons and records.

B. "Describe", "State" or "Explain" shall mean to particularize as to time, place and manner and to describe by reference to the underlying facts and to set forth fully and unambiguously every fact relevant to the answer called for by Interrogatory of which you have any knowledge, information or belief, rather than just by ultimate facts or conclusions of fact or law.

C. "Document" shall mean, without limitation, all written or printed matter of any kind, photographs or drawings, notes and recordings, or any kind of oral and/or written communications, including the originals and all non-identical copies and all drafts of such matter, whether different by reason of any notation made on such copies or otherwise (including without limitation, correspondence, memoranda, notes, diaries, appointment records, visitor logs or records, statistics, letters, telegrams, minutes, agenda, contracts, reports, surveys, periodicals, newspapers, pamphlets, prospectuses, inter-office and intra-office communications, notations, bulletins, computer printouts, invoices, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or manual records or representations of any kind (including without limitation, photographs, drawings, diagrams, blueprints, charts, microfiche, microfilm, videotape, record, motion pictures, computer discs), and electronic, mechanical or electric records or representations of any kind (including without limitation, tapes, cassettes, discs and recordings), together with attachments and annotations thereto.

D. The term "identify", when used in reference to any natural person shall mean to state the person's full name, all known aliases, present or last known business and home addresses, and present or last known position and business affiliation at the time or times in question.

E. The term "identify", when used with respect to any other person, shall mean to give the person's official, legal and formal name and/or the name under which the person acts or conducts business; the address of the person's place of business, profession, commerce or home; and the identity of the person's principal or chief executive officer or person who occupies the position most closely analogous to a chief executive.

F. The term "identify", when used in reference to any documents or written communication, shall mean the following: state the date, title, type (e.g., memorandum, letter), number of pages, identity of each author and addressee, if any, and the substance thereof, to identify its last known custodian and location; to state the exhibit number of the document if it has been marked during the course of a court proceeding and with respect to any payments, the date, check number, amount, and the name of the drawer. In the event that it is claimed that any pertinent document is privileged, each privileged

writing should be fully identified, except that the substance thereof need not be described to the extent that it is claimed to constitute privileged matter.

G. The term "identify", when used in reference to an oral communication, shall mean the following: identify each person participating therein; state the date and place thereof; state the substance of what each person said; and identify each document prepared for or received for, during or after the communication referred to the matter therein discussed.

H. "Person" shall mean any natural person, corporation, partnership, firm, trust, group, association or other organization, group of natural persons or other entity of any nature whatsoever and all present and former officers, directors, agents, employees, attorneys and others acting or purporting to act on behalf of such natural person, partnership, corporation or other entity and where appropriate, the use of the singular includes the plural and the use of the plural includes the singular.

I. "Relating to" or "relate(s) to" shall mean the following: constitutes, refers to, relates to, concerns, reflects or any manner of describing the subject matter of the request, whether directly or indirectly.

J. The word Defendant shall mean Vida E. Bloom, and also the Defendant's agents, representatives, attorneys and all other persons and entities acting on behalf of the Defendant.

#### Rules of Construction

In construing these Interrogatories:

- A. The singular shall include the plural and the plural shall include the singular.
- B. A masculine, feminine or neuter pronoun shall not exclude other genders.
- C. The past tense includes the present tense where the meaning is not distorted by a change of time.
- D. "Or" shall be construed either conjunctively or disjunctively to bring within the scope of these Interrogatories any information which might otherwise be construed outside their scope.
- E. Unless otherwise specified, the questions are directed to the "time" of service of these attachment Interrogatories and to all "time" subsequent thereto.
- F. Each Interrogatory and sub-part is to be deemed severable. If objection is made to answering any Interrogatory or sub-part thereof, the remainder should be answered.

- G. The Defendants answers are not limited by the space provided. Attach additional sheets referencing your answers to each Interrogatory as needed.

### INTERROGATORIES

1. REAL ESTATE: State whether the Defendant has an ownership or other interest in any real estate anywhere in the United States. If so, set forth a brief description thereof, including the following: structure and lot size and type of construction; location, including the state, county, and municipality; volume and page number of the official record thereof; and state further whether the Defendant owns said real estate solely or together with any other person or persons and indicate their full name(s) and address(es). State the current value of any such property and the basis for the valuation (estimate, tax assessment, appraisal, etc.). If any of the above properties are mortgaged, identify the name and addresses of lender, the date and amount of the mortgage, where it is recorded, the monthly payments and the balance now due. Also, state the purchase date, purchase price and the name of the party from whom the property was purchased.

2. TRANSFERS OF REAL ESTATE: In the six years preceding the date of these Interrogatories, state whether the Defendant has transferred any real property either by sale, gift, exchange, or otherwise. If so, provide a description of the property so transferred, the method or manner of transfer, the name of the person, firm or other entity to whom transferred, the consideration or amount received by the Defendant and the time and place of the transfer.

3. TRANSFERRED ASSETS AND GIFTS: If in the preceding six years, the Defendant has transferred any assets (real property, personal property, chose in action), not covered by the immediately preceding Interrogatory, to any person, and/or, if the Defendant has given any gift valued at more than \$250.00, of any asset, including money, to any person; set forth, in detail, a description of the property, the type of transaction, and the name and address of the transferee or recipient.

4. AGREEMENTS: State whether the Defendant has any agreements involving the purchase of any real estate anywhere in the United States. If so, identify with whom this agreement is made, and state whether or not any persons are joined with the Defendant in the agreement. Supply full names and addresses of all parties concerned. If the said agreement is recorded, describe the state and county of recordation, with volume and page numbers.

5. ACCOUNTS RECEIVABLE. DEBTS. NOTES & JUDGMENTS: State the names and addresses of any and all persons whom the Defendant believes owes the Defendant money and set forth in detail the amount of money owed, the terms of payment and whether or not the Defendant has written evidence of this indebtedness, and if so, the location thereof. Also state if the matter is in litigation, and if so give full details. If the Defendant holds Mortgages or Judgments as security for any of these debts, describe where and when such was recorded or entered; and the County, Book, Page Number and Term where recorded. If the Defendant holds this Judgment or Mortgage jointly with any other person or persons, state their full name and address.

6. INSURANCE: State whether the Defendant is the owner of any life insurance contracts. If so, identify the persons whose lives are so insured, the serial or policy number or numbers of said contracts, the face amount, the exact name and address of the insurance companies, the named beneficiary or beneficiaries and their present address. If the Defendant owns this insurance jointly with any other person or persons, state their full name and address. State whether such policies are term, whole life or some other type of policy. State also whether such policies have any cash value and whether there exist any loans against such policies and, if so, state all amounts.

7. GOVERNMENT MUNICIPAL OR CORPORATE BONDS: State whether the Defendant owns individually or jointly any corporate or governmental bonds. If so, include the face amount, serial numbers and maturity dates and state the present location thereof. If the Defendant owns any of these Bonds jointly with any other person or persons, state their full name and address.

8. SHARES OR INTEREST: State whether the Defendant owns any stocks, shares or interest in any corporation, or unincorporated association or partnership interest, limited or general and state the location thereof. Include the names and addresses of the organizations and the serial numbers of the shares or stocks. If the Defendant owns any of the stocks, shares or interest jointly with any other person or persons, state their full name and address.

9. DEPOSITORY ACCOUNTS: State whether the Defendant maintains any checking, savings, or other depository accounts. If so, state the name and location of the depository institution and the branch or branches thereof, the identification numbers of those accounts, and the amount or amounts the Defendant has in each account. If the Defendant maintains any of these accounts jointly with another person, state their name and address.

10. SAFETY DEPOSIT BOXES: State whether the Defendant maintains any safety deposit box or boxes. If so, include the name of the institution, branch or branches, and the identification number or other designation of the box or boxes. Include a full description of the contents and also the amount of cash among those contents. If the Defendant maintains any of these jointly with another person, state their full name and address.

11. PERSONAL PROPERTY: State whether the Defendant owns any personal property. Include a full description of all machinery, equipment, inventory, furniture, fixtures, furnishings and any other items of personal property with full description, giving full value and present location. State also whether or not there are any encumbrances or liens on that property and if so, the name and address of the encumbrance or lien holder, the present balance owing on that encumbrance and the transaction which gave rise to the existence of the encumbrance. State where and when the encumbrance or lien was recorded. If the Defendant owns any personal property jointly with any other person or persons, state their full name and address.

12. RENTED PROPERTY: State whether any of the property of the Defendant has been rented or leased to third person or is otherwise in possession of a third person. If so, state the following: full description of the property; name and address of the person, firm, or other entity who has possession of the property; circumstances and reason why the property is in possession of the third person; consideration or payment received by the Defendant; and the name and address of the person who receives the rents or other consideration on behalf of the Defendant.

13. MOTOR VEHICLES: State whether the Defendant owns or has any rights in any motor vehicles. Include a full description of each such motor vehicle including color, model, and title number, serial number and registration plate number. Provide the name or names in which each motor vehicle is registered, the present value of each motor vehicle and their present location and place of regular storage, garaging or parking. Further state whether or not there are any encumbrances on said motor vehicles and if so, provide the name and address of the encumbrance holder, the date of the encumbrance, the original amount of that encumbrance, the present balance of the encumbrance and the transaction which gave rise to the existence of the encumbrance. If not owned, state the extent of the Defendant's rights in and to such vehicles.

14. OTHER ASSETS: If the Defendant has an ownership interest in, possession of, or any other interest in any assets, claims or accounts receivables which are not disclosed in the preceding Interrogatories, please set forth all details concerning the same.

15. Identify the Defendant's Social Security Numbers and Pennsylvania (or other state) motor vehicle operator's license number(s).

16. State whether the Defendant is presently employed. If so, identify the name, address and telephone number of any such employer.

17. State whether the Defendant has filed any state or federal income tax returns for the most current tax year and for each of the three immediately preceding years. If so, attach copies of all such returns to the Defendant's Answers to Interrogatories.

LEONARD TILLERY & SCIOLLA, LLP

BY: JEFFREY R. BRENNER, ESQUIRE  
Attorneys for Plaintiff

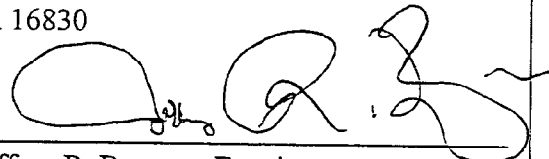
DATE: November 30, 2000

**CERTIFICATION OF SERVICE**

I, Jeffrey R. Brenner, Esquire, hereby certify that I caused the attached of Post Judgment Interrogatories of Plaintiff, Conseco Finance Consumer Discount Company, Addressed to Defendant, Vida E. Bloom, to be served by mailing same by first class mail, postage pre-paid on December 1, 2000 to each of the counsel and/or parties identified below at the addresses following their respective names:

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830

  
\_\_\_\_\_  
Jeffrey R. Brenner, Esquire

Dated: December 1, 2000

**VERIFICATION**

I, \_\_\_\_\_, verify that the facts set forth in the foregoing **ANSWER TO POST JUDGMENT INTERROGATORIES ADDRESSED TO DEFENDANT VIDA E. BLOOM** are true and correct to the best of my knowledge, information and belief. This Verification is made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

DATE: \_\_\_\_\_

Signature

Present Address: \_\_\_\_\_

Present Telephone Number: \_\_\_\_\_



LEONARD  
TILLERY &  
SCIOLLA, LLP  
ATTORNEYS AT LAW

John J. Leonard  
M. Kelly Tillery \*\*  
Gregory E. Sciolla \*  
Hugh J. Hutchison  
Keith N. Leonard \*  
Michael V. Tinari \*  
David J. Shannon \*  
Heather E. Rosen \*  
Gregory C. DiCarlo \*  
Lisa A. Lori \*  
Heidi E. Anderson \*  
Jeffrey R. Brenner\*

\* Also admitted in New Jersey  
\* Also admitted in New York  
\*\* Proctor in Admiralty

1515 Market Street  
Suite 1800  
Philadelphia, Pennsylvania 19102  
(215) 567-1530  
Fax: (215) 564-4611

Moorestown, New Jersey  
(856) 273-6679  
Northeast Philadelphia  
(215) 338-7444

[www.leonardtillery.com](http://www.leonardtillery.com)

January 2, 2001

**ADDRESS CORRECTION REQUESTED**

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830

Re: Consecro Finance Consumer Discount Company vs. Kenneth Sr. and Vida Bloom  
Consecro Finance Account No. 73320955  
CCP, Clearfield County, Pa., August Term, No: 981  
Our File # 2661-25

Dear Mrs. Bloom:

According to my records, your answers to Plaintiff's Post Judgment Interrogatories in the above action are now overdue. Kindly provide answers to same immediately so that I do not have to take further action to compel your answers.

Should you have any questions with regard to the above, please do not hesitate to contact me.

Very truly yours,



Jeffrey R. Brenner

JRB:paw



ALL-STATE LEGAL 800-222-0510 EDS11 RECYCLED

C

**LEONARD  
TILLERY &  
SCIOLLA, LLP**  
ATTORNEYS AT LAW

John J. Leonard  
M. Kelly Tillery \*\*  
Gregory E. Sciollo \*†  
Hugh J. Hutchison  
Keith N. Leonard \*  
Michael V. Tinari \*  
David J. Shannon \*  
Michael E. Ellery \*  
Gregory C. DiCarlo \*  
Lisa A. Lori \*  
Heidi E. Anderson \*  
Jeffrey R. Brenner\*

\* Also admitted in New Jersey  
† Also admitted in New York  
\*\* Proctor in Admiralty

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Suite 1800  
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Fax: (215) 564-4611

LTS Building  
Moorestown, New Jersey  
(856) 273-6679  
Northeast Philadelphia  
(215) 338-7444

www.leonardtillery.com

March 27, 2001

**ADDRESS CORRECTION REQUESTED**

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830

Re: Conseco Finance Consumer Discount Company vs. Kenneth Sr. and Vida Bloom  
Conseco Finance Account No. 73320955  
CCP, Clearfield County, Pa., August Term, No: 981  
Our File #2661-25


Dear Mrs. Bloom:

I still have not received your responses to Plaintiff's Post Judgment Interrogatories, which were sent to you on December 1, 2000. You had thirty (30) days from that date to provide full answers to these requests.

I must therefore request that you send me the answers to Plaintiff's Post Judgment Interrogatories within seven (7) days of the date of this letter. Unless I receive your responses by that time, I shall have no alternative but to proceed with a Motion to Compel such discovery as well as seek any additional relief (including sanctions) as may be provided by the Pennsylvania Rules of Civil Procedure.

If you wish to discuss this matter further, please do not hesitate to contact me.

Sincerely,



Jeffrey R. Brenner

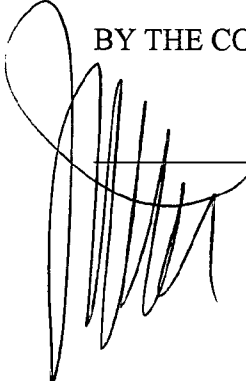
JRB/pac



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

COURT ADMINISTRATOR  
Clearfield County Courthouse  
Second & Market Streets  
Clearfield, PA 16830  
(814) 765-2641, Ext. 50-51

BY THE COURT,

A large, stylized handwritten signature in black ink, consisting of several vertical strokes and a large loop at the top.

J.

FILED

10:00  
APR 12 2001

2 cc -

Leonard  
Brenner

William A. Shaw  
Prothonotary

*[Signature]*

LEONARD, TILLERY & SCIOLLA, LLP  
BY: KEITH N. LEONARD, ESQUIRE  
JEFFREY R. BRENNER, ESQUIRE  
ATTORNEY NOS. 32963 and 85192  
1515 Market Street, 18th Floor  
Philadelphia, PA 19102  
Telephone: (215) 567-1530

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

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

Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company

Plaintiff

vs.

Kenneth L. Bloom, Sr., and  
Vida E. Bloom

Defendants.

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: NO. 00 - 981 - CD  
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: CIVIL ACTION  
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:  
: AFFIDAVIT/CERTIFICATION  
: OF SERVICE PURSUANT TO  
: 46 J. D. R. C. P. 206(G)  
:  
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:

I, Jeffrey R. Brenner, Esquire, hereby certify that I caused true and correct copies of the Motion of Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, to Compel Defendant, Vida E. Bloom to Serve Full and Complete Answers to Plaintiff's Post Judgment Interrogatories and for Sanctions (the "Motion"), Plaintiff's Memorandum of Law in Support of the Motion, proposed Order; Rule to Show Cause issued by the Court and this Affidavit/Certification of Service to be served by mailing same by first class mail, address correction requested, postage pre-paid on April 17, 2001 to each of the counsel and/or parties identified below at the addresses following their respective names:

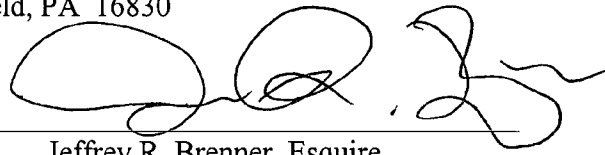
**FILED**

APR 20 2001

William A. Shaw  
Prothonotary

Kenneth L. Bloom, Sr.  
RR 1, Box 406  
Clearfield, PA 16830

Vida E. Bloom  
RR 1, Box 406  
Clearfield, PA 16830



Jeffrey R. Brenner, Esquire

Dated: April 17, 2001

FILED

APR 20 2001

11:00 AM

William A. Shaw  
Prothonotary

*[Handwritten signature]*

*[Handwritten mark]*

Attorneys for Plaintiff,  
Conseco Finance Consumer  
Discount Company

**Conseco Finance Consumer  
Discount Company f/k/a  
Green Tree Consumer Discount Company**

Plaintiff

: CIVIL ACTION

**FILED**

JUL 05 2001

Defendants.

**William A. Shaw**  
Prothonotary

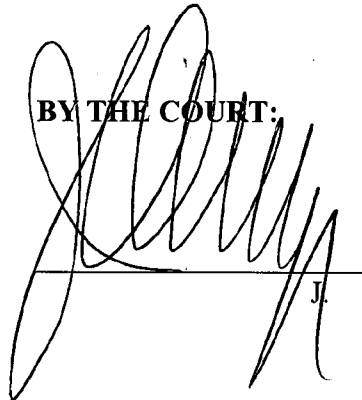
AND NOW, upon consideration of the Motion of Plaintiff, Conseco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company, to Compel Defendant to Serve Full and Complete Answers to Plaintiff's Post Judgment Interrogatories and for Sanctions (the "Motion") and documents submitted by Plaintiff in support thereof, and any papers filed in opposition thereto by the Defendant, Vida E. Bloom and after argument, good cause having been shown;

IT IS on this 5th day of July, 2001,

**ORDERED AND DECREED** as follows:

1. The Motion of Plaintiff, Conesco Finance Consumer Discount Company f/k/a Green Tree Consumer Discount Company ("Plaintiff") is hereby GRANTED.
2. Defendant, Vida E. Bloom, is hereby required to, within twenty (20) days of the date of this Order, serve Plaintiff with full, discrete and complete answers (with no objections) to Plaintiff's Post Judgment Interrogatories, or suffer further sanctions as determined by this Court upon motion of Plaintiff.
3. Defendant, Vida E. Bloom, is required to pay Plaintiff's expenses, including attorney's fees, incurred in having to prepare and prosecute their Motion, in an amount to be determined by further Order of this Court upon submission by Plaintiff's counsel of a verified itemization of such fees and costs in support of the amount thereof claimed by Plaintiff.

**BY THE COURT:**



J.

FILED

FILED JUL 05 2001  
JUL 01 01/2001  
William A. Shaw  
Prothonotary  
city leonard

## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2000-00981-CD

Conseco Finance Consumer Disc. Co.  
Green Tree Consumer Disc. Co.

Vs.

Kenneth Lynn Bloom Sr.  
Vida Eleanor Bloom

**FILED**

5 FEB 01 2012

William A. Shaw  
Prothonotary/Clerk of Courts

To All Parties and Counsel:

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

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

Please note: This termination notice relates only to the action of Conseco Finance Consumer Disc. Co. and Green Tree Consumer Disc. Co. against Kenneth Lynn Bloom, Sr. as the case against Vida E. Bloom has been previously disposed

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

By the Court,

*F. Cortez Bell, III*

F. Cortez Bell, III, Esq.  
Court Administrator

Brenner

Leonard

Def-Kenneth Bloom

**FILED**

FEB 01 2012

William A. Shaw  
Prothonotary/Clerk of Courts

William A. Shaw  
Prothonotary/Clerk of Courts  
PO Box 549  
Clearfield, PA 16830

FILED

FEB 14 2012  
3:00 PM

William A. Shaw  
Prothonotary/Clerk of Courts

Kenneth L. Bloom, Sr.  
PO Box 532  
Hyde, PA 16843

NIXIE 152 SE 1 00 02/08/12

RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

BC: 168300549 \*1173-00098-01-33

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02/01/2012

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## Notice of Proposed Termination of Court Case

February 1, 2012

RE: 2000-00981-CD

Conseco Finance Consumer Disc. Co.  
Green Tree Consumer Disc. Co.

Vs.

Kenneth Lynn Bloom Sr.  
Vida Eleanor Bloom

To All Parties and Counsel:

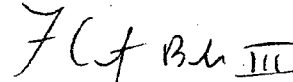
Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

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

Please note: This termination notice relates only to the action of Conseco Finance Consumer Disc. Co. and Green Tree Consumer Disc. Co. against Kenneth Lynn Bloom, Sr. as the case against Vida E. Bloom has been previously disposed

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

By the Court,

A handwritten signature in black ink, appearing to read "F. Cortez Bell, III".

F. Cortez Bell, III, Esq.  
Court Administrator

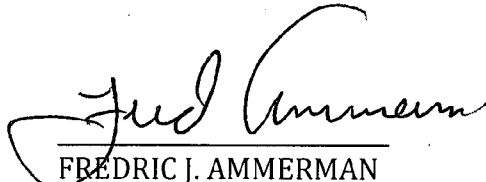
**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION**

CONSECO FINANCE CONSUMER DISCOUNT CO.,	*	NO. 2000-981-CD
GREEN TREE CONSUMER DISCOUNT CO.,	*	
Plaintiffs	*	
vs.	*	
KENNETH LYNN BLOOM and VIDA ELEANOR BLOOM,	*	
Defendants	*	

**ORDER**

NOW, this 28<sup>th</sup> day of February, 2013, upon the Court's review of the record, with the Court noting from the docket there has been no activity in the case since July 5, 2001, and that a Notice of Proposed Termination of Court Case had been mailed to the parties February 1, 2012 with no response having been received, pursuant to the provisions of Rule of Judicial Administration 1901 the case is hereby DISMISSED for inactivity. The Prothonotary shall code the case in Full Court as Z-1901A.

BY THE COURT,

  
FREDRIC J. AMMERMAN  
President Judge

5  
**FILED**  
01 8:30 am  
MAR 4 2013  
William A. Shaw  
Prothonotary/Clerk of Courts

ICC Atty  
J. Brenner