

400-1018-CD
ZACHERL MOTOR TRUCK SALES, INC. -vs- ROY R. RALSTON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

(14) ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
: :
-vs- : Docket No. 00-1018-CD
: :
(81) ROY R. RALSTON, :
Defendant :
: :

Type of Pleading:
STATEMENT OF OBJECTION

Filed on Behalf of:
DEFENDANT: Roy R. Ralston

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

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

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

FILED

AUG 18 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No.
: :
ROY R. RALSTON, :
Defendant :
:

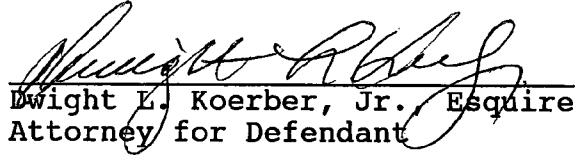
STATEMENT OF OBJECTION

TO THE PROTHONOTARY:

Enter objection to the Notice of Levy dated August 9, 2000, concerning the civil action filed to Docket No. CV-0000104-00 in Magisterial District No. 46-3-02. Pursuant to Pa.R.C.P.D.J. No. 413, objection is made on the ground that levy is illegal.

8/18/00

DATE


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant

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

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No.
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ROY R. RALSTON, :
Defendant :
:

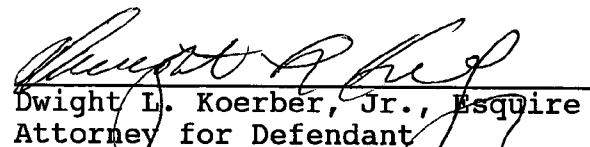
CERTIFICATE OF SERVICE

I certify that on the 18th day of August, 2000, my office mailed true and correct copies of the within Statement of Objection to the following individuals:

Hon. Richard A. Ireland
District Court 46-3-02
650 Leonard Street
Clearfield, PA 16830

Zacherl Motor Truck Sales, Inc.
1224 South Second Street
P. O. Box 1435
Clearfield, Pennsylvania 16830

Louis P. Radminski, Constable
607 Centre Street
Curwensville, PA 16833


Dwight L. Koerber, Jr., Esquire
Attorney for Defendant

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

ZACHERL MOTOR TRUCK SALES, INC.,
PLAINTIFF

-VS-

ROY R. RALSTON,
DEFENDANT

DOCKET NO.

STATEMENT OF OBJECTION

ED
O/3.05pm pd. go right
AUG 18 2000
William A. Shaw
Prothonotary
Docket Ad.

Law Office

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No. 00-1018-CD
: :
ROY R. RALSTON, :
Defendant :
:

Type of Pleading:
PETITION TO OPEN JUDGMENT,
STRIKE JUDGMENT, AND FOR STAY
OF EXECUTION PROCEEDING

Filed on Behalf of:
DEFENDANT: Roy Robert Ralston

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

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

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

FILED
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APR 21 2000 EK
William A. Shaw
Prothonotary

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

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No. 00-1018-CD
: :
ROY R. RALSTON, :
Defendant :
:

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 Petition, you must take action by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you within Twenty (20) days. 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 relief claimed by the Petitioner or Movant. You may lose rights important to you.

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ZACHERL MOTOR TRUCK SALES, INC.,	:	
Plaintiff	:	
	:	
-vs-	:	Docket No. 00-1018-CD
	:	
ROY R. RALSTON,	:	
Defendant	:	

PETITION TO OPEN JUDGMENT, STRIKE JUDGMENT, AND
FOR STAY OF EXECUTION PROCEEDING

NOW COMES, ROY R. RALSTON, Defendant, in the above-captioned matter by and through his attorney, Dwight L. Koerber, Jr., Esquire, and avers as follows:

1. Petitioner is ROY R. RALSTON, Defendant, who resides at R. R. 1, Box 684 E, Osceola Mills, Pennsylvania 16666.
2. Respondent is ZACHERL MOTOR TRUCK SALES, INC., Plaintiff, who has a truck dealership business located at 1224 South Second Street, P. O. Box 1435, Clearfield, Pennsylvania 16830.
3. Petitioner owns a 1996 International Truck which he purchased from Clearfield Equipment Company, which is the predecessor in interest of Respondent. The said truck is covered by a 500,000 mile/5-year warranty on all major components on the equipment.
4. Attached hereto as Appendix A is a true and correct copy of the warranty in question. As successor in interest to Clearfield

Equipment Company, Respondent is responsible for honoring and fulfilling the terms of the said warranty.

5. The existence of the 500,000 mile/5-year warranty was a major inducement for Petitioner in his decision to purchase said truck.

6. In approximately October of 1999, Petitioner experienced problems in the rear end/differential of his truck, and took it to Respondent's shop in Clearfield, Pennsylvania in order to have work done.

7. Petitioner was informed by Respondent that the rear end was a warranty item, and left the truck at Respondent's shop in order to have the warranty work performed.

8. Petitioner was confident that the warranty would be properly honored, because he had the specifications for the said truck, including the engine, rear end, and differential calculated and selected by Respondent.

9. After the work on the rear end was performed, Petitioner was informed that the warranty would not be honored. Respondent initiated litigation before District Justice Ireland in an effort to collect the charges for the warranty work. When Petitioner was served with a copy of the notice that the proceeding had been initiated, he called the owner of Respondent, an individual believed to be named Don Zacherl, and asked him what it was all about.

Petition explained that action had be taken against him to collect charges that he was assured would be covered by the warranty that was in place.

10. Respondent, through its owner, Don Zacherl, assured Petitioner that the matter would be worked out and that Petitioner should not worry about the legal proceedings brought against him.

11. Attached hereto as Appendix B is a true and correct copy of an Affidavit from Petitioner setting forth greater details in this regard.

12. Petitioner relied upon the representations of Respondent and did not enter any type of appearance or opposition to the legal proceeding before District Justice Ireland, because he had been assured that matters would be worked out.

13. Because of the assurances give, Petitioner did not present meritorious defenses that he would have otherwise presented. In addition, Petition avers and hereby states that he was never served with a copy of the actual Judgment that was entered against him, giving him further reason to believe that the matter had been resolved and that the situation was being worked out as Respondent had assured him it would be.

14. The circumstances here show that the subject Judgment entered before the District Justice was entered as a result of a misrepresentation made to Petitioner, a misrepresentation that Petitioner justifiably relied upon under the circumstances.

15. Petitioner submits that he has a meritorious defense to enable him to reopen and strike the Judgment in question.

16. Petitioner also seeks to reopen the Judgment in question because he was not served with a copy of the notice that judgment had been entered, thereby further depriving him of the opportunity to assert his legal rights and to insist that the merits of the case would be considered in a legal proceeding.

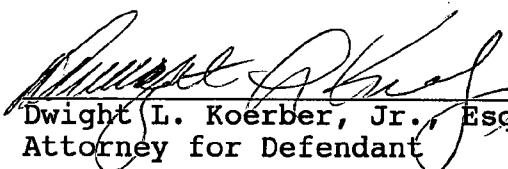
17. As matters now stand, Respondent has filed a levy upon the tractor trailer unit owned by Petitioner, and Petitioner has objection to that levy, alleging that the levy is illegal.

18. It is Petitioner's position that the levy is illegal because the underlying Judgment was obtained through a misrepresentation and that notice of it was not properly served upon him.

19. Petitioner seeks to have the underlying Judgment reopened, to have it stricken, because of the meritorious defense that he has, as set forth in this Petition and in the attached Affidavit.

WHEREFORE, Petitioner requests that the Judgment be reopened and/or stricken and that an indefinite stay be granted, pending final disposition of the said proceeding on its merits.

Respectfully submitted:



Dwight L. Koerber, Jr., Esquire
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No. 00-1018-CD
: :
ROY R. RALSTON, :
Defendant :
:

CERTIFICATE OF SERVICE

This is to certify that on the 21st day of August, 2000, the undersigned served via U.S. First Class Mail a true and correct copy of the foregoing **Petition to Open Judgment, to Strike Judgment, and for Stay of Execution Proceeding** in the above-captioned matter upon the following:

Zacherl Motor Truck Sales, Inc.,
1224 South Second Street
P. O. Box 1435
Clearfield, PA 16830

Hon. Richard A. Ireland
District Court 46-3-02
650 Leonard Street
Clearfield, PA 16830



Dwight L. Koerber, Jr., Esquire
Attorney for Petitioner/Defendant

VERIFICATION

I certify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



Roy R. Ralston
DATE: August 16, 2000

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ZACHERL MOTOR TRUCK SALES, INC.,	:	
Plaintiff	:	
	:	
-vs-	:	Docket No. 00-1018-CD
	:	
ROY R. RALSTON,	:	
Defendant	:	

**AFFIDAVIT IN SUPPORT OF PETITION
TO OPEN JUDGMENT, TO STRIKE JUDGMENT, AND FOR
STAY OF EXECUTION PROCEEDING**

My name is ROY R. RALSTON. I reside at R. R. 1, Box 684 E, Osceola Mills, Pennsylvania 16666.

I am presenting this Affidavit to explain why I did not defend the legal proceedings which ZACHERL MOTOR TRUCK SALES, INC., brought against me in a Complaint filed before District Justice Ireland.

Attached hereto as Appendix A is a copy the Notice that was sent to me. My wife picked up the Notice on March 16, 2000. She then gave it to me. I was very upset because it involved a situation with ZACHERL MOTOR TRUCK SALES, INC., where warranty work was done on my truck and I was being improperly charged.

To the best of my knowledge, it was on March 16, 2000, that I called ZACHERL MOTOR TRUCK SALES, INC. I made a point of speaking with the owner and was informed that his name was Don. I believe it was Don Zackerl. The telephone number I called was 1-800-832-8580.

I got that telephone number from a person who I believe is named Glenn, the shop foreman at the Clearfield office for ZACHERL MOTOR TRUCK SALES, INC. He gave me that number because he is the person who helped arrange for the work to be originally done on my truck and he is the person who had previously assured me that it was covered by warranty.

When I called Don, and I assume his last name is Zackerl, I told him that I had just been served with a Notice and that it pertained to the warranty work that should have been covered for the replacement of the rear end of my truck. I told him the year of the truck and when I purchased it and he agreed that this should be a warranty item. At that point, he told me not to worry about it and explained that he had a special relationship with the Warranty Board, either because he was on it or because he knew someone on it. He told me that he would get it taken care of. He very clearly told me not to worry and said that he would get back with me.

I relied on what Don told me. If he had in any way told me that I should be concerned, I would have gotten an attorney. In fact, he emphasized to me that I should not worry, and explained that he had lots of papers like the kind that were served upon me and indicated that it was not something to worry about. Because these comments were made so clearly to me and because I was led to believe he was the owner of the company, I relied upon him at his word.

One of the things that I first told Don when I spoke with him was that I was not going to pay for the charges because it was not right. He told me not to worry about it and said we'll work this out. I relied upon his word when he said that.

Besides relying upon Don, I was very much influenced by the fact that I knew this should be a warranty item. Thus, I was sure that I was right and was further assured by the owner that I should not worry. I believe I was justified in relying upon him under these circumstances.

Because of the very definite assurances given to me by Don, I did not get involved in trying to answer the Complaint filed with the District Justice. In fact, I did nothing further, because I was waiting for him to get back in touch with me.

With respect to the type of documents that were served on me, from the District Court proceeding in CV-0000104-00, the only thing that I have any record of having is the Notice of the original hearing, which I received just before Don (Zackerl) told me that I should not worry, and the Notice of Execution Sale which the Constable served upon me. If something else had been served upon me, I would have taken it to an attorney. I am mentioning all of this because my attorney tells me that I should have been served with a copy of the Notice of Judgment that was entered. I never received that type of notice and never had an opportunity to file an appeal to it because of that. This lack of notice, however, is secondary to

the fact that Don told me not to worry about, because I relied upon his assurances that he would work things out.

I had no idea that there were legal proceedings that I should be worried about until a Notice of Execution Sale was served upon me. This was given to me on or about August 9, 2000.

If I had gone to the hearing in this case, I believe I would have been able to show that there was no basis at all for ZACHERL MOTOR TRUCKING SALES, INC., to try to collect against me. First of all, I wish to point out that there is a clear warranty in effect. Attached hereto as Appendix B is a copy of the warranty slip that was given to me when I purchased my 1996 International truck. This is the truck that the repair work was done that should have been covered by the warranty. This is the truck that led to the law suit that I believe was improperly filed against me.

I originally purchased my truck from Clearfield Equipment Company, which was later acquired by ZACHERL MOTOR TRUCK SALES, INC. I would like to emphasize that at no time when I purchased the truck did anyone tell me that there was anything other than a clear 500,000 mile/5-year warranty on all major components, including the rear end. After the warranty claim has been made, I am hearing for the first time that there is a warranty with Rockwell Manufacturing and that Rockwell Manufacturing is not honoring the claim. When I purchased the truck, I never had a warranty with Rockwell Manufacturing and do

not consider any restrictions or limitations that Rockwell might impose as pertaining to my warranty.

Throughout the time that I have driven my truck, I have been careful and attentive to it. I believe it is safe to say that I actually "baby" my truck, as it is very important to me. I absolutely never did anything to abuse the rear end or to put a special "shock load" on it by the way I drove it. In fact, the first time I ever heard of a "shock load" problem was when Rockwell states that the warranty would not be honored. I mention this background information because I believe there is no basis for any claim that I did anything to neglect or abuse my truck.

I would like to explain the circumstances under which I took my truck to ZACHERL MOTOR TRUCK SALES, INC., to have the repair work done. I met with the shop foreman name Glenn who told me that it was a warranty item and that there should be no problem at all. He then arranged for the rear end to be taken out and to have a new rear end installed. They did not even check into the matter of possibly repairing the rear end, taking that position because they were so certain it was a warranty item. If they had at any time told me there was some question as to whether the warranty covered it, I would have insisted that they look at the rear end itself and see what type of repairs were possible. Since they made the decision to send it away for warranty, and since they never told me that there

was any question at all as to whether it would be covered, I followed the direction that they took in having the work done.

When I picked up the truck after the rear end was fixed, ZACHERL MOTOR TRUCK SALES, INC, readily gave it to me and never told me there was any question to as whether the warranty covered it. This did not surprise me because that was exactly what my understanding was. I was informed that it was a warranty item.

I would like to point out that when I did receive notice that the warranty was denied, I asked them to give me the rear end that they had taken out. I wanted to get it because I questioned whether they really properly processed it for warranty coverage. They told me that they could not find the rear end and had no idea where it was.

As a final point, I would like to indicate that after this warranty problem with the rear end came to my attention, I did some checking around and learned that some other International Truck rear ends had problems because of the size of the rear end that was installed with the size of the engine in my truck. Simply stated, I hear that my truck engine is considered to be too powerful to handle the rear end that was installed. I in no way made the decision to pick that engine and that rear end, but instead relied upon the Clearfield Equipment Company, the seller of the truck, to give me something that would operate properly. When they specified that engine and transmission, along with the 500,000 mile/5-year warranty,

I decided I would purchase the truck from them. In fact, the salesman that worked at Clearfield Equipment Company--John Crago--specked out the engine and the transmission, putting together the combination of specifications that it was decided was best for me.

I am asking that this judgment against me be reopened and that a hearing be scheduled so that I can show that it was entirely improper to enter a judgment against me. If Don (Zackerl) had not informed me not to worry, I would have definitely raised all of the points outlined in this Affidavit through an attorney and would have shown that ZACHERL MOTOR TRUCK SALES, INC., were wrong in trying to collect money against me for the work that should have been covered by the warranty.

VERIFICATION

I certify that the statements made in the foregoing document are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Roy R. Ralston
Roy R. Ralston

DATE: August 16, 2000

APPENDIX A

Attached herewith is a copy of the Notice to Defendant.

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

ROY R. RALSTON
RR1, BOX 684-E
OSCEOLA MILLS, PA 16666

**CIVIL ACTION
HEARING NOTICE**

PLAINTIFF:

ZACHERL MOTOR TRUCK SALES
1224 S SECOND STREET
PO BOX 1435
CLEARFIELD, PA 16830

NAME and ADDRESS

DEFENDANT:

RALSTON, ROY ROBERT
RR1, BOX 684-E
OSCEOLA MILLS, PA 16666

NAME and ADDRESS

Docket No.: **CV-0000104-00**
Date Filed: **3/01/00**



A civil complaint has been filed against you in the above captioned case. A hearing has been set in this matter for:

Date:	3/27/00	Place: DISTRICT COURT 46-3-02
Time:	2:00 PM	650 LEONARD STREET CLEARFIELD, PA 16830

NOTICE TO DEFENDANT

If you intend to enter a defense to this complaint, you should so notify this office immediately at the above phone number.

You must appear at the hearing and present your defense. UNLESS YOU DO, JUDGMENT WILL BE ENTERED AGAINST YOU BY DEFAULT.

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

NOTICE TO PLAINTIFF

If the defendant enters a Notice of Intent to Defend, you will be notified of the date and time of the scheduled hearing and must appear.

If you are disabled and require assistance, please contact the Magisterial District office at the address above.

DATE PRINTED: 3/01/00

AOPC 308B-94

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

CIVIL COMPLAINT

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: 650 LEONARD STREET
CLEARFIELD, PA

16830

Telephone: (814) 765-5335

PLAINTIFF:

ZACHERL MOTOR TRUCK SALES
1824 S. SECOND STREET
P.O. BOX 1435
CLEARFIELD, PA 16830

DEFENDANT:

VS.
NAME AND ADDRESS
Roy ROBERT RALSTON
R.R. 1 Box 684-E
OSCEOLA MILLS PA 16666Docket No.: CV 164-00
Date Filed: 3-1-00

	AMOUNT	DATE PAID
FILING COSTS	\$ 97.50	3/1/00
SERVING COSTS	\$ _____	/ /
TOTAL	\$ _____	/ /

TO THE DEFENDANT: The above named plaintiff(s) asks judgment against you for \$ 4,072.12 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

PAST DUE BALANCE ON ACCOUNT.

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

Cathy A. Lumadue
(Signature of Plaintiff or Authorized Agent)

Plaintiff's
Attorney: _____

Address: _____

Telephone: _____

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

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

DEFENDANT INSTRUCTIONS

IF YOU INTEND TO ENTER A DEFENSE TO THIS COMPLAINT YOU MUST NOTIFY THIS COURT IMMEDIATELY.

YOUR NOTICE TO DEFEND MUST BE GIVEN TO THIS COURT AT LEAST FIVE (5) DAYS PRIOR TO THE SCHEDULED HEARING.

IF YOU FAIL TO APPEAR AT THE HEARING, THE HEARING WILL PROCEED WITHOUT YOU AND A DEFAULT JUDGEMENT MAY BE ENTERED AGAINST YOU.

IF YOU SETTLE YOUR CLAIM BEFORE THE HEARING THE PLAINTIFF MUST NOTIFY THIS COURT IN WRITING.

WHEN YOU APPEAR FOR THE HEARING BRING EVERYTHING NECESSARY TO ESTABLISH YOUR DEFENSE, SUCH AS BOOKS, PAPERS, REPAIR BILLS, WITNESSES OR OTHER EXHIBITS. YOU MUST BRING SUFICIENT EVIDENCE TO PROVE YOUR DEFENSE. AS TO BOTH LIABILITY AND DAMAGES.

IT IS IMPORTANT THAT YOU ARRIVE ON TIME FOR YOUR SCHEDULED HEARING.

IF THE DEFENDANT IS GOING TO PAY THE CLAIM IN FULL, PAYMENT MUST BE MADE DIRECTLY TO THE PLAINTIFF.

IF A JUDGEMENT IS ENTERED AGAINST YOU, YOU HAVE 30 DAYS TO ARRANGE PAYMENT WITH THE PLAINTIFF OR FILE AN APPEAL AT THE PROTHONOTARY'S OFFICE IN THE CLEARFIELD COUNTY COURTHOUSE.

APPENDIX B

Attached herewith is a copy of the warranty slip.



LIMITED WARRANTY FOR PREMIUM MODELS 8000 & 9000 SERIES (Including Glider Kits)

CTS-9504A

Effective with
vehicles built
11/1/94 or later

BASIC VEHICLE COVERAGE:

Navistar International*, at its option, will repair or replace any part of this vehicle which proves defective in material and/or workmanship in normal use and service, with new or ReNEWed parts, for the first 12 months from new vehicle delivery date, or for 100,000 Miles (160 000 Km), whichever expiration occurs first. Exceptions are listed below under *What Is Not Covered*.

This warranty is automatically transferred to subsequent owners at no charge.

COMPONENT COVERAGE:

The components described below are given additional warranty coverage of variable time periods and distance travelled limitations, as shown in the *Warranty Coverage Schedule*.

1. Frame Side Rails
2. Cab/Cowl Structure (on-highway applications).
3. The Cab/Cowl is warranted against perforation due to corrosion, except for perforation caused by industrial chemicals and/or corrosion caused by use in a corrosive industrial environment.
4. International* Diesel Engines including Fuel Injection Pump, Electronic Control Modules; excluding attaching accessories, thermostats, and electrical and filtration systems. Nozzles are covered for 24 months/150,000 miles (240 000Km).
5. Main Transmission, Auxiliary Transmission, and Transfer Case Assemblies(except Allison Transmission).
6. Front/Rear Axles, Differential(s), and Housing(s); excluding brakes, wheel ends, axle shafts, controls & attachments.
7. Front Axle Assembly, including I-beam, king pins, bushings, and spindles; excluding brakes and wheel ends.
8. International/Spicer Components (on-highway applications only).

WARRANTY COVERAGE SCHEDULE:

Items Covered	Months	Miles/Km (000)
BASIC VEHICLE COVERAGE		
Basic Vehicle Warranty	12	100/160
COMPONENTS		
Frame Side Rails	60	Unlimited
Cowl Structure	60	Unlimited
Cowl Perforation Corrosion	60	Unlimited
Front Axle Assembly	36	300/480
Transmission	36	300/480
Rear Axle and Differential	36	300/480
ENGINE		
DT 466	24	Unlimited
International 530 Engine	24	Unlimited
SPICER COMPONENTS (On-Highway Tractors Only)		
International/Spicer Components		
International/Spicer Transmissions	60	500/800
International/Spicer Rear Axle and Differential	60	500/800
International/Spicer Front Axle Assembly	60	500/800
International/Spicer Components, If used with Spicer Front & Rear Axles and Transmission:		
Spicer Ceramic Clutch	24	200/320
Spicer Propshaft	24	200/320
International/Spicer Components, If used as part of 5-Part Spicer System:		
International/Spicer 9- or 10- Speed Transmissions	60	750/1200
International/Spicer Rear Axle and Differential	60	750/1200
International/Spicer Front Axle Assembly	60	750/1200

WHAT IS NOT COVERED:

- Items warranted by their respective manufacturers (e.g., non-International brand engines, tires & tubes, Allison Transmissions, lubricants, etc.)
- Vehicles sold and/or operated outside the United States and Canada.
- Maintenance and/or service items/repairs, including tune-ups, brake/clutch lining, windshield wiper blades, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
- Bodies, equipment and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants.
- Repairs to any part of the vehicle subjected to misuse, negligence, improper maintenance, improper operation, or which are the result of an accident.
- Vehicles/engines which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Lubricants beyond the Basic Vehicle Warranty, unless as part of a warrantable failure
- During extended component coverage, seals (excluding wheel seals) and gaskets, beyond 300,000 Miles/480,000 Km.
- Correction of loose fasteners, squeaks, rattles and unusual noises after the first 90 days from Delivery To User (DTU) date.
- Towing and adjustments (e.g., headlights, brake/clutch adjustments, and coolant levels) after the first 90 days from the Delivery To User (DTU) date.
- Replacement of defective parts with parts other than those provided by International Trucks.*
- Front and rear axle alignment.
- Repairs as a result of normal wear and tear.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
- No warranty coverage will be granted if power train, propshaft and suspension sales guidelines are not strictly adhered to by all owners and operators of this vehicle.

OBTAINING SERVICE:

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

DISCLAIMER:

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

X *Roger R. Ralston*
Customer Signature

4-19-96
Date

R.R. BOX 684 E

OSCEOLA MILLS PA 16666
City State/Province Postal Code

Owner's Address

9400 SBA 6x4 Tractor

2H5FHASR5TC047758
Vehicle Identification Number (VIN)

Truck Model

GOV@ 2000 RPM

05EK54552
Engine Serial Number

CAT 34C6 E ELET 475 HP @ 1800 RPM

570
Odometer Reading at Delivery

4-19-96
Date Delivered to User (DTU)

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This Policy should be kept in the vehicle for presentation to the Dealer when you request warranty service.

* Navistar International Transportation Corp., except in Canada where it is Navistar International Corporation, Canada.

PRINTED IN U.S.A.

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

ZACHERL MOTOR TRUCK SALES, INC.,
PLAINTIFF

VS

ROY R. RALSTON,
DEFENDANT

DOCKET NO. 00-1018-CD

PETITION TO OPEN JUDGMENT,
STRIKE JUDGMENT, AND FOR STAY
OF EXECUTION PROCEEDING

Law Office

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

(3)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No. 00-1018-CD
: :
ROY R. RALSTON, :
Defendant :
: :

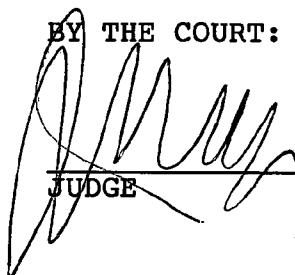
RULE TO SHOW CAUSE

AND NOW, this 21st day of August, 2000, on consideration of the attached Petition, a rule is issued upon Plaintiff to show cause why the Petition should not be granted.

RULE RETURNABLE the 11th day of September, 2000, for written response, all proceedings to stay pending further order of Court.

BY THE COURT:

JUDGE



FILED

AUG 23 2000

William A. Shaw
Prothonotary

FILED

AUG 23 2000
OAG 4cc atty Kowbo
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No. 00-1018-CD
: :
ROY R. RALSTON, :
Defendant : :
: :

Type of Pleading:
CERTIFICATE OF SERVICE

Filed on Behalf of:
DEFENDANT: Roy Robert Ralston

Counsel of Record for
This Party:

LAW OFFICES OF
DWIGHT L. KOERBER, JR.

Dwight L. Koerber, Jr., Esquire
PA I.D. No. 16332

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

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

FILED

AUG 24 2000

William A. Shaw
Prothonotary

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

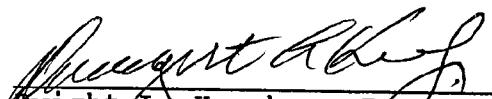
ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: :
-vs- : Docket No. 00-1018-CD
: :
ROY R. RALSTON, :
Defendant :
: :

CERTIFICATE OF SERVICE

I certify that on the 23rd day of August, 2000, I served a
certified copy of the August 22, 2000, Rule Returnable and Petition
to Open Judgment, Strike Judgment, and for Stay of Execution
Proceedings upon the following via United States First Class Mail.

Hon. Richard A. Ireland
District Court 46-3-02
650 Leonard Street
Clearfield, PA 16830

Zacherl Motor Truck Sales, Inc.
1224 South Second Street
P. O. Box 1435
Clearfield, PA 16830



Dwight L. Koerber, Jr., Esquire
Attorney for Defendant

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

ZACHERL MOTOR TRUCK SALES, INC.,
PLAINTIFF

VS

ROY R. RALSTON,
DEFENDANT

DOCKET NO. 00-1018-CD

CERTIFICATE OF SERVICE

FILED

Aug 24 2000
10/2/2000
William A. Shaw
Prothonotary
Koerber

Law Office

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

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

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: No. 00-1018-CD
vs. :
: :
ROY R. RALSTON, :
Defendant : Type of Pleading:
: ANSWER TO PETITION TO
: OPEN JUDGMENT, STRIKE
: JUDGMENT, AND FOR
: STAY OF EXECUTION
: PROCEEDING
: :
: Filed on Behalf of:
: PLAINTIFF
: :
: :
: Attorney of Record for this
: party:
: PETER F. SMITH, ESQUIRE
: Supreme Court No. 34291
: 30 South Second Street
: P.O. Box 130
: Clearfield, PA 16830
: (814) 765-5595
: :
: :

FILED

SEP 11 2000

William A. Shaw
Prothonotary

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

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
: No. 00-1018-CD
vs. :
: :
ROY R. RALSTON, :
Defendant :
:

**ANSWER TO PETITION TO OPEN JUDGMENT, STRIKE JUDGMENT,
AND FOR STAY OF EXECUTION PROCEEDING**

COMES NOW, ZACHERL MOTOR TRUCK SALES, INC. (hereinafter referred to as "Zacherl"), Plaintiff in the above captioned matter, by its Attorney Peter F. Smith and answers the Petition as follows:

1. Admitted.

2. Admitted.

3. Admitted that Petitioner owns the truck, but denied that Petitioner's truck is covered by a 500,000 mile/5 year warranty in this instance as explained in the following paragraph.

4. Denied. Although it is admitted that Plaintiff has attached a partial copy of the warranty in question, he has misconstrued it in his answer and failed to draw the Court's attention to several important provisions which follow:

A. The rear axle and differential are covered by a 36 month/300,000 mile International warranty, both of which have been exceeded in this instance;

B. Items warranted by their respective manufacturers, Rockwell International in this instance, are subject to the warranty offered by the respective manufacturer, as stated on the second page of the warranty attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1 and said warranty coverage is subject to the approval of the respective manufacturer; and,

C. "Repairs to any part of the vehicle subjected to misuse, negligence..." are excluded from the warranty.

Plaintiff attaches to this Answer a true, correct and complete copy of the warranty at issue in this case on which the signature of Plaintiff appears dated April 19, 1996. Said warranty is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 1.

5. Admitted that warranties are attractive inducements to purchasers. Denied that a 500,000/5 year warranty applies in this instance.

6. Admitted and further averred that Petitioner caused additional damage to the differential by driving the truck to Zacherl for repairs after he had already heard noise coming from it. He should have parked the truck and had it towed to Zacherl's facility in Clearfield.

7. Denied, Petitioner was informed that although the repair occurred beyond the term of his warranty, Zacherl Motors would use its best efforts to encourage Rockwell International to repair Petitioner's differential and cover the repair at no cost to Respondent.

8. Denied because Zacherl has no way of knowing Petitioner's state of mind and further denied for the reasons set forth in paragraphs 4, 5, and 7 above.

9. Denied for the following reasons:

A. Petitioner was never promised that the repairs would be covered by warranty, only that Zacherl would use its best efforts to obtain warranty coverage, but if it did not, Petitioner would be responsible for the charges;

B. Having been so informed, Petitioner authorized the repairs;

C. Zacherl kept the Petitioner fully and promptly informed of the status of the discussions with Rockwell International;

D. Petitioner was promptly informed when Rockwell International denied responsibility for the repairs necessary to Petitioner's truck. Attached hereto and incorporated herein by reference is a true and correct copy of a "Product Support Lab Log-In Form." Said report was issued by Rockwell International in November of 1999 and forwarded to Petitioner by Glenn Luce, Zacherl's shop foreman in Clearfield, as shown by his notation at the bottom of the Log-In Form, which is attached hereto and incorporated herein by reference as Plaintiff's Exhibit 2;

E. Petitioner has been sued for unpaid debts in the past and was fully aware of the nature of the proceedings against him by Zacherl before the District Magistrate;

F. Petitioner did speak with Don Kahle, who consistent with Zacherl's prior statements to the Petitioner said only that Zacherl would use its best efforts to obtain warranty coverage;

G. Moreover, the discussion with Mr. Kahle and the denial of warranty coverage occurred in November of 1999 which preceded by over three months the filing of a suit for this unpaid bill before the District Magistrate on March 1, 2000; and,

10. Denied for the reasons set forth in paragraph 9G above.

11. The material allegations in the Petitioner's affidavit are denied for the reasons set forth in paragraphs 3, 4, 5, 6, 9 and 10 above.

12. Denied for the reasons set forth in paragraph 9 above.

13. Denied for the reasons set forth in paragraph 9 above.

Additionally, Zacherl attaches to this Answer and incorporates herein by reference a true, correct and complete copy of proof of service on Petitioner as obtained from the District Magistrate, which is attached hereto and incorporated hereby reference as Plaintiff's Exhibit 3.

14. Denied as conclusions of law and for the reasons set forth above.

15. Denied as conclusions of law and for the reasons set forth above.

16. Denied for the reasons set forth in paragraphs 9 and 13 above.

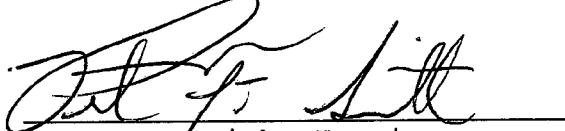
17. Admitted that Zacherl has filed for Writ of Execution before the District Magistrate but denied as conclusion of law that the levy is "illegal."

18. Denied as a conclusion of law and for the reasons set forth in this Answer.

19. Denied as a conclusion of law and for the reasons set forth in this Answer.

WHEREFORE, Zacherl requests that the Petition be dismissed and that Petitioner's request for a Stay of Execution be denied.

Respectfully submitted,


Peter F. Smith, Esquire
Attorney for Plaintiff

Dated: 9/11/00



LIMITED WARRANTY FOR 8000 & 9000 S

(Including Glide)

BASIC VEHICLE COVERAGE:

Navistar International®, at its option, will repair or replace any and/or workmanship in normal use and service, with new or R vehicle delivery date, or for 100,000 Miles (160 000 Km), whichever is earlier. *What Is Not Covered*.

This warranty is automatically transferred to subsequent owner.

COMPONENT COVERAGE:

The components described below are given additional warranties, travelled limitations, as shown in the *Warranty Coverage Schedule*.

1. Frame Side Rails
2. Cab/Cowl Structure (on-highway applications).
3. ~~100000~~ Cab/Cowl is warranted against perforation due to penetration by chemicals and/or corrosion caused by use in a corrosive environment.
4. International® Diesel Engines including Fuel Injection Pump, accessories, thermostats, and electrical and filtration systems (240 000 Km).
5. Main Transmission, Auxiliary Transmission, and Transfer Case.
6. Front/Rear Axles, Differential(s), and Housing(s); excluding attachments.
7. Front Axle Assembly, including I-beam, king pins, bushings.
8. International/Spicer Components (on-highway applications).

WARRANTY COVERAGE SCHEDULE:

Items Covered
BASIC VEHICLE COVERAGE
Basic Vehicle Warranty
COMPONENTS
Frame Side Rails
Cowl Structure
Cowl Perforation Corrosion
Front Axle Assembly
Transmission
Rear Axle and Differential
ENGINE
DT 466
International 530 Engine
SPICER COMPONENTS (On-Highway Tractors Only)
International/Spicer Components
International/Spicer Transmissions
International/Spicer Rear Axle and Differential
International/Spicer Front Axle Assembly
International/Spicer Components, if used with Spicer Front & Rear Axles and Transmission: Spicer Ceramic Clutch Spicer Propshaft
International/Spicer Components, if used as part of 5-Part Spicer System: International/Spicer 8- or 10- Speed Transmissions
International/Spicer Rear Axle and Differential
International/Spicer Front Axle Assembly

ITEM MODELS

CT8-9504A
Effective with
vehicles built
11/1/94 or later

is vehicle which proves defective in material or workmanship in normal use and service, with new or R vehicle delivery date, or for 100,000 Miles (160 000 Km), whichever is earlier. *What Is Not Covered*.

charge.

age of variable time periods and distance

except for perforation caused by industrial environment.

onic Control Modules; excluding attaching zles are covered for 24 months/150,000 miles

mables(except Allison Transmission).
wheel ends, axle shafts, controls &

indles; excluding brakes and wheel ends.

Months	Miles/Km (000)
12	100/160
60	Unlimited
60	Unlimited
60	Unlimited
36	300/480
36	300/480
36	300/480
24	Unlimited
24	Unlimited
80	500/800
80	500/800
80	500/800
24	200/320
24	200/320
80	500/800
80	500/800
80	500/800
60	750/1200
60	750/1200
60	750/1200

WHAT IS NOT COVERED:

- Items warranted by their respective manufacturers (e.g., non-Intel lubricants, etc.)
- Vehicles sold and/or operated outside the United States and Canada
- Maintenance and/or service items/repairs, including tune-ups, or procedures/parts required to keep vehicle in good working condition
- Bodies, equipment and accessories installed by other than authorized manufacturing plants.
- Repairs to any part of the vehicle subjected to misuse, negligence or damage of an accident.
- Vehicles/engines which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or lubricants beyond the Basic Vehicle Warranty, unless as part of a claim for repair.
- During extended component coverage, seals (excluding wheel seals).
- Correction of loose fasteners, squeaks, rattles and unusual noises.
- Towing and adjustments (e.g., headlights, brake/clutch adjustments).
- Replacement of defective parts with parts other than those provided by the manufacturer.
- Front and rear axle alignment.
- Repairs as a result of normal wear and tear.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, or improper polishing, cleaners or washing solutions, or chemical cleaning.
- No warranty coverage will be granted if power train, propshaft and/or rear axle assembly is damaged.

OBTAINING SERVICE:

Return this vehicle to any International Truck Dealer authorized to service International Trucks.

DISCLAIMER:

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS WARRANTY POLICY, THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE EXCLUDED. THE COMPANY FURTHER EXCLUDES LIABILITY FOR THE COMPANY OR SELLER. NO person is authorized to give any of these warranties or to assume any liabilities on the Company's behalf, unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf, unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. In such cases, the law may give you other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following. I have read this Warranty Brochure and fully understand the warranty coverage. I accept the terms described herein.

Roy R. Ralston
Customer Signature

RR1 BOX 684 E
Owner's Address

9400 SBA 6x4 Tractor
Truck Model

CAT 3406 E ELE 475 HP @ 1800 RPM
Engine Model

4-19-96

Date Delivered to User (DTU)

IMPORTANT: The information contained in this Warranty Policy should be kept in the vehicle for reference. International Transportation Corp., except in Canada.

PRINT

CTS-950NA

Brand engines, tires & tubes, Allison Transmissions,

Painting, windshield wiper blades, lubrication and other similar

international Truck employees at International Truck

for maintenance, improper operation, or which are the result

of consequential or incidental damages or expenses.

ble failure

packets, beyond 300,000 Miles/480,000 Km.

first 90 days from Delivery To User (DTU) date.

oilant levels) after the first 90 days from the Delivery To User

International Trucks.

polished surfaces, etc., resulting from environmental causes,

radiation fallout.

sales guidelines are not strictly adhered to by all owners

normal vehicle and engine.

VARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS WARRANTY POLICY. THE COMPANY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE EXCLUDED. THE COMPANY FURTHER EXCLUDES LIABILITY FOR THE COMPANY OR SELLER. NO person is authorized to give any of these warranties or to assume any liabilities on the Company's behalf, unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf, unless made or assumed in writing by the seller.

It allows the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. In such cases, the law may give you other legal rights which may vary by state or province.

e. I acknowledge that I have received a copy of the Owner's

4-19-96
Date

OSCEOLA MILLS PA 16666
City State/Province Postal Code

2H5FHASR5TC047758
Vehicle Identification Number (VIN)

75EK54552
Int'l Serial Number

570
Odometer Reading at Delivery

Indicates the coverage provided on your new International® vehicle.

Ask the Dealer when you request warranty service.

International Transportation Corp., except in Canada.

A.

4/10/88 11:11 AM 208 236 7578
11/10/1993 15101 FR PERITOR AUTO INC

NATIONAL 1393 TO 61908336773-164 P.02 02 002

Norm Astor

PRODUCT SUPPORT

PSL NUMBER:	73	REPC	
OEM:	NAVISTAR	DATE	
MONTH COMPLETED	NOVEMBER	SERIA	
DATE ORDERED:		DATE	
INSPECTED BY:	WESLEY COCK	ACTIV	
DIVISION:	AXLE	VOCA1	
PRODUCT MODEL:	RT40145	DELIV	
PART CODE:	GEAR, PINION	PROBL	
VIN OR SERIAL:	2H0FHABR6TC04778	DATE F.	
CITY:	OSCEOLA MILLS	STATE:	PA
AGREE TO WARRANTY CALL:	<input checked="" type="checkbox"/>	AGREE	
PRODUCT CONTACT:		CONTACT	
VENDOR CONTACT:		VENDOR	
VENDOR:		OUTSIDE	
INDICATED FAILURE:	DRIVELINE NOISE		
EXTERNAL ANALYSIS REPORT:	NONE		

VISUAL CONDITIONS:

RETURNED COMPLETE FORWARD REAR FLANGE SIDE BRG ADJUSTMENT RING PL. SKF MAIN DIFF BRO/ NO WITNESS MARKS CONTACT PATTERN RUNNING OF HEEL & TOES. PINION HAS THREE TEETH BROKE PRESENT ON FRACTURE SURFACES. HEA RUNNING OUT OF POSITION ONE TOOTH VISIBLE. BUMPER WAS BENT BACK UP IN

3.75 RATIO
1/1 BENT LOCK PIN
PINNING
IS ON DRIVE & COAST
ROOT/ BEACH MARKS
E TO RING GEAR FROM
BROKEN OFF. NO
ST WASHER INTACT

DISPOSITION: DENIED

CONCLUSION:

THE PRIMARY CAUSE OF FAILURE WAS THE ROOT OF THE THREE PINION TEETH. THIS STYLE FAILURE IS OVERLOAD THAT CAUSES LOCALIZED CRACKS. INITIAL CRACKS CONTINUE TO WEAKEN PINION TEETH. PINION TEETH GET JAMMED IN THE RING GEAR CAUSING THE FLANGE SIDE ADJUSTMENT RING OUT.

ENDING FATIGUE OF
D BY A GROSS
ACCUMULATES. THE
FAILURE AT THAT TIME
E GEAR SET TO PUSH

To Rockwell For
A copy of their
warranty

** TOTAL PAGE.02 **

Roy - we sent front R.
 them to check out. They
 Report. They also denied

This is another one of their
evening not to do it.

Plaintiff's
Exhibit 2

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the envelope, or on the front if space permits.

1. Article Addressed to: ROY RALSTON221, BOX 684-EOSCEOLA MILLS16666**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

ROY RALSTON3/13/00

C. Signature

X BETH RALSTON Agent Addressee

D. Is delivery address different from item 1?

 Yes No

If YES, enter delivery address below:

 Yes No

3. Service Type

 Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

Plaintiff's
Exhibit

Plaintiff
Exhibit

2. Article Number (Copy from service label)
2303211299

Domestic Return Receipt

102595-99-M-1789

PS Form 3811, July 1999

AFFIDAVIT

STATE OF PENNSYLVANIA :
: SS
COUNTY OF CLEARFIELD :

JAMES DUNSMORE, being duly sworn according to law, depose and say that he is the General Manager of Zacherl Motor Truck Sales, Inc. and the information contained in the Answer is true, correct and complete to the best of his information, knowledge and belief.

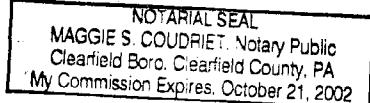


James Dunsmore, General Manager
Zacherl Motor Truck Sales, Inc.

SWORN TO AND SUBSCRIBED
before me this 11th
day of September, 2000.



Maggie S. Coudriet
Notary Public



FILED

SEP 11 2000
O. S. D. C. C.
William A. Shaw
Prothonotary
KFB Shaw

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PA. 16830

(6)

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

ZACHERL MOTOR TRUCK SALES, INC., :
Plaintiff :
vs. : No. 00-1018-CD
ROY R. RALSTON, :
Defendant :
:

CERTIFICATE OF SERVICE

I, Peter F. Smith, attorney for Plaintiff, ZACHERL MOTOR TRUCK SALES, INC., in the above captioned matter hereby certify that I sent by First Class Mail, Plaintiff's Answer to Petition to Open Judgment, Strike Judgment, and for Stay of Execution Proceeding to the attorney of record for the Defendant at the following address:

Dwight L. Koerber, Jr., Esquire
110 North Second Street
P.O. Box 1320
Clearfield, PA 16830

Date: September 11, 2000


Peter F. Smith, Esquire
Attorney for Plaintiff

FILED

SEP 11 2000

William A. Shaw
Prothonotary

FILED

SEP 11 2000

O 10:49 / No CC

William A. Shaw

Prothonotary

625

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

ZACHERL MOTOR TRUCK SALES, INC.:

-vs- : No. 00-1018-CD

ROY R. RALSTON :

ORDER

NOW, this 5th day of December, 2000, following hearing into the above-captioned Petition to Open Judgment, Strike Judgment, and For Stay of Execution Proceeding, the Court being satisfied that the interests of justice so require, it is the ORDER of this Court that said Petition be and is hereby granted to the extent that the judgment shall be opened, the Defendant let into a defense, and the matter remanded to the District Justice for purpose of hearing on the merits.

By the Court,

President Judge

FILED

DEC. 05 2000

William A. Shaw
Prothonotary

FILED

Rec'd
DEPT OF STATE
OCT 13 2000
cc: atty Smith
William A. Shaw
Prothonotary
cc: atty Konner



**LIMITED WARRANTY FOR PREMIUM MODELS
8000 & 9000 SERIES
(Including Glider Kits)**

CTS-9504A
Effective with
vehicles built
11/1/94 or later.

BASIC VEHICLE COVERAGE:

Navistar International*, at its option, will repair or replace any part of this vehicle which proves defective in material and/or workmanship in normal use and service, with new or ReNEWed parts, for the first 12 months from new vehicle delivery date, or for 100,000 Miles (160 000 Km), whichever expiration occurs first. Exceptions are listed below under *What Is Not Covered*.

This warranty is automatically transferred to subsequent owners at no charge.

COMPONENT COVERAGE:

The components described below are given additional warranty coverage of variable time periods and distance travelled limitations, as shown in the *Warranty Coverage Schedule*.

1. Frame Side Rails
2. Cab/Cowl Structure (on-highway applications).
3. The Cab/Cowl is warranted against perforation due to corrosion, except for perforation caused by industrial chemicals and/or corrosion caused by use in a corrosive industrial environment.
4. International* Diesel Engines including Fuel Injection Pump, Electronic Control Modules, excluding attaching accessories, thermostats, and electrical and filtration systems. Nozzles are covered for 24 months/150,000 miles (240 000 Km).
5. Main Transmission, Auxiliary Transmission, and Transfer Case Assemblies(except Allison Transmission).
6. Front/Rear Axles, Differential(s), and Housing(s); excluding brakes, wheel ends, axle shafts, controls & attachments.
7. Front Axle Assembly, including I-beam, king pins, bushings, and spindles; excluding brakes and wheel ends.
8. International/Spicer Components (on-highway applications only).

WARRANTY COVERAGE SCHEDULE:

Items Covered	Months	Miles/Km (000)
BASIC VEHICLE COVERAGE		
Basic Vehicle Warranty	12	100/160
COMPONENTS		
Frame Side Rails	60	Unlimited
Cowl Structure	60	Unlimited
Cowl Perforation Corrosion	60	Unlimited
Front Axle Assembly	36	300/480
Transmission	36	300/480
Rear Axle and Differential	36	300/480
ENGINE		
DT 466	24	Unlimited
International 530 Engine	24	Unlimited
SPICER COMPONENTS (On-Highway Tractors Only)		
International/Spicer Components		
International/Spicer Transmissions	60	500/800
International/Spicer Rear Axle and Differential	60	500/800
International/Spicer Front Axle Assembly	60	500/800
International/Spicer Components, if used with Spicer Front & Rear Axles and Transmission:		
Spicer Ceramic Clutch	24	200/320
Spicer Propshaft	24	200/320
International/Spicer Components, if used as part of 5-Part Spicer System:		
International/Spicer 9- or 10-Speed Transmissions	60	750/1200
International/Spicer Rear Axle and Differential	60	750/1200
International/Spicer Front Axle Assembly	60	750/1200

EXHIBIT

PETITIONER'S

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TEAMS

WHAT IS NOT COVERED:

- Items warranted by their respective manufacturers (e.g., non-International brand engines, tires & tubes, Allison Transmissions, lubricants, etc.)
- Vehicles sold and/or operated outside the United States and Canada.
- Maintenance and/or service items/repairs, including tune-ups, brake/clutch lining, windshield wiper blades, lubrication and other similar procedures/parts required to keep vehicle in good working condition.
- Bodies, equipment and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants.
- Repairs to any part of the vehicle subjected to misuse, negligence, improper maintenance, improper operation, or which are the result of an accident.
- Vehicles/engines which have had unauthorized alterations or modifications.
- Vehicles on which the odometer reading has been altered.
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses.
- Lubricants beyond the Basic Vehicle Warranty, unless as part of a warrantable failure.
- During extended component coverage, seals (excluding wheel seals) and gaskets, beyond 300,000 Miles/480,000 Km.
- Correction of loose fasteners, squeaks, rattles and unusual noises after the first 90 days from Delivery To User (DTU) date.
- Towing and adjustments (e.g., headlights, brake/clutch adjustments, and coolant levels) after the first 90 days from the Delivery To User (DTU) date.
- Replacement of defective parts with parts other than those provided by International Trucks.
- Front and rear axle alignment.
- Repairs as a result of normal wear and tear.
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes, improper polishes, cleaners or washing solutions, or chemical and industrial fallout.
- No warranty coverage will be granted if power train, propshaft and suspension sales guidelines are not strictly adhered to by all owners and operators of this vehicle.

OBTAINING SERVICE:

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

DISCLAIMER:

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company; and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.


Customer Signature

RRI BOX 684 E
Owner's Address

9400 SBA 6x4 Tractor
Truck Model

CAT 3406 E ELET 475 HP @ 1800 RPM
Engine Model

4-19-96
Date Delivered to User (DTU)

4-19-96
Date

OSCEOLA MILLS PA 16666
City State/Province Postal Code

2H5FHASR5TC047758
Vehicle Identification Number (VIN)

05EK54552
Engine Serial Number

570
Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This Policy should be kept in the vehicle for presentation to the Dealer when you request warranty service.

* Navistar International Transportation Corp. except in Canada where it is Navistar International Corporation, Canada.

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

(114) ZACHERL MOTOR TRUCK
SALES, INC.,
Plaintiff

*

*

-vs-

* Docket No. 00-1018-CD

(81) ROY R. RALSTON,
Defendant

*

*

Type of Pleading:
JOINT PRAECIPE TO DISCONTINUE

Filed on behalf of:
BOTH PARTIES

Counsel for record for
Plaintiff:

Peter F. Smith, Esquire
Pa. ID No. 34291

30 South Second Street
P. O. Box 130
Clearfield, PA 16830
(814) 765-5595

Counsel of record for
Defendant:

Dwight L. Koerber, Jr.
PA I.D. No. 16332

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

FILED

APR 23 2001

William A. Shaw
Prothonotary

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

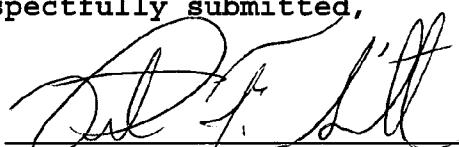
ZACHERL MOTOR TRUCK *
SALES, INC., *
Plaintiff *
-vs- * Docket No. 00-1018-CD
ROY R. RALSTON, *
Defendant *

JOINT PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Please mark the above docket as satisfied, settled, and discontinued with prejudice.

Respectfully submitted,

By: 
Peter F. Smith, Esquire,
Attorney for PLAINTIFF:
Zacherl Motor Truck Sales, Inc.

By: 
Dwight L. Koerber, Jr., Esquire,
Attorney for DEFENDANT:
Roy R. Ralston