

00-1239-6D

RICHARD J. KROMER -vs- INTERSTATE NATIONAL DEALER SERVICES INC.

Date: 11/03/2000

Clearfield County Court of Common Pleas

NO. 0050673

Time: 11:36 AM

Receipt

Page 1 of 1

Received of: Tilley, Walter A. III \$ 0.00

Zero and 00/100 Dollars

Case: 2000-01239-CD	Plaintiff: Kromer, Richard J.	Amount
District Justice Appeals Paid Prior to FullCourt		0.00
Total:		0.00

Payment Method: Cash

William A. Shaw, Prothonotary/Clerk of Courts

Clerk: BHUDSON

By: _____
Deputy Clerk

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Clearfield County
JUDICIAL DISTRICT

46-3-01

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-1239-CO

NOTICE OF APPEAL

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

Interstate National Dealer Services, Inc.

NAME OF APPELLANT	MAG. DIST. NO. OR NAME OF D.J.		
The Omni, Suite 700	46-3-01 (Patrick N. Ford)		
ADDRESS OF APPELLANT	CITY	STATE	ZIP CODE
333 Earle Ovington Boulevard	Uniondale	NY	11553-9340
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff) (Defendant)		
9/25/00	Richard J. Kromer	vs. Interstate National Dealer Services, Inc.	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV 595-00 LT 19	<i>Malone Miller</i>		

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

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

Signature of Prothonotary or Deputy

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

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon Richard J. Kromer, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. 00-1239-CO) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Malone Miller
Signature of appellant or his attorney or agent

RULE: To Richard J. Kromer, appellee(s).
Name of appellee(s)

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

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

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

Date: October 5, 2000

William A. Shaw
Signature of Prothonotary or Deputy

FILED

OCT 05 2000

William A. Shaw
Prothonotary

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____, ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.
 and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19_____

OCT 05 2000
Sgt. M. A. Shaw
William A. Shaw
Prothonotary
Pa
FILED
Oct 5 2000
Sgt. M. A. Shaw
William A. Shaw
Prothonotary
Pa

Oct 5 2000
Sgt. M. A. Shaw
William A. Shaw
Prothonotary
Pa
FILED
Oct 5 2000
Sgt. M. A. Shaw
William A. Shaw
Prothonotary
Pa

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

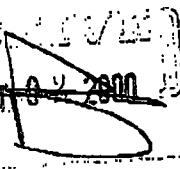
PATRICK N. FORD

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

Telephone: (814) 371-5321 15801

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

KROMER, RICHARD J. 
RD 2 BOX 213-A
DIXON ROAD
DUBOIS, PA 15801

NAME and ADDRESS

OCT 14 2000

DEFENDANT:

INTERSTATE NATIONAL DEALERS SERVICE
333 EARL OVINGTON BLVD
MITCHEL FIELDS, NY 11553VS.
NAME and ADDRESSDocket No.: CV-0000595-00
Date Filed: 8/14/00INTERSTATE NATIONAL DEALERS SERVICE
333 EARL OVINGTON BLVD
MITCHEL FIELDS, NY 11553

THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF Judgment was entered for: (Name) KROMER, RICHARD J. Judgment was entered against: (Name) INTERSTATE NATIONAL DEALERS SERVICEin the amount of \$ 8,097.50 on: (Date of Judgment) 9/25/00 Defendants are jointly and severally liable. (Date & Time) _____ Damages will be assessed on: _____ This case dismissed without prejudice. _____ Amount of Judgment Subject to Attachment/Act 5 of 1996 \$ _____ Levy is stayed for _____ days or generally stayed. _____ Objection to levy has been filed and hearing will be held: _____

Amount of Judgment	\$ <u>8,000.00</u>
Judgment Costs	\$ <u>97.50</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>8,097.50</u>

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

Certified Judgment Total	\$ _____
--------------------------	----------

Date:	Place:
Time:	

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

9-25-00 Date Patrick N. Ford, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

AOPC 315-99

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-01

DJ Name: Hon.

PATRICK N. FORD
Address: **109 NORTH BRADY STREET**
P.O. BOX 452
DUBOIS, PA
Telephone: **(814) 371-5321** **15801**

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

NOTICE OF JUDGMENT/TRANSCRIPT 2
CIVIL CASE

PLAINTIFF: **KROMER, RICHARD J** NAME and ADDRESS

KROMER, RICHARD J
RD 2 BOX 213-A
DIXON ROAD
DUBOIS, PA 15801

DEFENDANT: **INTERSTATE NATIONAL DEALERS SERVICE** NAME and ADDRESS
333 EARL OVINGTON BLVD
MITCHEL FIELDS, NY 11553

Docket No.: **CV-0000595-00**
Date Filed: **8/14/00**



THIS IS TO NOTIFY YOU THAT:

Judgment:

DEFAULT JUDGMENT PLTF

00-1239-CD

Judgment was entered for: (Name) **KROMER, RICHARD J**

Judgment was entered against: (Name) **INTERSTATE NATIONAL DEALERS SERVICE**

in the amount of \$ **8,097.50** on: (Date of Judgment) **9/25/00**

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

Damages will be assessed on: _____

This case dismissed without prejudice. _____

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

Levy is stayed for _____ days or generally stayed. _____

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

Amount of Judgment	\$ 8,000.00
Judgment Costs	\$ 97.50
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$ 8,097.50

Post Judgment Credits \$ _____

Post Judgment Costs \$ _____

Certified Judgment Total \$ _____

FILED

Date:	Place:
Time:	

OCT 18 2000

09:17 a.m.
William A. Shaw *✓*
Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

9-25-00 Date Patrick N. Ford, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January,

2006

SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	NO. 00-1239-CD
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	

RETURN OF SERVICE

I, Walter A. Tilley, III, certify that I served the Notice of Appeal upon the Honorable Patrick N. Ford, District Justice, in the above captioned matter by United States Mail, certified, restricted delivery, return receipt requested. Delivery was made on October 12, 2000. The return receipt card, Postal Service Form 3811 is attached.

I further certify that I served David J. Hopkins, Esquire, counsel for Plaintiff, Richard J. Kromer, with the Notice of Appeal and Rule to File Complaint at the Hopkins Law Firm, 900 Beaver Drive, DuBois, PA 15801, by first class mail, postage prepaid, on October 10, 2000.

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

STETLER & GRIBBIN

Date: 10/19/00

By: WALTER A. TILLEY

Walter A. Tilley, III
Attorney for Plaintiff
Attorney I.D. No. 37452
PO Box 2588
York, PA 17405-2588
Tele: 717-854-9506, Fax: 717-845-4931

FILED

OCT 23 2000

William A. Shaw
Prothonotary

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:

The Honorable Patrick N. Ford
District Justice
PO Box 452
109 North Brady Street
DuBois, PA 15801

5. Received By: (Print Name)

PATRICK N. FORD
X Patrick N. Ford

6. Signature: (Addressee or Agent)

4a. Article Number	I also wish to receive the following services (for an extra fee):	
4b. Service Type		7. Date of Delivery
<input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD		Oct 19 2001
8. Addressee's Address (Only if requested and fee is paid)		
SAME		

PS Form 3811, December 1994

Domestic Return Receipt

Thank you for using Return Receipt Service.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
NO. 00-1239-CD

RICHARD J. KROMER

v.

INTERSTATE NATIONAL
DEALER SERVICES, INC.

RETURN OF SERVICE

FILED

OCT 23 2000

William A. Shaw
Prothonotary *AKS*

STETLER & GRIBBIN

ATTORNEYS AT LAW
138 EAST MARKET STREET
P.O. BOX 2588

YORK, PENNSYLVANIA 17405
Walter A. Tilley, III

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239-CD

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendant

Type of Pleading: Complaint

Filed on behalf of: Richard Kromer,
Plaintiff.

Counsel of record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801
(814) 375-0300

FILED

OCT 31 2000

William A. Shaw
Prothonotary

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

NOTICE

TO DEFENDANTS:

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by Attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Office of the Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

COMPLAINT

AND NOW, comes Plaintiff, Richard J. Kromer, by and through his attorneys, The Hopkins Law Firm, and says as follows:

1. The Plaintiff is Richard J. Kromer who resides at R. D. #2, Box 213A, Dixon Road, DuBois, Pennsylvania 15801.
2. The Defendant, Team Motor Sales, Inc., is a Pennsylvania corporation maintaining a principal business address at 1605 Scalp Avenue, Johnstown, Pennsylvania 15904.
3. The Defendant, Interstate National Dealer Services, Inc., is a corporation who maintains a principal mailing address at The Omni, Suite 700, 333 Earle Ovington Boulevard, Uniondale, New York, 11553-9340.
4. On or about February 21, 2000, Plaintiff purchased a 1995 Jeep Wrangler, Serial No. 1J4FY19P9SP276089, from Defendant Team Motor Sales, Inc.
5. At the time of Plaintiff's purchase, Plaintiff also purchased a five (5) year, 50,000 mile extended service contract through Defendant Interstate National Dealer Services, Inc. (hereinafter "Interstate"). A photo copy of the service contract is attached hereto as Exhibit "A" and incorporated as if set forth at length.

6. At the time Plaintiff purchased the motor vehicle, agents and/or employees of Team Motor Sales, Inc. represented to Plaintiff that Defendant Team Motor Sales, Inc. performed a "100 point test" on the vehicle and it was in good working condition.

7. Based upon the representations of Defendant Team Motor Sales, Inc., Plaintiff purchased the motor vehicle agreeing to pay a total price, including tax and documentary fees, of \$10,961.08. A photocopy of the purchase order is attached hereto and incorporated by reference as Exhibit "B".

8. At the time of purchase, the miles on the vehicle were 43,023.

9. On June 1, 2000, less than three and one half (3 1/2) months after Plaintiff purchased the motor vehicle, Plaintiff discovered the transmission was inoperative in that the front wheel drive mechanism was seized up and conceivable the four wheel drive had never worked from the time Plaintiff purchased the motor vehicle.

10. On June 1, 2000, the vehicle had been driven approximately 51,000 miles.

COUNT I

Richard J. Kromer vs. Team Motor Sales, Inc.

11. Plaintiff repeats each of the allegations set forth in paragraphs 1 through 10 as if set forth at length herein.

12. At all material times hereto, Defendant Team Motor Sales, Inc. represented the vehicle had an operating four wheel drive system and further that the vehicle had been subjected to a "100 point test" by Defendant Team Motor Sales, Inc.

13. Plaintiff justifiably relied upon the allegations of Team Motor Sales, Inc.

14. The allegations of Defendant Team Motor Sales, Inc. were untrue.

15. Defendant Team Motor Sales, Inc. breached its contract with Plaintiff inasmuch as Team Motor Sales, Inc. had not subjected the vehicle to a 100 point test. Also the vehicle's front wheel drive system was inoperative, and as a result thereof, Plaintiff has suffered damages in excess of \$8,000.00.

WHEREFORE, Plaintiff demands damages against Defendant Team Motor Sales, Inc. in an amount less than \$20,000.00 together with cost of suit, and such other and further relief as a Board of Arbitrators deems appropriate.

COUNT II – FRAUD

16. Plaintiff repeats each of the allegations set forth in Count I as if set forth herein at length.

17. Defendant Team Motor Sales, Inc. represented to Plaintiff the vehicle at issue knowing that the vehicle had not been subjected to a 100 point test and further that the four wheel drive on the motor vehicle was not operational.

18. Plaintiff relied upon the statements of Defendant Team Motor Sales, Inc. that the motor vehicle had been placed through a 100 point test and that the four wheel drive on the vehicle was operational and as a result thereof purchased the vehicle.

19. The actions of Defendant Team Motor Sales, Inc. constitutes fraud and as a result of said fraud, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands damages against Defendant Team Motor Sales, Inc. for the following:

- a. Compensatory damages;
- b. Punitive damages;
- c. Cost of suit;

d. Such other and further relief as the Court deems fair, just and equitable.

COUNT III

Richard J. Kromer vs. Team Motor Sales, Inc.

19. Plaintiff repeats each of the allegations set forth in Count I and Count II as if set forth at length herein.

20. The actions of Defendant Team Motor Sales, Inc. constitutes consumer fraud within the meaning of the Pennsylvania Statutes for which Plaintiff has suffered damages and is entitled to recovery pursuant to the Pennsylvania Statutes.

WHEREFORE, Plaintiff demands judgment for the following:

- a. Compensatory damages;
- b. Treble damages;
- c. Costs of suit;
- d. Attorney fees at the rate of \$175.00 per hour;
- e. Such other and further relief as the Court deems fair, just and equitable.

COUNT IV

Richard J. Kromer vs. Interstate National Dealer Services, Inc.

21. Plaintiff repeats each of the allegations set forth in Counts 1 through III as if set forth at length herein.

22. At all material times hereto, Team Motor Sales, Inc. was an agent, servant or employee of Defendant Interstate and at all material times hereto, was authorized to represent Interstate.

23. Defendant Interstate represented that in exchange for \$1,237.00 it would provide Plaintiff with a five (5) year 50,000 mile warranty.

24. When Plaintiff learned that the transmission was seized up, Plaintiff made a claim upon Defendant Interstate which has been refused.

25. The actions of Defendant Interstate constitute breach of contract for which Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant Interstate National Dealer Services, Inc. in an amount less than \$20,000.00 together with cost of suits and such other and further relief as the Court deems fair, just and equitable.

COUNT V

26. Plaintiff repeats each of the allegations set forth in Counts 1 through IV as if set forth at length herein.

27. The actions of Defendant Interstate constitute breach of warranty for which Plaintiff has suffered damage.

WHEREFORE, Plaintiff demands judgment against Defendant Interstate National Dealer Services, Inc. in an amount less than \$20,000.00 together with cost of suits and such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by twelve jurors on all issues presented herein.

Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

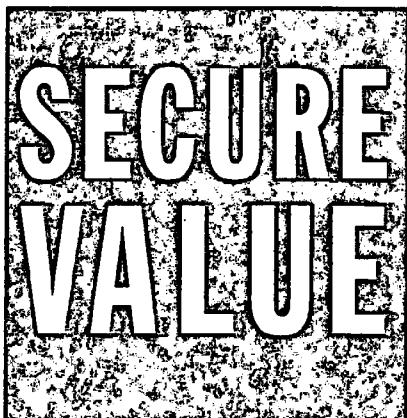
I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.


Richard J. Kromer



INTERSTATE

AO

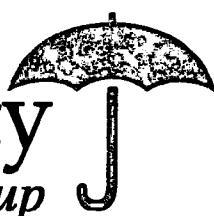


NEW Vehicle Service Contract

Insured by:

Travelers Property Casualty

A Member of *Travelers Group*



NEW VEHICLE SERVICE CONTRACT

DECLARATION PAGE

THIS FORM IS FOR THE USE OF NEW VEHICLE SERVICE CONTRACTS ONLY.

Dealer Code: 1605	CONTRACT No. 2460855 T
TPA-2660	

Issuing Dealer: TEAM MOTOR SALES, INC.	VIN: 1J4FY19P9SP276089
Address: 1605 SCALP AVENUE	Year: 1995 Make: JEEP
City: JOHNSTOWN	Exact Model Name: WRANGLER
Dealer Phone: 814-266-8611	Present Odometer: 43023

VSC Holder's Name: RICHARD J KROMER	Delivery Date to: 02/21/00
--------------------------------------------	-----------------------------------

VSC Holder's Address: RD#2 BOX 213A DIXON RD	This Contract Financed by Zip?	<input type="radio"/> YES <input type="radio"/> NO
-----------------------------------------------------	-----------------------------------	----------------------------------------------------

VSC Holder's Phone: 375-9406	Contract Purchase Price: \$1237.00	Vehicle Code: 4
-------------------------------------	-------------------------------------------	------------------------

<p><input type="radio"/> NEW</p> <p>SERVICE CONTRACT COVERAGE</p> <ul style="list-style-type: none"> <input type="radio"/> Secure Value <input type="radio"/> Secure Value Plus <input type="radio"/> Secure Value Ultimate <input type="radio"/> Major Value <input type="radio"/> Disappearing Deductible <p>Contract Expires Years from the date the vehicle is first placed in service or when the odometer reaches 000 MILES, whichever occurs first.</p>		<p><input type="radio"/> EXTENDED NEW</p> <p>SERVICE CONTRACT COVERAGE</p> <ul style="list-style-type: none"> <input type="radio"/> Secure Value <input type="radio"/> Secure Value Plus <input type="radio"/> Secure Value Ultimate <input checked="" type="radio"/> Major Value <input type="radio"/> Disappearing Deductible <p>OPTIONS PURCHASED</p> <ul style="list-style-type: none"> <input type="radio"/> 24Mo/24,000 Miles <input type="radio"/> 36Mo/36,000 Miles <input type="radio"/> 48Mo/48,000 Miles <input checked="" type="radio"/> 60Mo/50,000 Miles <input type="radio"/> 60Mo/75,000 Miles
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>MANUFACTURER-WARRANTY- INFORMATION</p> <p>In Service Date: 1/21/00</p> <p>Term: 60 Mos. 0 Miles</p>		<p>TRANSMISSION</p> <ul style="list-style-type: none"> <input type="radio"/> FW Drive <input type="radio"/> RW Drive <input checked="" type="radio"/> Manual
------------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>NOTE: This Vehicle Service Contract is comprised of the Declaration Page and the attached Terms and Conditions for the coverage selected. If no box is checked on Administrator copy of the Declaration Page, coverage will be deemed to be Secure Value Plus.</p>		<p>FOR COMPANY USE ONLY:</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	-------------------------------------

<p>The Vehicle Service Contract purchaser whose signature appears below acknowledges that: (1) The purchase of this Vehicle Service Contract is a separate consideration from the purchase price of the motor vehicle; and; (2) This Vehicle Service Contract is between Interstate National Dealer Services, Inc. ("Administrator") and the Service Contract Holder and is not connected, either directly or indirectly, with the warranty issued by the manufacturer of this vehicle.</p> <p>I hereby declare that I have read the terms of this Vehicle Service Contract and attached Terms and Conditions Form, and I understand and accept all the provisions therein.</p>		<p>Administered by: Interstate National Dealer Services, Inc. The Omni - Suite 700 333 Earle Ovington Blvd. Mitchel Field, NY 11553</p>	
VSC Holder's Signature Richard J Kromer	Date 2/21/00	Dealer Representative's Signature John Hasky	Date 3/1/00

37206



NEW Vehicle

Service Contract Terms & Conditions

This Vehicle Service Contract ("Contract") is between Interstate National Dealer Services, Inc. ("Administrator") and Purchaser ("Contract Holder") and provides coverage for the time or mileage ("Term"), as indicated on the attached Declaration Page which is a part of this Contract along with the Endorsements contained therein.

This Contract shall take effect immediately, except that it shall not apply to any Failure of components still under the Manufacturer's Warranty ("Warranty") attaching to Contract Holder's vehicle covered hereunder, and shall remain effective until the scheduled expiration date or mileage expiration, whichever comes first. The Term of this Contract varies based upon the time and mileage for which it is issued. The Term for new contracts begins with the In-Service Date and at 0 miles. The term for extended new contracts begins at the sale date and stated mileage. The Term expires when its time or mileage limit is reached. Administrator neither assumes nor authorizes any other person to assume for it any other obligations or liabilities stated in this Contract.

Administrator agrees, subject to the Terms and Conditions, that it will, for the period of time this Contract is in effect, make repairs or replacement of any of the below listed parts and coverages of Contract Holder's vehicle covered hereunder or cause such repairs or replacement to be made by an authorized repair facility, at no cost for parts or labor (subject to applicable deductible, if any) to Contract Holder, provided that such repairs or replacement of parts and coverages are required due to a Failure of such covered parts and provided an authorization number is obtained from Administrator prior to such repairs.

Contract Holder and Administrator agree that a specific amount of Contract purchase price shall be held in trust in accordance with and as specified in Interstate National Dealer Services, Inc. Administrator Agreement, a copy of which is available from the Dealer. Said amount shall be paid directly to the escrow account established by Administrator and Brokerage Professionals, Inc., the Escrow Trustees. Said funds are to be held in accordance with the provisions of Contract and Administrator Agreement. All amounts placed in escrow together with accrued investment income shall constitute a Primary Loss Reserve Fund ("Reserves") for the payment of claims covered by Contract. With regard to amounts paid by Contract Holder, Administrator shall act as nominee on behalf of Contract Holder when accepting and remitting amounts to the Reserves as required by this Contract. Administrator further agrees to provide an insurance policy with The Travelers Indemnity Company to cover claims in excess of the Reserves and continue to maintain said policy in force during the term of Contract.

Repair or replacement of parts shall be performed by Issuing Dealer or repair facilities so authorized by Administrator to make such repairs using parts of like kind and quality. The decision to repair or replace covered components or parts shall be made at the sole discretion of Administrator.

Claim authorization will be limited to: Parts at manufacturer's published list price, labor hours determined by a currently published, nationally recognized, flat rate guide (i.e.: ALLDATA, Mitchell, Motors, etc.). The labor rate will be determined by nationally accepted industry standards, which vary based on a number of factors including, but not limited to: the geographic region, type of repair facility and type of repair being performed.

What is Covered by Contract

The Components covered and other Coverages under this Contract are subject to a deductible per repair visit, as indicated on Administrator copy of the Declaration Page. Where no box is checked, the \$50 deductible will apply.

SECURE VALUE

For Secure Value and Secure Value Plus Contracts, "Failure" is defined as a failure of a defective part or faulty workmanship as supplied by the Manufacturer or Dealer, but does not include (a) wear and tear on covered parts or components that have not experienced a Breakdown; (b) the gradual reduction in operating performance caused by wear or usage of parts or components; or (c) damages caused by the breakage or failure to function of non-covered components or parts.

ENGINE: Engine block, cylinder heads, internally lubricated engine parts including, but not limited to: pistons, piston rings, piston pins, crankshaft and main bearings, connecting rods and bearings, camshaft and bearings, timing chain, timing chain tensioner and guides, timing gears, intake and exhaust valves, valve springs, valve guides, oil pump, push rods, rocker arms, rocker arm shafts, hydraulic and solid lifters, distributor shaft and housing, balance shaft, accessory shaft. The following external parts are also covered: mounts,

timing belt, timing belt tensioner, intake manifold, harmonic balancer/crank pulley, serpentine belt tensioner, valve covers, timing gear cover, vacuum pump, air cleaner housing, sensors and thermostatically controlled air intake.

ENGINE (Diesel): The above listed parts.

ENGINE (Rotary): The above listed parts plus rotors, rotor seals, rotor chamber, eccentric-shaft and bearings and all other internal parts of a rotary engine.

FUEL: Fuel tank and fuel lines.

FUEL PUMP (Mechanical or Electric): Housing, diaphragms, springs, valves and actuating lever.

FUEL INJECTION: Fuel injector metering pump, fuel injectors, and fuel distributor.

TURBO/SUPERCHARGER: Internal parts, vanes, shafts, bearings and housing if damage is caused by a Breakdown of any of the above covered components.

TRANSMISSION (Automatic): Transmission case, internal parts including, but not limited to: torque converter, solenoids, gears, shafts, bearings, bushings, bands, clutch plates, friction and steel drums, oil pumps, servo units, valve body and plate, governor, rings, valves, flex plate and/or ring gear. The following external parts are also covered: vacuum modulator, mounts, solenoids, transmission controller.

TRANSMISSION (Manual): Transmission case, internal parts including, but not limited to: bearings, bushings, mounts, shafts, spacers, main drive gear, main shaft, shift forks, synchronizing drum, gears and all units within the overdrive housing. Coverage does not include the clutch assembly, clutch pressure plate, flywheel, pilot bearing, throwout bearing, clutch slave cylinder and clutch master cylinder.

TRANSFER UNIT (4x4): Case, internal parts including, but not limited to: bearings, bushings, sprockets, chains, sleeves and gears, viscous coupler, shift forks.

DRIVE AXLES: Internal parts including, but not limited to: ring and pinion gears, spider gears, side gears, bushings, bearings, spacers, yokes, axle shafts, lock rings, retainers and axle bearings. The differential housing is also covered if damage is caused by a Breakdown of any of the above covered components.

DRIVE SHAFT, CENTER SUPPORT AND UNIVERSAL JOINTS: Including constant velocity joints and tripod joints.

STEERING (Manual and Power): Internal parts in rack and pinion, internal parts in recirculating ball housing, couplings, gear housing, power steering pump, power steering cooler, control valve and cylinder, Pitman arm, idler arm, tie rod ends and drag link.

ELECTRICAL: Alternator, generator, voltage regulator, front wiper motor (including internal circuit board, relay and delay switch), starter motor and solenoid, starter drive and ring gear, manually operated switches, power window switches, power seat switches, horn button, ignition lock cylinder and switch, turn signal switch, cruise control switch, headlamp switch, brake light switch, emergency warning flasher switch and fuel gauge sending unit.

FRONT SUSPENSION: Upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, steering knuckles, stabilizer shaft, links and bushings, king pins and bushings, strut bar and bushings, spindles and spindle supports, MacPherson struts, torsion bars, wheel bearings, torsion bar bushings.

BRAKES (Non ABS): Master cylinder, power assist booster and valve, wheel cylinders, calipers, combination valve, steel lines and fittings, and backing plates. Vacuum assist pump, springs, clips and retainers, self-adjusters, rear activators, parking brake linkage and cables.

AIR CONDITIONING:* Compressor, internal assembly including pistons, rods, valves, bearings and shafts, clutch, coil and pulley, orifice tube, condenser, accumulator, POA valve.

*Note: If system has R-12 refrigerant, R-12 will be used for replacement, while supplies last. If R-12 is not available, the system will be converted to use R-134a refrigerant to meet environmental standards. If replacement is due to a covered component, this Contract will cover it. If due to a non-covered component, Contract Holder is responsible.

COOLING SYSTEM: Heater core, radiator, thermostat, water pump, engine cooling fan motors, fan, fan clutch.

SEALS AND GASKETS: Seals and gaskets, if needed, for the following assemblies are covered: engine, turbocharger, transmission, transfer unit, drive axles, steering, front suspension, brakes (non-ABS) and air conditioning.

SECURE VALUE PLUS

Includes all of above Secure Value, in addition to the following:

FUEL INJECTION: Fuel rail, pulsator, sensors, fuel pressure regulator, IAC motor.

STEERING (Manual and Power): Steering main and intermediate shafts, pivot joint, power cylinder assembly.

ELECTRICAL: Rear wiper motor, heater blower motor, horn, factory installed sunroof motor, sunroof wiring harness, convertible top motor, power antenna motor and mast, wiper delays switch, heated rear window defroster and power mirrors, 4x4 engagement switch, coil pack.

FRONT SUSPENSION: MacPherson struts and mounts, springs, automatic leveling unit compressor, sensor and limiter valve. Shackle bushings and eye bushings, radius arm, radius arm bushings.

REAR SUSPENSION: MacPherson struts and mounts, control arm and ball joint, springs and torsion bars, wheel bearings, automatic leveling unit compressor, sensor, and limiter valve. Shackle bushings and eye bushings; torsion bar bushings.

ANTI-LOCK BRAKES (ABS): The non ABS-covered components listed above plus the following: Booster and pump, master cylinder, control processor and solenoids, sensors, solenoid valve block/PMV valve.

AIR CONDITIONING: Evaporator core, expansion valve, hi/low pressure hose, hi/low pressure cut-off switch, ducts, and outlet hoses.

Note: If system has R-12 refrigerant, R-12 will be used for replacement, while supplies last. If R-12 is not available, the system will be converted to use R-134a refrigerant to meet environmental standards. If replacement is due to a covered component, this Contract will cover it. If due to a non-covered component, Contract Holder is responsible.

COOLING SYSTEM: Heater control valve and sensors.

ELECTRONICS: Anti-detonation sensor, crank sensor, oxygen sensor, computerized timing and mixture control unit, electronic module retard vacuum switch, electronic ignition module, igniter, electronic engine control module, electronic instrument cluster, electronic driver information display and module, instrument panel printed circuit board, power door lock actuators, power seat motors, power window motors and regulators, temperature control programmer for heating and air conditioning system, cruise control servo, module and transducer, compass and thermometer, keyless entry receiver and transmitter.

SEALS AND GASKETS: Seals and gaskets, if needed, for the following assemblies are covered: rear suspension and brakes (ABS).

SPORT UTILITY VEHICLE COVERAGE: Step bumpers and mounting brackets, spare tire carrier, swing arm, pivots, latches and locks, running boards, swing-out mirror arms and mounts, pop-out or sliding side/rear window latches and hinges, convenience-bed liner (not warpage), tailgate handle, lock, cables, hinges, latches and edge protectors, cargo lamp and tie-downs.

SECURE VALUE ULTIMATE

Includes all of the above Secure Value Plus, but changes the definition of Failure as follows:

For Secure Value Ultimate and Major Value Contracts, "Failure" is defined as Failure of a covered part under service. A Failure is deemed to have occurred when a covered part can no longer perform the function for which it was designed solely due to the condition of the part, and not due to the action or inaction of any non-covered parts. In addition, a Failure will be deemed to have occurred when a covered part has worn beyond the manufacturer's tolerances allowed for the particular Vehicle at the mileage when the problem occurs.

MAJOR VALUE

Administrator agrees, subject to the terms and conditions as itemized herein, that it will, for the period of time this Contract is in effect, make repair or replacement as a result of Failure (parts and labor) to any part (except as noted in Section "What is Not Covered by Contract") of Contract Holder's vehicle covered hereunder or cause such repairs or replacements to be made by an authorized repair facility.

Benefits

CAR RENTAL REIMBURSEMENT: Should Contract Holder's vehicle become inoperable and have to remain overnight for repair at the Dealership, Administrator agrees, in the event of a Failure of a covered component, to furnish or reimburse the Contract Holder for rental car transportation (except where prohibited by law). Such expense shall be limited to thirty dollars (\$30) per calendar day and not to exceed one hundred fifty dollars (\$150) per occurrence. Should vehicle remain overnight for required repairs, one (1) day car rental reimbursement will apply.

ADDITIONAL CAR RENTAL BENEFITS: Car rental benefit will be increased to the amount specified herein if repairs are delayed due to parts availability, provided additional authorization is obtained from the Administrator. Additional car rental coverage due to parts availability will be thirty dollars (\$30) per day with a one hundred fifty dollar (\$150) limit (except where prohibited by law).

TOWING AND ROAD SERVICE: Administrator agrees in the event of a Failure of a covered component to reimburse Contract Holder for expenses up to a total of fifty dollars (\$50) for towing and/or emergency road service labor, provided your vehicle is disabled as a result of a Failure of a covered part, and such labor is performed at the scene (except where prohibited by law).

TRAVEL EXPENSES: Contract Holder will receive reimbursement from Administrator up to seventy-five (\$75) per day for a maximum of three (3) days for expenses for meals (restaurants only) and/or lodging (hotels/motels only) incurred provided: (1) Contract Holder cannot utilize vehicle due to a Failure covered under this Contract, and is more than one hundred (100) miles from home; and (2) meals and/or lodging are required because the Failure, as defined, causes a delay en route. The date of the Failure shall be considered the first day of the three (3) day maximum period (except where prohibited by law). The expense must be incurred between the time

of the breakdown and the time when repairs are completed; or by the end of third calendar day subsequent to the Failure if the repairs are not completed, whichever occurs first.

CONTRACT RENEWAL: This Contract may be renewed for continuous one (1) year terms at the then prevailing renewal rate. Contact Administrator at least thirty (30) days or one thousand (1,000) miles prior to the expiration of this Contract for details, including rates and inspection requirements.

Maintenance Requirements

As a condition precedent to the obligation of Administrator to repair or replace covered parts or components, Contract Holder shall have complied with all Terms and Conditions of Contract including specifically, but without limitation, the requirements for maintaining the vehicle.

- A. You must service and maintain serviceable, covered parts according to Manufacturer's recommendations for new vehicles. **NOTE: Most Manufacturers have separate required maintenance schedules for "normal" and "more severe" operating conditions. Most vehicles today are operated under the "more severe" conditions which require more frequent maintenance; including shorter (3,000 miles) oil and filter changes and transmission fluid changes. All operating conditions require coolant changes at 30,000 miles. Other maintenance requirements are listed in your owner's manuals. Check with your Issuing Dealer's Service Manager.**
- B. Used vehicles are required to have the oil changed every three months or 3,000 miles (oil filter every other oil change). Transmission oil change and engine tune-up required every 12 months or 12,000 miles.
- C. Be sure ONLY the proper high quality grade of lubricants and coolants as recommended by the Manufacturer are used in your vehicle.
- D. Damage caused by inadequate fluid levels is not covered by this Contract. Check your fluid levels every 300 miles or when refueling. **KEEP ALL YOUR MAINTENANCE RECEIPTS AND REPAIR ORDERS - Proof of proper maintenance may be required for certain repairs under this Contract.**

What To Do In The Event Of A Failure

It is the duty of Contract Holder to use all reasonable means and precautions to protect the vehicle from further damage. Continued operation of the vehicle after any Failure occurs shall, in all cases, constitute failure to protect the vehicle; and any further damage as a result of Contract Holder's failure to protect the vehicle shall not be recoverable.

1. Return the vehicle to Issuing Dealer during normal Service Department working hours.
2. While traveling out of Issuing Dealer's area, covered repairs may be made by the nearest dealer or Repair Facility of your choice. The Repair Facility must obtain an authorization number from Administrator's Claim Department (800-942-0400) prior to proceeding with repairs.
3. In the event of any dispute between Administrator and the repair facility, Administrator shall have the right to take possession and remove said vehicle to a repair facility of Administrator's choice.
4. Administrator will then reimburse you for all covered repairs.

Transfer Rights

This Contract is for the benefit of the original Contract Holder and is transferable subject to a transfer fee and inspection, providing:

1. Proof of transfer of the remaining Manufacturer's warranty is provided, if applicable.
2. Contract is being transferred to a subsequent private purchaser of Contract Holder's vehicle.
(Transfer rights are voided when vehicle is either traded or sold to an Automobile Dealer or Broker.)

Transfer Procedure

Submit the following:

1. Transfer application (available from Dealer or Administrator)
2. Bill of sale showing sale date and mileage at time of sale
3. \$50.00 check to Administrator within fifteen (15) days of transfer of vehicle ownership

Contract Cancellations

- A. In the event of a valid repossession or total loss of the vehicle covered under this Contract, the rights under this Contract shall immediately transfer to the lienholder.
- B. If the covered vehicle and/or this Contract has been financed through a lender and Contract Holder defaults in repayment obligations to that lender, Administrator reserves the right to either cancel this Contract or transfer the rights under this Contract to the lender. In the event of cancellation, the lender shall be entitled to any resulting refunds.
- C. 1. This Contract is cancelable by Contract Holder or Lienholder. The entire Contract fee will be considered unearned, if notice of cancellation is given during the first 60 days provided that you have not entered a claim.
2. If a claim against Contract is made during the first 60 days, or if a cancellation is requested after the above time period, Administrator will refund an amount of the unearned Contract fee according to the pro-rata method reflecting the greater of the days in force or the miles driven related to the Term of this Contract.
3. A \$35.00 service charge (\$25.00 in AL, CA, WA) will be deducted from all refunds.
4. You may cancel by providing the Administrator with:
 - a. The customer copy of the Declaration Page;
 - b. A simple letter signed by Contract Holder stating the current mileage, date and requesting cancellation.
- D. If a lien is outstanding against the covered vehicle and/or this Contract itself, any refunds will be made payable to the lienholder.
- E. Cancellation rights are for the benefit of the original Contract Holder only (except for lienholders).

NOTE: Georgia only - The cancellation service charge is waived, and all cancellation notices will conform to OCGA33-24-44.

Limit of Liability

The aggregate Limit of Liability for each Vehicle Service Contract shall be equal to the purchase price of the vehicle and the Limit of Liability per loss shall be equal to the actual cash value of the vehicle at the time of the loss.

What Is Not Covered By Contract

- A. 1. Maintenance services and parts including, but not limited to, engine tune-ups, service adjustments and cleaning, suspension alignment, wheel balancing, filters, lubricants, engine coolant, drive belts, hoses, wiper blades, air conditioning recharge, fluids, spark/glow plugs, clutch plate, pressure plate, throwout bearing, manual clutch disc lining, brake pads, linings and shoes.
- 2. Physical damage, alignment of bumper and body part, moldings, bright metal and outside door handles.
- 3. Glass, lenses, sealed beams and light bulbs.
- 4. Tires, battery, shock absorbers, brake rotors and drums.
- 5. Aftermarket parts or accessories not produced or approved by the vehicle Manufacturer such as, but not limited to, mag wheels, sunroofs, stereo systems, CB radios, cellular telephones, air conditioning systems and alarm systems.
- 6. Bumpers, sheet metal, wheel covers, body panels, carpet, hinge, trim, upholstery, airbags, convertible or vinyl tops, air and water leaks, wind noise, weatherstrips, squeaks and rattles, paint and rust.
- 7. Carburetor, throttle body assembly (except injectors), contaminated fuel system and exhaust system, including the catalytic converter.
- B. Repairs or replacements that did not have prior specific authorization by Administrator.
- C. Any Failure of components still under Manufacturer's Warranty.
- D. Repairs to seized or damaged engines due to continued operation without sufficient oil or coolant. Customer is responsible for making sure the oil warning light/gauge and the temperature light/gauge are functioning properly before operating the vehicle. Customer is required to pull the vehicle off the road immediately and discontinue operation when either of these lights/gauges registers inadequate protection or performance.
- E. Damage caused by pre-ignition detonation, pinging, improper/contaminated fuel or improper engine adjustments.
- F. Repairs to parts of the vehicle not specifically indicated under the Components Covered Section of this Contract.
- G. Liability in excess of the actual cash value of the specified parts and of the labor for the repair or replacement thereof.
- H. Damage caused by loss of oil, lubricant or coolant, regardless of the cause.
- I. Failure due to hauling trailers without Manufacturer's recommended trailer towing equipment or hauling trailers in excess of rated capacity of the vehicle or failure to follow Manufacturer's Operator's Manual.

- J. Failure as a result of racing, competition driving, sustained high speed use, acceleration trials, wide open throttle operation, high speed acceleration or shifting of transmission gears at high engine RPM.
- K. Vehicles which are used for commercial use including, but not limited to, public hire, messenger service, pick-up and/or delivery service, rental, hauling or towing, snow plowing, taxi or livery, and vehicles with non-standard equipment installed specifically to facilitate commercial use, except if the Commercial Use option is purchased and so noted on Administrator copy of the Declaration Page.
- L. Failure of parts substituted for standard or optional equipment, not intended by the vehicle Manufacturer to be used in the described vehicle.
- M. Failure of parts subject to recall for repair and/or replacement by the Manufacturer or for the repair to any component/part covered by the Federal Emission Warranty, or a repairer's warranty.
- N. Failure caused by engine sludge or corrosion; rust, foreign material, residue or corrosion in radiator or heater core; damage due to carbon build up on cylinders; and repairs to correct loss of compression or oil consumption related to burnt, carboned or worn piston rings or valve parts.
- O. Failure of any parts covered in this Contract if any Hi-Performance, competition or other non-standard equipment has been installed in described vehicle or if any engine parts as supplied by vehicle Manufacturer have been disconnected or altered to increase performance.
- P. Failure on vehicles for which the true mileage cannot be determined.
- Q. Loss of time, expense, storage charges, loss of use of vehicle, loss of profits, income or other consequential damages, including loss or damage or injury to persons or property resulting from breakdown of any of the above listed parts of the covered vehicle.
- R. Damage to a covered component resulting from Failure of non-covered component.
- S. Repair or replacement of a covered component/part to correct conditions that may reasonably be assumed to have existed at the inception date of the coverage provided by this Contract.
- T. Malfunctions resulting from collision, vandalism, neglect, excessive abuse, falling missiles or objects, fire, theft, larceny, explosion, lightning, earthquake, windstorm, war, hail, water, flood, malicious mischief, riot, civil commotion or labor difficulties.
- U. Any Failure occurring outside of the United States of America or Canada.
- V. The total cost (Labor and Parts) of a repair/replacement of a covered component/part in excess of the actual cash value of the vehicle at the time of the repair or Failure.
- W. Failure to obtain pre-authorization, in and by itself, shall not be the basis for denial of the claim.

"THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE."

NOTICE: If Administrator fails to pay an authorized claim within sixty (60) days after proof of loss has been filed, Contract Holder is entitled to make a claim directly against *The Travelers Indemnity Company, One Tower Square, Hartford, CT 06115, through its Managing Agent, Brokerage Professionals, Inc., 1701 Golf Road, Rolling Meadows, IL 60008 at (847) 806-0310*

ARBITRATION: Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically agree to the binding nature of the arbitration.

Administered by:
Interstate National Dealer Services, Inc.
 333 Earle Ovington Blvd., Mitchel Field, NY 11553
 (800) 942-0400
 Claims Fax: (516) 745-1986

TEAM MOTORS INC.

OLD

1605 Scalp Avenue
Johnstown, PA 15904

PHONE (814) 266-8611
FAX (814) 266-7673
DEAL NO: 15048

OMER NO.
885

02/21/00

DATE

RICHARD J KROMER

PURCHASER'S NAME

RD#2 BOX 213A DIXON RD

STREET ADDRESS

DUBOIS PA 15801

CITY

375-9406

RES. PHONE

(800)916-9544

BUS. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING

NEW CAR

USED TRUCK YEAR 1995

MAKE JEEP

MODEL
WRANGLER

BODY

TYPE SW

COLOR GREEN

SERIAL NO.

1J4FY19P9SP276089

Miles on Vehicle Being Purchased

43023

STOCK NO. 119076

Sale Price of Unit

\$ 9006.00

USED CAR TRADE IN

(1) Make of Trade In

LICENSE # CCA7724

Soundproofing / Undercoating

Year Model Body

Serial No.

Balance Owed To

Address

Mileage on First Trade-

(2) Make of Second Trade In

Year Model Body

MVI or Serial No.

Balance Owed To

Address

Mileage on Second Trade-

NO FAULT INSURANCE INFORMATION

Ins. Co. Name

Policy No.

Ins. Agent Phone

Insurance Verification Signature

Effective Date

Expire

Deductible

\$5.00 HAS BEEN ADDED TO THE LICENSE FEE ON
NEW CARS PURCHASED IN THIS STATE (1.00 PER TIRE)

WARRANTY INFORMATION

FACTORY WARRANTY - The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

USED CAR WARRANTY - Used car is covered by a limited warranty detailed in a separate document.

AS IS - This motor vehicle is sold "AS IS" without any warranty either expressed or implied. The purchaser will bear the entire expense of repairing or correcting any defect that presently exists or that may occur in the vehicle.

PURCHASER'S SIGNATURE X SIGN HERE

USED CAR CONTRACTUAL DISCLOSURE STATEMENT

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$

PURCHASER'S SIGNATURE X SIGN HERE

Purchaser hereby acknowledges to the above clause

Purchaser agrees that this order includes all of the terms and conditions on both the face and reverse side hereof, that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby. This order shall not become binding until accepted by the dealer or his authorized representative. You, the buyer may cancel this contract and receive a full refund any time before receipt of a copy of this contract signed by an authorized dealer representative by giving written notice of cancellation to the dealer. Purchaser by his execution of this order acknowledges that he has read its terms and conditions and has received a true copy of this order.

PURCHASER'S SIGNATURE X

DATE 02/21/00

F & T MANAGER

ACCEPTED BY

SILKO, LEN

DATE

DEALER OR HIS AUTHORIZED REPRESENTATIVE

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Complaint, filed on behalf of the Plaintiff, Richard J. Kromer, was forwarded on the 31st day of October, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Walter A. Tilley, III, Esquire
Stetler & Gribbin
138 East Market Street
P.O. Box 2588
York, Pennsylvania 17405


David J. Hopkins, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	NO. 00-1239-CD
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and	:	
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	
	:	Type of Pleading: Answer with New
	:	Matter
	:	Filed on behalf of: Defendant,
	:	Interstate National Dealer Services,
	:	Inc.
	:	Counsel of record for this party:
	:	Walter A. Tilley, III, Esquire
	:	Supreme Court ID No. 37452
	:	Stetler & Gribbin
	:	138 East Market Street
	:	PO Box 2588
	:	York, PA 17405-2588
	:	(717) 854-9506

FILED

NOV 20 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	NO. 00-1239-CD
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and	:	
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	

NOTICE TO REPLY

YOU ARE HEREBY NOTIFIED to plead to the within Answer and New Matter twenty (20) days from the date of service hereof or a default judgment may be entered against you.

STETLER & GRIBBIN

Date: 11/17/00


Walter A. Tilley, III, Esquire
Attorney I.D. No. 37452
Attorney for Defendant, Interstate National
Dealer Services, Inc.
138 East Market Street
P.O. Box 2588
York, PA 17405-2588
Tel. (717) 854-9506
Fax (717) 845-4931

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	NO. 00-1239-CD
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and	:	
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	

**ANSWER WITH NEW MATTER OF DEFENDANT, INTERSTATE
NATIONAL DEALER SERVICES, INC., TO THE COMPLAINT**

AND NOW, comes the Defendant, Interstate National Dealer Services, Inc., (INDS) by and through its attorney, Walter A. Tilley, III, and files this Answer to the Plaintiff's Complaint.

1. Admitted.
2. Denied. After reasonable investigation, Interstate National Dealer Services, Inc. is unable to form a belief as to the truth of the averments.
3. Admitted.
4. Admitted.
5. Admitted.
6. Denied. After reasonable investigation, INDs does not have sufficient information to form a belief as to the truth of these allegations.
7. Admitted upon information and belief.
8. Admitted upon information and belief.
9. Denied. After reasonable investigation, INDs does not have sufficient information to form a belief as to the truth of these allegations.

10. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations.

Count I – Richard J. Kromer v. Team Motor Sales, Inc.

11. Paragraphs 1 through 10 of this Answer with New Matter are incorporated by reference

12-15. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations. The allegations are further denied as conclusions of law.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Complaint and enter judgment in its favor and against the Plaintiff.

Count II – Fraud

16. Paragraphs 1 through 15 of this Answer with New Matter are incorporated by reference.

17-19. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations. The allegations are further denied as conclusions of law.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Complaint and enter judgment in its favor and against the Plaintiff.

Count III – Richard J. Kromer v. Team Motor Sales, Inc.

19. Paragraphs 1 through 18 of this Answer with New Matter are incorporated by reference.

20. Denied as a conclusion of law requiring no further answer.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Complaint and enter judgment in its favor and against the Plaintiff.

Count IV – Richard J. Kromer v. Interstate National Dealer Services, Inc.

21. Paragraphs 1 through 20 of this Answer with New Matter are incorporated by reference.

22. Denied. The allegation is a conclusion of law requiring no further answer. By way of further answer, Team Motor Sales was authorized to act only as the dealer representative with respect to executing the Vehicle Service Contract. It did not have additional authority as an agent. Team Motor Sales is not a servant or employee of INDS.

23. Denied. The Vehicle Service Contract attached as "Exhibit A" to the Complaint speaks for itself and constitutes the contract between the Plaintiff and Defendant INDS.

24. Admitted in part; denied in part. It is admitted that the Plaintiff has filed a claim with INDS, and that INDS has refused to pay the claim. The remaining allegations are denied because INDS does not have sufficient information to form a belief as to the truth of the allegations.

25. Denied. To the contrary, for the reasons set forth below in the New Matter, INDS is not liable for the amount of the Plaintiff's claim.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Complaint and enter judgment in its favor and against the Plaintiff.

Count V

26. Paragraphs 1 through 25 of this Answer with New Matter are incorporated by reference.

27. Denied. To the contrary, for the reasons set forth below in the New Matter, INDS is not liable to the Plaintiff on the causes of action set forth in the Complaint.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Complaint and enter judgment in its favor and against the Plaintiff.

NEW MATTER

28. Paragraphs 1 through 27 of this Answer with New Matter are incorporated by reference.

29. Between February 21, 2000, the date of the purchase of the vehicle, and June 6, 2000, the date on which the transmission allegedly failed to operate, the Plaintiff drove 10,347 miles.

30. The Plaintiff failed to maintain the vehicle in accordance with the provisions of the Vehicle Service Contract with IND\$.

31. Inspection of the vehicle revealed mud, rust and water damage from off-road use.

32. The cause of the failure of the transmission was water intrusion into the transmission and transfer case and lack of proper lubrication.

33. The nature of the mud, rust and water, water intrusion into the transmission and transfer case, and lack of proper lubrication evidences operator abuse and improper maintenance of the vehicle.

34. The Vehicle Service Contract, under Paragraph H of "What Is Not Covered By Contract", excludes liability for "damage caused by loss of oil, lubricant or coolant, regardless of the cause."

25. Paragraph T under "What Is Not Covered By Contract" excludes liability for "malfunctions resulting from...excessive abuse...water, flood..."

26. The Plaintiff breached his Vehicle Service Contract in that he:

- A. Abused the vehicle;
- B. Failed to properly maintain the vehicle;
- C. Failed to check and maintain oil levels in the transmission, transaxel and other vehicle components;

- D. Caused the transmission, transaxel or other vehicle components to be submerged in water;

- E. Caused or permitted the transfer case to be contaminated with mud and water;

F. Failed to properly lubricate the transfer case, transmission and other vehicle components.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Complaint and enter judgment in its favor and against the Plaintiff.

Respectfully submitted,

STETLER & GRIBBIN

Date: 11/17/00

By:



Walter A. Tilley, III
Attorney for Defendant, Interstate National
Dealer Services, Inc.
Attorney I.D. No. 37452

138 East Market Street
PO Box 2588
York, PA 17405-2588
Tele: 717-854-9506
Fax: 717-845-4931

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	Plaintiff	NO. 00-1239-CD
	v.	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and INTERSTATE NATIONAL DEALER SERVICES, INC.,	Defendant	

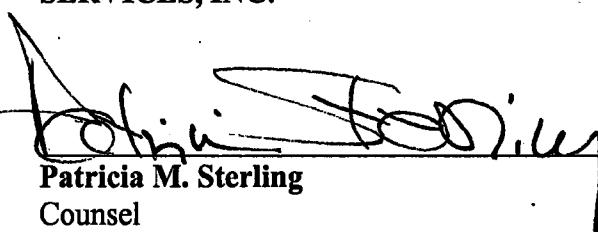
VERIFICATION

I verify that the statements made in the foregoing **ANSWER WITH NEW MATTER OF DEFENDANT, INTERSTATE NATIONAL DEALER SERVICES, INC., TO THE COMPLAINT** are true and correct to the best of my knowledge, information and belief. This Verification is made only as to the factual averments contained therein, and not to legal conclusions and averments authored by counsel in his capacity as attorney for the party or parties hereto. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

**INTERSTATE NATIONAL DEALER
SERVICES, INC.**

Date: November 15, 2000

By:


Patricia M. Sterling
Counsel

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	NO. 00-1239-CD
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and	:	
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Walter A. Tilley, III, Esquire, counsel for Defendant, Interstate National Dealer Services, Inc., hereby certify that I served a true and correct copy of the within **ANSWER WITH NEW MATTER OF DEFENDANT, INTERSTATE NATIONAL DELAER SERVICES, INC., TO THE COMPLAINT**, by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

Team Motor Sales, Inc.
1605 Scalp Avenue
Johnstown, PA 15904

STETLER & GRIBBIN

Date: 11/17/00

By: Walter A. Tilley, III

Walter A. Tilley, III
138 East Market Street
PO Box 2588
York, PA 17405-2588
Tele: 717-854-9506
Fax: 717-845-4931

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
NO. 00-1239-CD

RICHARD J. KROMER

v.

TEAM MOTOR SALES, INC.
and INTERSTATE NATIONAL
DEALER SERVICES, INC.

ANSWER WITH NEW MATTER OF
DEFENDANT, INTERSTATE NATIONAL
DEALER SERVICES, INC., TO THE
COMPLAINT

NOV 20 2000
171 112240cc
William A. Gandy
Prothonotary
RJG

STETLER & GRIBBIN

ATTORNEYS AT LAW
138 EAST MARKET STREET
P.O. BOX 2588

YORK, PENNSYLVANIA 17405
Walter A. Tilley, III

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendant

Type of Pleading: Answer to New Matter

Filed on behalf of: Richard Kromer,
Plaintiff.

Counsel of record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801
(814) 375-0300

FILED

DEC 13 2000

William A. Show
Prothonotary

FILED

DEC 13 2000

Matthew A. Pappas
Baptist Hospital

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendants

NOTICE

TO DEFENDANTS:

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by Attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Office of the Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

ANSWER TO NEW MATTER

AND NOW, comes Plaintiff, Richard J. Kromer, by and through his attorneys, The Hopkins Law Firm, and says answers the New Matter of Defendant Interstate National Dealer Services, Inc. as follows:

28. No answer is required of this paragraph.

29. Denied. When Plaintiff purchased the vehicle, the vehicle's odometer read 43,000 miles and when the Plaintiff brought the vehicle in for repairs, it had slightly over 50,000 miles meaning Plaintiff drove the vehicle less than 7,000 miles.

30. Denied. Plaintiff maintained the vehicle in accordance with the provisions of the vehicle service contract. Inasmuch as the vehicle was driven less than 7,000 miles, no maintenance was required relative to this lawsuit.

31. Neither admitted nor denied. Plaintiff is unable to admit or deny the allegations set forth in New Matter paragraph 31. To the extent an answer is required, Plaintiff denies operating the vehicle in off road conditions. Plaintiff admits to living on a dirt road.

32. Denied. Any water in the transmission transfer case was a result of condensation from lack of lubrication.

33. Denied. Plaintiff denies operating the vehicle in off road use and further denies Plaintiff was under an obligation to lubricate the transfer case within the first 7,000 miles of his ownership.

34. Admitted in part and denied in part. Plaintiff admits the provisions of the New Vehicle Service Contract states, "What Is Not Covered By Contract", allegedly excludes liability for "damage caused by loss of oil, lubricant or coolant, regardless of the cause." Plaintiff denies the language set forth under Paragraph H prohibits Plaintiff's recovery. By way of further answer, Plaintiff states the exclusions set forth in Paragraph H are void.

25. (35.) Admitted.

26. (36.)

A. Denied. Plaintiff denies he abused the vehicle or operated the vehicle off road.

B. Denied. Plaintiff denies he failed to properly maintain the vehicle or to check the oil levels in the transmission, transaxle or other vehicle components inasmuch as same was not necessary within the first 7,000 miles of Plaintiff's operation.

C. Denied. Plaintiff denies he was under an obligation to check the oil levels in the transmission, transaxle or other vehicle components inasmuch as same was not necessary within the first 7,000 mile of Plaintiff's operation.

D. Denied. Plaintiff denies the cause of the transmission problems with the vehicle or submerging in water while Plaintiff owned the motor vehicle.

E. Denied. Plaintiff denies the transmission was damaged as a result of mud and water contamination in the transfer case while Plaintiff owned the motor vehicle.

F. Denied. Plaintiff denies he failed to properly lubricate the transfer case, the transmission, or other vehicle components inasmuch as same was unnecessary within the first 7,000 miles of Plaintiff's ownership of the vehicle.

WHEREFORE, Plaintiff, Richard J. Kromer, respectfully requests the Court dismiss Defendant, Interstate National Dealer Service, Inc.'s, New Matter with prejudice.

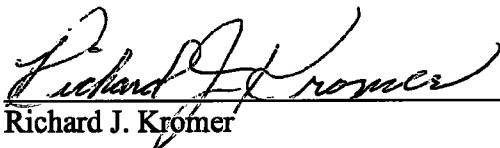
Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



Richard J. Krömer

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Answer to New Matter filed on behalf of the Plaintiff, Richard J. Kromer, was forwarded on the 13th day of December, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Walter A. Tilley, III, Esquire
Stetler & Gribbin
138 East Market Street
P.O. Box 2588
York, Pennsylvania 17405

M. David Halpern, Esquire
Jubelirer, Carothers, Krier & Halpern
Park View Center
10 Sheraton Drive
P.O. Box 2024
Altoona, PA 16603


David J. Hopkins, Esquire

FILED
Dec 14 2000
DEC 13 2000
William A. Shaw
Prothonotary

cc
Atty
Ergo

CR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER

Plaintiff

vs.

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL SERVICES, INC.
Defendants

Civil Division

No. 00 - 1239 C.D.

Type of Pleading:
**Preliminary Objections to
Plaintiff's Complaint**

Filed on behalf of:
TEAM MOTOR SALES, INC.

Counsel of Record for this party:

M. David Halpern, Esquire
PA I.D. #01570
Kathy J. Mauk, Esquire
PA I.D. #73245
JUBELIRER, CAROTHERS
KRIER & HALPERN
Park View Center
10 Sheraton Drive
P.O. Box 2024
Altoona, PA 16603
(814) 943-1149

*Mauk - David
Halpern - Mauk
Clerk*

FILED

DEC 14 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER, : No. 00 - 1239 C.D.
Plaintiff :
: vs.
: :
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC., :
Defendant :
:

ORDER OF COURT

AND NOW, this _____ day of _____, 2000, upon Preliminary Objections of
JUBELIRER, CAROTHERS, KRIER & HALPERN, Attorneys for Defendant, TEAM MOTOR
SALES, INC., it is hereby

ORDERED, DIRECTED, AND DECREED that Plaintiff is directed to file a more
specific pleading with regard to Count III, specifically identifying the Pennsylvania Statute he
alleges this Defendant violated, within twenty (20) days, ~~or this matter will be dismissed with~~
~~prejudice.~~

BY THE COURT:

J.

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	No. 00 - 1239 C.D.
Plaintiff	:	
	:	
vs.	:	
	:	
TEAM MOTOR SALES, INC. and	:	
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	

DEFENDANT'S, TEAM MOTOR SALES, INC.
PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

AND NOW, comes Defendant, TEAM MOTOR SALES, INC., by and through its Attorneys, JUBELIRER, CAROTHERS, KRIER & HALPERN, and files the within Preliminary Objections to Plaintiff's Complaint, and in support thereof avers the following:

1. Plaintiff has filed a claim against the above-captioned Defendants, alleging breach of contract, fraud, and breach of warranty.
2. As to this Moving Defendant, Plaintiff basically alleges that Team sold him a Jeep Wrangler, misrepresenting that a "100 point test" had been performed, and the Jeep Wrangler was in good working condition. Plaintiff's alleged harm is that the Jeep Wrangler was not in good working condition and the front and/or four wheel drive did not work properly as of June 1, 2000, when the car had approximately 51,000 miles on the odometer. In his Complaint, Plaintiff sets forth related averments against Interstate National Dealer Services, Inc. who has filed an Answer with New Matter.
3. Pennsylvania Rule of Civil Procedure No. 1019(a), provides that the material facts upon which a cause of action is based shall be stated in a concise and summary form.

4. At Count III Plaintiff alleges that the liability of Team Motor Sales, Inc. is based upon "consumer fraud within the meaning of the Pennsylvania Statutes" (paragraph 20) but fails to identify what statutes have allegedly been violated.

5. Pennsylvania is a fact pleading state. As such, specificity in pleading is required. Rule 1019(a) of the Pennsylvania Rules of Civil Procedure requires that a plaintiff plead "[t]he material facts on which a cause of action or defense is based...in a concise and summary form."

6. The purpose of this rule of civil procedure is to assure that a defendant is apprised of that against which he is to defend. Landau v. Western Pennsylvania National Bank, 445 Pa. 217, 282 A.2d 335 (1971); Smith v. Wagner, 403 Pa.Super. 316, 588 A.2d 1308 (1991).

7. Plaintiff has not identified the Pennsylvania Statutes he alleges Moving Defendant violated.

8. Without this data, Moving Defendant cannot assess the merits of Plaintiff's cause(s) of action or the adequacy thereof, and is fundamentally prejudiced in the preparation of a defense.

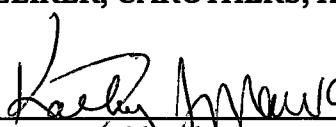
9. Plaintiff's open ended averment that some unidentified statute has been violated could be interpreted to mean any number of claims throughout the pendency of this case, to this Defendant's detriment.

10. Moving Defendant cannot defend against claims Plaintiff has asserted without knowing the material facts upon which such claims are based. The statute Plaintiff alleges Defendant violated is essential to the claims made, and defenses to be asserted.

WHEREFORE, Defendant, TEAM MOTOR SALES, INC., respectfully requests that Plaintiff be directed to file a more specific pleading with regard to Count III, specifically identifying the Pennsylvania Statute he alleges this Defendant violated.

Respectfully submitted,

JUBELIRER, CAROTHERS, KRIER & HALPERN

BY: 

M. David Halpern, Esquire

PA I.D. #01570

Kathy J. Mauk, Esquire

PA I.D. #73245

Park View Center, 10 Sheraton Drive

P.O. Box 2024

Altoona, PA 16603

(814) 943-1149

Attorneys for Defendant,

TEAM MOTOR SALES, INC.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the foregoing **PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT** on all counsel of record and/or parties of interest by depositing same in the United States Mail, postage prepaid at Altoona, Pennsylvania on this 15th day of December, 2000, and addressed as follows:

David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801
(814) 375-0300
(Counsel for Plaintiff)

Walter A. Tilley, III, Esquire
STETLER & GRIBBIN
138 East Market Street
P.O. Box 2588
York, PA 17405
(717) 854-9506
(Counsel for Defendant INTERSTATE
NATIONAL DEALER SERVICES, INC.)

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: 

M. David Halpern, Esquire
PA I.D. #01570
Kathy J. Mauk, Esquire
PA I.D. #73245
Attorney for Defendant,
TEAM MOTOR SALES, INC.

FILED

DEC 14 2000

11:15 AM

William A. Shaw
Prothonotary

WC C/L
KBB

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10358

KROMER, RICHARD J.

00-1239-CD

VS.

TEAM MOTOR SALES, INC. AI

COMPLAINT

SHERIFF RETURNS

NOW NOVEMBER 1, 2000, BOB KOLAR, SHERIFF OF CAMBRIA COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON TEAM MOTOR SALES INC., DEFENDANT.

Shaw FILED 03:03 PM
DEC 15 2000

William A. Shaw
Prothonotary

NOW NOVEMBER 6, 2000 SERVED THE WITHIN COMPLAINT ON TEAM MOTOR SALES INC., DEFENDANT BY DEPUTIZING THE SHERIFF OF CAMBRIA COUNTY. THE RETURN OF SHERIFF KOLAR IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BRANDON FORNAEI, SALES CONSULTANT.

Return Costs

Cost	Description
27.88	SHFF. HAWKINS PAID BY: ATTY.
37.25	SHFF. KOLAR PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

15, Day Of Dec 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 Marilyn Harris*

Chester A. Hawkins
Sheriff

CASE # PLAINTIFF
90330-00 KROMER, RICHARD
DATE 11/06/00

DEFENDANT
TEAM MOTOR SALES INC. 001239CD

AT 11:25AM- SERVED THE COMPLAINT WITH NOTICE TO DEFEND UPON TEAM MOTOR SALES INC. BY HANDING A TRUE AND ATTESTED COPY THEREOF TO BRANDON FORNAEI, SALES CONSULTANT, HE BEING THE PERSON IN CHARGE AT 1605 SCALP AVE., JOHNSTOWN, CAMBRIA COUNTY PA AND MAKING CONTENTS THEREOF KNOWN TO HIM. MY COSTS PAID BY ATTORNEY FOR PLAINTIFF.

SO ANSWERS,

SHERIFF COSTS: \$34.25
PRO: 3.00
TOTAL: \$37.25

Bob Kalar
SHERIFF

SWORN AND SUBSCRIBED TO BEFORE ME THIS 20 DAY OF NOV., 2000.

PRO: Patty Bechelis



**Sheriff's Office
Clearfield County**

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-6089

2000-90330

CHESTER A. HAWKINS
SHERIFF

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY
MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER

NO. 00-1239-CD

VS
TEAM MOTOR SALES INC

ACTION: COMPLAINT

SERVE BY: 11/30/00

or

HEARING DATE: *****

SERVE: TEAM MOTOR SALES INC

ADDRESS: 1605 Scalp Ave. Johnstown, Pa. 15904

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of CAMBRIA County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 1st day of NOVEMBER 2000.

Respectfully,

CHESTER A. HAWKINS
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: HOPKINS LAW FIRM

C A M B R I A C O U N T Y
S H E R I F F

11/17/00

HOPKINS LAW FIRM
900 BEAVER DRIVE

DUBOIS

PA 15801-0000

BOB KOLAR, SHERIFF
CAMBRIA COUNTY
PENNSYLVANIA

STATEMENT

BOB KOLAR, SHERIFF SHERIFF, CAMBRIA COUNTY, PA	CIVIL REC & DOCKETING & R	9.00
	CIVIL SERVICE	9.00
	GENERAL MILEAGE	16.25
	PROTHONOTARY NOTARY	3.00
KROMER, RICHARD 90330-00 COMPLAINT-KROMER VS. TEAM MOTOR SALE KROMER, RICHARD	REFUND ON DOCKET	62.75

V S
TEAM MOTOR SALES INC. 001239CD

HOPKINS LAW FIRM
900 BEAVER DRIVE

DUBOIS, PA 15801

TOTAL COSTS.....	100.00
TOTAL RECEIPTS.....	100.00

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendant

Type of Pleading: Amended Complaint

Filed on behalf of: Richard Kromer,
Plaintiff.

Counsel of record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801
(814) 375-0300

FILED

DEC 26 2000

11:50 AM

William A. Shaw
Prothonotary

No. C/C. E/KM

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendants

NOTICE

TO DEFENDANTS:

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by Attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Office of the Court Administrator
Clearfield County Courthouse
One North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

RICHARD J. KROMER,	:
Plaintiff	:
vs.	:
	No. 00-1239
TEAM MOTOR SALES, INC. and	:
INTERSTATE NATIONAL DEALER	:
SERVICES, INC.	:
Defendants	:

AMENDED COMPLAINT

AND NOW, comes Plaintiff, Richard J. Kromer, by and through his attorneys, The Hopkins Law Firm, and says as follows:

1. The Plaintiff is Richard J. Kromer who resides at R. D. #2, Box 213A, Dixon Road, DuBois, Pennsylvania 15801.
2. The Defendant, Team Motor Sales, Inc., is a Pennsylvania corporation maintaining a principal business address at 1605 Scalp Avenue, Johnstown, Pennsylvania 15904.
3. The Defendant, Interstate National Dealer Services, Inc., is a corporation who maintains a principal mailing address at The Omni, Suite 700, 333 Earle Ovington Boulevard, Uniondale, New York, 11553-9340.
4. On or about February 21, 2000, Plaintiff purchased a 1995 Jeep Wrangler, Serial No. 1J4FY19P9SP276089, from Defendant Team Motor Sales , Inc.
5. At the time of Plaintiff's purchase, Plaintiff also purchased a five (5) year, 50,000 mile extended service contract through Defendant Interstate National Dealer Services, Inc. (hereinafter "Interstate"). A photo copy of the service contract is attached hereto as Exhibit "A" and incorporated as if set forth at length.

6. At the time Plaintiff purchased the motor vehicle, agents and/or employees of Team Motor Sales, Inc. represented to Plaintiff that Defendant Team Motor Sales, Inc. performed a "100 point test" on the vehicle and it was in good working condition.

7. Based upon the representations of Defendant Team Motor Sales, Inc., Plaintiff purchased the motor vehicle agreeing to pay a total price, including tax and documentary fees, of \$10,961.08. A photocopy of the purchase order is attached hereto and incorporated by reference as Exhibit "B".

8. At the time of purchase, the miles on the vehicle were 43,023.

9. On June 1, 2000, less than three and one half (3 1/2) months after Plaintiff purchased the motor vehicle, Plaintiff discovered the transmission was inoperative in that the front wheel drive mechanism was seized up and conceivable the four wheel drive had never worked from the time Plaintiff purchased the motor vehicle.

10. On June 1, 2000, the vehicle had been driven approximately 51,000 miles.

COUNT I

Richard J. Kromer vs. Team Motor Sales, Inc.

11. Plaintiff repeats each of the allegations set forth in paragraphs 1 through 10 as if set forth at length herein.

12. At all material times hereto, Defendant Team Motor Sales, Inc. represented the vehicle had an operating four wheel drive system and further that the vehicle had been subjected to a "100 point test" by Defendant Team Motor Sales, Inc.

13. Plaintiff justifiably relied upon the allegations of Team Motor Sales, Inc.

14. The allegations of Defendant Team Motor Sales, Inc. were untrue.

15. Defendant Team Motor Sales, Inc. breached its contract with Plaintiff inasmuch as Team Motor Sales, Inc. had not subjected the vehicle to a 100 point test. Also the vehicle's front wheel drive system was inoperative, and as a result thereof, Plaintiff has suffered damages in excess of \$8,000.00.

WHEREFORE, Plaintiff demands damages against Defendant Team Motor Sales, Inc. in an amount less than \$20,000.00 together with cost of suit, and such other and further relief as a Board of Arbitrators deems appropriate.

COUNT II – FRAUD

16. Plaintiff repeats each of the allegations set forth in Count I as if set forth herein at length.

17. Defendant Team Motor Sales, Inc. represented to Plaintiff the vehicle at issue knowing that the vehicle had not been subjected to a 100 point test and further that the four wheel drive on the motor vehicle was not operational.

18. Plaintiff relied upon the statements of Defendant Team Motor Sales, Inc. that the motor vehicle had been placed through a 100 point test and that the four wheel drive on the vehicle was operational and as a result thereof purchased the vehicle.

19. The actions of Defendant Team Motor Sales, Inc. constitutes fraud and as a result of said fraud, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands damages against Defendant Team Motor Sales, Inc. for the following:

- a. Compensatory damages;
- b. Punitive damages;
- c. Cost of suit;

d. Such other and further relief as the Court deems fair, just and equitable.

COUNT III

Richard J. Kromer vs. Team Motor Sales, Inc.

19. Plaintiff repeats each of the allegations set forth in Count I and Count II as if set forth at length herein.

20. The actions of Defendant Team Motor Sales, Inc. constitute a violation of the unfair trade practice and consumer protection law, 73 P.S. §201 et seq. for which Plaintiff has suffered damages and is entitled to recovery pursuant to the aforesaid statute.

WHEREFORE, Plaintiff demands judgment for the following:

- a. Compensatory damages;
- b. Treble damages;
- c. Costs of suit;
- d. Attorney fees at the rate of \$175.00 per hour;
- e. Such other and further relief as the Court deems fair, just and equitable.

COUNT IV

Richard J. Kromer vs. Interstate National Dealer Services, Inc.

21. Plaintiff repeats each of the allegations set forth in Counts 1 through III as if set forth at length herein.

22. At all material times hereto, Team Motor Sales, Inc. was an agent, servant or employee of Defendant Interstate and at all material times hereto, was authorized to represent Interstate.

23. Defendant Interstate represented that in exchange for \$1,237.00 it would provide Plaintiff with a five (5) year 50,000 mile warranty.

24. When Plaintiff learned that the transmission was seized up, Plaintiff made a claim upon Defendant Interstate which has been refused.

25. The actions of Defendant Interstate constitute breach of contract for which Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant Interstate National Dealer Services, Inc. in an amount less than \$20,000.00 together with cost of suits and such other and further relief as the Court deems fair, just and equitable.

COUNT V

26. Plaintiff repeats each of the allegations set forth in Counts 1 through IV as if set forth at length herein.

27. The actions of Defendant Interstate constitute breach of warranty for which Plaintiff has suffered damage.

WHEREFORE, Plaintiff demands judgment against Defendant Interstate National Dealer Services, Inc. in an amount less than \$20,000.00 together with cost of suits and such other and further relief as the Court deems fair, just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by twelve jurors on all issues presented herein.

Respectfully submitted,



David J. Hopkins, Esquire

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Amended Complaint, filed on behalf of the Plaintiff, Richard J. Kromer, was forwarded on the 22 day of December, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Walter A. Tilley, III, Esquire
Stetler & Gribbin
138 East Market Street
P.O. Box 2588
York, Pennsylvania 17405

M. David Halpern, Esquire
Jubelirer, Carothers, Krier & Halpern
Park View Center
10 Sheraton Drive
P.O. Box 2024
Altoona, PA 16603

David J. Hopkins, Esquire

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER, : No. 00 - 1239 C.D.
Plaintiff :
: :
vs. : :
: :
TEAM MOTOR SALES, INC. and : :
INTERSTATE NATIONAL DEALER : :
SERVICES, INC., : :
Defendant : :

NOTICE TO PLEAD

TO PLAINTIFF: RICHARD J. KROMER
David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801
(814) 375-0300
(Counsel for Plaintiff)

You are hereby notified to file a written response to the enclosed New Matter within twenty (20) days from service hereof or a judgment may be entered against you.

Respectfully submitted,

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: Kathy J. Mauk

Kathy J. Mauk, Esquire

PA I.D. # 73245

Park View Center

Ten Sheraton Drive

P.O. Box 2024

Altoona, PA 16603

(814) 943-1149

Attorney for Defendant,

TEAM MOTOR SALES, INC.

FILED

JAN 11 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER, : No. 00 - 1239 C.D.
Plaintiff :
: :
vs. :
: :
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC., :
Defendant :
:

ANSWER WITH NEW MATTER TO PLAINTIFF'S AMENDED COMPLAINT

AND NOW, comes the Defendant, TEAM MOTOR SALES, INC., by and through his
Attorneys, JUBELIRER, CAROTHERS, KRIER & HALPERN, and files the within Answer to
Plaintiff's Complaint With New Matter.

1. Denied. The averments set forth at paragraph 1 are denied for after reasonable investigation, Answering Defendant is without information or knowledge sufficient to form a belief as to the truth of the same. Strict proof of said averment is demanded at trial.
2. Admitted.
3. The averments set forth at paragraph 3 are directed to parties and/or persons other than this Answering Defendant. Accordingly, no response is required of Answering Defendant.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted in part and denied in part. It is admitted that on February 21, 2000 Plaintiff purchased the 1995 Jeep Wrangler, and the attached invoice reflects a total purchase price of \$10,961.08. The averments regarding Plaintiff's subjective state of mind are denied for

after reasonable investigation Answering Defendant is without information or knowledge sufficient to form a belief as to the truth of the same.

8. Admitted.

9. Denied. It is specifically denied that "the four wheel drive had never worked from the time Plaintiff purchased the motor vehicle." To the contrary, the subject Jeep Wrangler was in good working condition when sold to the Plaintiff, and any damage alleged by Plaintiff was caused by the Plaintiff. The balance of the averments set forth at paragraph 9 are denied for after reasonable investigation, Answering Defendant is without information or knowledge sufficient to form a belief as to the truth of the same. Strict proof of said averments is demanded at trial. Answering Defendant incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

10. Admitted in part and denied in part. It is admitted that on June 7, 2000 Plaintiff presented the subject Jeep Wrangler to Johnson Chrysler Plymouth Jeep Eagle in Reynoldsville, PA for a transmission / 4-wheel drive condition, and that the vehicle at that time had an odometer reading of 53,370 miles. To the extent the averments set forth at paragraph 10 are not specifically admitted herein, the same are denied with strict proof demanded at trial.

COUNT I

Richard J. Kromer vs. Team Motor Sales, Inc.

11. Admitted and/or denied as set forth herein before. Answering Defendant incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

12. Admitted.

13. Denied. The averments set forth at paragraph 13 are denied for after reasonable investigation, Answering Defendant is without information or knowledge sufficient to form a belief as to the truth of the same. Strict proof of said averments is demanded at trial.

14. Denied. It is denied that Answering Defendant, TEAM MOTOR SALES, INC. misrepresented in any manner. It is specifically denied that Answering Defendant made any untrue allegations as alleged in Plaintiff's Complaint. Strict proof of the averments set forth at paragraph 14 is demanded at trial. Answering Defendant incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

15. Denied. The averments set forth at paragraph 15 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the averments set forth at paragraph 15 are denied. It is denied that Answering Defendant breached a contract with the Plaintiff, or that the vehicle's front wheel drive system was inoperative at the time of purchase. Answering Defendant did perform a 100 point test on the Jeep Wrangler, and the vehicle was in good operating condition at the time of purchase. It is specifically denied that the Plaintiff suffered any damages as a result of Answering Defendant's conduct. Strict proof of the averments set forth at paragraph 15 is demanded at trial. Answering Defendant, TEAM MOTOR SALES, INC., incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

WHEREFORE, Defendant, TEAM MOTOR SALES, INC., respectfully requests that judgment be entered in its favor and against the Plaintiff with prejudice.

COUNT II - FRAUD

16. Admitted and/or denied as set forth herein before. Answering Defendant incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

17. Denied. It is specifically denied that the four wheel drive on the subject Jeep Wrangler was not operational at the time of purchase. It is further specifically denied that Answering Defendant made any misrepresentations or false statements to the Plaintiff. The Jeep Wrangler was subjected to a 100 point test, and was in good working condition at the time of purchase. Strict proof is demanded at trial. Answering Defendant, TEAM MOTOR SALES, INC., incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

18. Denied and/or denied for after reasonable investigation Answering Defendant is without information or knowledge sufficient to form a belief as to the truth of the same. Answering Defendant does not know Plaintiff's state of mind when he purchased the vehicle. It is specifically denied that Answering Defendant misrepresented and/or made any untrue or false representations to the Plaintiff. Therefore, it is specifically denied that the Plaintiff relied upon any false statements and/or misrepresentations in deciding to purchase the vehicle, as none were made by Answering Defendant. Answering Defendant, TEAM MOTOR SALES, INC., incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein. Strict proof of these averments is demanded at trial.

19. Denied. The averments set forth at paragraph 19 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the averments set forth at paragraph 19 are denied. It is denied that Answering Defendant's actions constituted

fraud. It is specifically denied that the Plaintiff suffered any damages as a result of Answering Defendant's conduct. Strict proof of the averments set forth at paragraph 19 is demanded at trial. Answering Defendant, TEAM MOTOR SALES, INC., incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

WHEREFORE, Defendant, TEAM MOTOR SALES, INC., respectfully requests that judgment be entered in its favor and against the Plaintiff with prejudice.

COUNT III

Richard J. Kromer vs. Team Motor Sales, Inc.

19.[20] Admitted and/or denied as set forth herein before. Answering Defendant incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

20.[21] Denied. The averments set forth at paragraph 20 [21] contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the averments set forth at paragraph 20 [21] are denied. It is denied that Answering Defendant's actions constituted fraud. It is specifically denied that the Plaintiff suffered any damages as a result of Answering Defendant's conduct. Strict proof of the averments set forth at paragraph 20 [21] is demanded at trial. Answering Defendant, TEAM MOTOR SALES, INC., incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

WHEREFORE, Defendant, TEAM MOTOR SALES, INC., respectfully requests that judgment be entered in its favor and against the Plaintiff with prejudice.

COUNT IV

Richard J. Kromer vs. Interstate National Dealer Services, Inc.

21. – 25. The averments set forth at Paragraphs 21-25 are directed to parties and/or persons other than this Answering Defendant. Accordingly, no response is required of Answering Defendant. To the extent a further response is deemed necessary, Answering Defendant, TEAM MOTOR SALES, INC., incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

WHEREFORE, Defendant, TEAM MOTOR SALES, INC., respectfully requests that judgment be entered in its favor and against the Plaintiff with prejudice.

COUNT V

26. – 27. The averments set forth at Paragraph 26-27 are directed to parties and/or persons other than this Answering Defendant. Accordingly, no response is required of Answering Defendant. To the extent a further response is deemed necessary, Answering Defendant, TEAM MOTOR SALES, INC., incorporates by reference the preceding and subsequent averments in this pleading as if the same were set forth at length herein.

WHEREFORE, Defendant, TEAM MOTOR SALES, INC., respectfully requests that judgment be entered in its favor and against the Plaintiff with prejudice.

By way of further response, Defendant, TEAM MOTOR SALES, INC. avers by way of New Matter:

NEW MATTER

28. By way of a further and more complete response, Defendant, TEAM MOTOR SALES, INC., avers the following New Matter, and hereby incorporates by reference the

preceding averments / responses set forth in this pleading as if the same were set forth at length herein.

29. When Plaintiff purchased the 1995 Jeep Wrangler a 100 point test had been performed, and the vehicle was in good working condition.

30. From February 21, 2000 through June 7, 2000 the vehicle Plaintiff purchased was driven 10,347 miles.

31. Plaintiff caused the damage to the vehicle for which he is seeking compensation by inadequately maintaining the vehicle.

32. Plaintiff caused the damage to the vehicle for which he is seeking compensation by abusing and/or misusing the vehicle.

33. Defendant Team Motor Sales, Inc. did not breach any agreement with the Plaintiff.

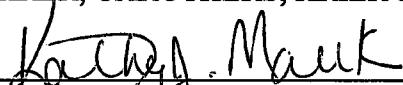
34. As a matter of law, Plaintiff is not entitled to punitive damages.

WHEREFORE, Defendant, TEAM MOTOR SALES, INC., respectfully requests that judgment be entered in its favor and against the Plaintiff with prejudice.

Respectfully submitted,

JUBELIRER, CAROTHERS, KRIER & HALPERN

BY:


M. David Halpern, Esquire

PA I.D. #01570

Kathy J. Mauk, Esquire

PA I.D. #73245

Park View Center, 10 Sheraton Drive

P.O. Box 2024

Altoona, PA 16603

(814) 943-1149

Attorneys for Defendant,

TEAM MOTOR SALES, INC.

CERTIFICATE OF SERVICE

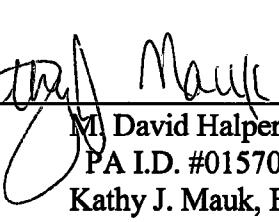
I HEREBY CERTIFY that I served a true and correct copy of the foregoing **ANSWER WITH NEW MATTER TO PLAINTIFF'S AMENDED COMPLAINT** on all counsel of record and/or parties of interest by depositing same in the United States Mail, postage prepaid at Altoona, Pennsylvania on this 10th day of January, 2001, and addressed as follows:

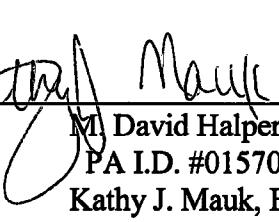
David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801
(814) 375-0300
(Counsel for Plaintiff)

Walter A. Tilley, III, Esquire
STETLER & GRIBBIN
138 East Market Street
P.O. Box 2588
York, PA 17405
(717) 854-9506
(Counsel for Defendant INTERSTATE
NATIONAL DEALER SERVICES, INC.)

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: Kathy J. Mauk


M. David Halpern, Esquire
PA I.D. #01570


Kathy J. Mauk, Esquire
PA I.D. #73245
Attorney for Defendant,
TEAM MOTOR SALES, INC.

FILED

JAN 1 1 2001
10/14/01 NCC
William A. Shaw
Prothonotary
E
RCP

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER, : No. 00 - 1239 C.D.
Plaintiff :
: vs.
: :
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC., :
Defendant :
:

VERIFICATION TO BE ATTACHED TO DEFENDANT'S
ANSWER WITH NEW MATTER TO PLAINTIFF'S AMENDED COMPLAINT

NOW, comes the Defendant, TEAM MOTOR SALES, INC. by and through its attorneys, JUBELIRER, CAROTHERS, KRIER & HALPERN, and files the within Verification to be attached to the Answer with New Matter to Plaintiff's Complaint previously filed on its behalf, and in support thereof states as follows:

1. On or about the 11th day of January, 2001, Defendant, Team Motor Sales, Inc., by and through its attorneys, filed its Answer with New Matter to Plaintiff's Complaint and forwarded true and correct copies of the same to counsel of record.
2. The attached Verification, as executed by John R. McGregor, President of Team Motor Sales, Inc. is now offered in support of the above-referenced Answer.

Respectfully submitted,

JUBELIRER, CAROTHERS, KRIER & HALPERN

BY: Kathy J. Mauk

M. David Halpern, Esquire
PA I.D. #01570

Kathy J. Mauk, Esquire
PA I.D. # 73245
Park View Center, 10 Sheraton Drive
P.O. Box 2024

Altoona, PA 16603
(814) 943-1149
Attorney for Defendant
TEAM MOTOR SALES, INC.

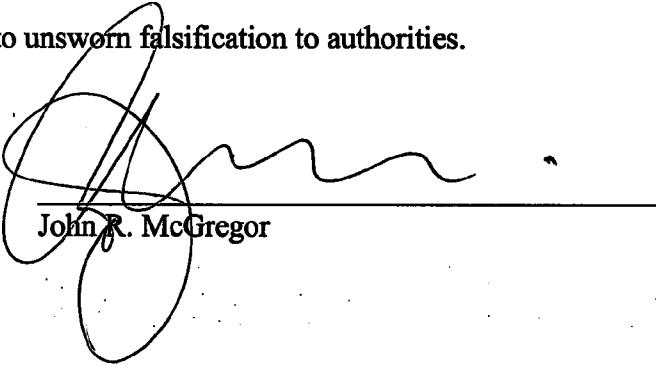
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JAN 12 2001

William A. Shaw
Prothonotary

VERIFICATION

I, JOHN R. McGREGOR, President of TEAM MOTOR SALES, INC., hereby verify that the foregoing averments of fact in the ANSWER WITH NEW MATTER TO PLAINTIFF'S AMENDED COMPLAINT are true and correct and are based upon my personal knowledge, information or belief. I understand that these averments of fact are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.


John R. McGregor

Date: 1-10-01

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a true and correct copy of the foregoing **VERIFICATION TO BE ATTACHED TO ANSWER WITH NEW MATTER TO PLAINTIFF'S AMENDED COMPLAINT** on all counsel of record and/or parties of interest by depositing same in the United States Mail, postage prepaid at Altoona, Pennsylvania on this 14 day of January, 2001, and addressed as follows:

David J. Hopkins, Esquire
900 Beaver Drive
DuBois, PA 15801
(814) 375-0300
(Counsel for Plaintiff)

Walter A. Tilley, III, Esquire
STETLER & GRIBBIN
138 East Market Street
P.O. Box 2588
York, PA 17405
(717) 854-9506
(Counsel for Defendant INTERSTATE
NATIONAL DEALER SERVICES, INC.)

JUBELIRER, CAROTHERS, KRIER & HALPERN

By: Kathy J. Mauk

M. David Halpern, Esquire
PA I.D. #01570

Kathy J. Mauk, Esquire
PA I.D. #73245
Attorney for Defendant,
TEAM MOTOR SALES, INC.

FILED
M 15 NOV
JAN 12 2001
ECS

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,

Plaintiff

NO. 00-1239-CD

v.

CIVIL ACTION - LAW

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.,

Defendant

Type of Pleading: Answer with New
Matter to Amended Complaint

Filed on behalf of: Defendant,
Interstate National Dealer Services,
Inc.

Counsel of record for this party:

Walter A. Tilley, III, Esquire
Supreme Court ID No. 37452

Stetler & Gribbin
138 East Market Street
PO Box 2588
York, PA 17405-2588
(717) 854-9506

FILED

JAN 18 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	NO. 00-1239-CD
Plaintiff	
v.	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and	
INTERSTATE NATIONAL DEALER	
SERVICES, INC.,	
Defendant	

NOTICE TO REPLY

YOU ARE HEREBY NOTIFIED to plead to the within Answer and New Matter twenty (20) days from the date of service hereof or a default judgment may be entered against you.

STETLER & GRIBBIN

Date: 4/16/01


Walter A. Tilley, III, Esquire
Attorney I.D. No. 37452
Attorney for Defendant, Interstate National
Dealer Services, Inc.
138 East Market Street
P.O. Box 2588
York, PA 17405-2588
Tel. (717) 854-9506
Fax (717) 845-4931

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	NO. 00-1239-CD
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and	:	
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	

**ANSWER WITH NEW MATTER OF DEFENDANT, INTERSTATE
NATIONAL DEALER SERVICES, INC., TO PLAINTIFF'S AMENDED COMPLAINT**

AND NOW, comes the Defendant, Interstate National Dealer Services, Inc., (INDS) by and through its attorney, Walter A. Tilley, III, and files this Answer to the Plaintiff's Amended Complaint.

1. Admitted.
2. Denied. After reasonable investigation, Interstate National Dealer Services, Inc. is unable to form a belief as to the truth of the averments.
3. Admitted.
4. Admitted.
5. Admitted.
6. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations.
7. Admitted upon information and belief.
8. Admitted upon information and belief.

9. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations.

10. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations.

Count I – Richard J. Kromer v. Team Motor Sales, Inc.

11. Paragraphs 1 through 10 of this Answer with New Matter are incorporated by reference

12-15. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations. The allegations are further denied as conclusions of law.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Amended Complaint and enter judgment in its favor and against the Plaintiff.

Count II – Fraud

16. Paragraphs 1 through 15 of this Answer with New Matter are incorporated by reference.

17-19. Denied. After reasonable investigation, INDS does not have sufficient information to form a belief as to the truth of these allegations. The allegations are further denied as conclusions of law.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Amended Complaint and enter judgment in its favor and against the Plaintiff.

Count III – Richard J. Kromer v. Team Motor Sales, Inc.

20. (misnumbered in the Complaint as 19). Paragraphs 1 through 19 of this Answer with New Matter are incorporated by reference.

21. (misnumbered in the Complaint as 20). Denied as a conclusion of law requiring no further answer.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Amended Complaint and enter judgment in its favor and against the Plaintiff.

Count IV – Richard J. Kromer v. Interstate National Dealer Services, Inc.

22. (misnumbered in the Complaint as 21). Paragraphs 1 through 21 of this Answer with New Matter are incorporated by reference.

23. (misnumbered in the Complaint as 22). Denied. The allegation is a conclusion of law requiring no further answer. By way of further answer, Team Motor Sales was authorized to act only as the dealer representative with respect to executing the Vehicle Service Contract. It did not have additional authority as an agent. Team Motor Sales is not a servant or employee of INDS.

24. (misnumbered in the Complaint as 23). Denied. The Vehicle Service Contract attached as "Exhibit A" to the Complaint speaks for itself and constitutes the contract between the Plaintiff and Defendant INDS.

25. (misnumbered in the Complaint as 24). Admitted in part; denied in part. It is admitted that the Plaintiff has filed a claim with INDS, and that INDS has refused to pay the claim. The remaining allegations are denied because INDS does not have sufficient information to form a belief as to the truth of the allegations.

26. (misnumbered in the Complaint as 25). Denied. To the contrary, for the reasons set forth below in the New Matter, INDS is not liable for the amount of the Plaintiff's claim.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Amended Complaint and enter judgment in its favor and against the Plaintiff.

Count V

27. (misnumbered in the Complaint as 26). Paragraphs 1 through 26 of this Answer with New Matter are incorporated by reference.

28. (misnumbered in the Complaint as 27). Denied. To the contrary, for the reasons set forth below in the New Matter, INDS is not liable to the Plaintiff on the causes of action set forth in the Amended Complaint.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Amended Complaint and enter judgment in its favor and against the Plaintiff.

NEW MATTER

29. Paragraphs 1 through 28 of this Answer with New Matter are incorporated by reference.

30. Between February 21, 2000, the date of the purchase of the vehicle, and June 6, 2000, the date on which the transmission allegedly failed to operate, the Plaintiff drove 10,347 miles.

31. The Plaintiff failed to maintain the vehicle in accordance with the provisions of the Vehicle Service Contract with INDS.

32. Inspection of the vehicle revealed mud, rust and water damage from off-road use.

33. The cause of the failure of the transmission was water intrusion into the transmission and transfer case and lack of proper lubrication.

34. The nature of the mud, rust and water, water intrusion into the transmission and transfer case, and lack of proper lubrication evidences operator abuse and improper maintenance of the vehicle.

35. The Vehicle Service Contract, under Paragraph H of "What Is Not Covered By Contract", excludes liability for "damage caused by loss of oil, lubricant or coolant, regardless of the cause."

36. Paragraph T under "What Is Not Covered By Contract" excludes liability for "malfunctions resulting from...excessive abuse...water, flood..."

37. The Plaintiff breached his Vehicle Service Contract in that he:

- A. Abused the vehicle;
- B. Failed to properly maintain the vehicle;

- C. Failed to check and maintain oil levels in the transmission, transaxel and other vehicle components;
- D. Caused the transmission, transaxel or other vehicle components to be submerged in water;
- E. Caused or permitted the transfer case to be contaminated with mud and water;
- F. Failed to properly lubricate the transfer case, transmission and other vehicle components.

WHEREFORE, Defendant, Interstate National Dealer Services, Inc., respectfully requests your Honorable Court to dismiss the Amended Complaint and enter judgment in its favor and against the Plaintiff.

Respectfully submitted,

STETLER & GRIBBIN

Date: 11/14/01

By: 

Walter A. Tilley, III
Attorney for Defendant, Interstate National
Dealer Services, Inc.
Attorney I.D. No. 37452

138 East Market Street
PO Box 2588
York, PA 17405-2588
Tele: 717-854-9506
Fax: 717-845-4931

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,

Plaintiff

NO. 00-1239-CD

v.

CIVIL ACTION - LAW

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.,

Defendant

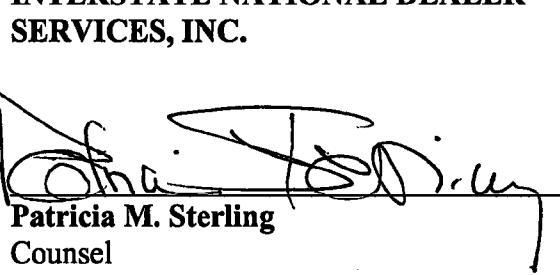
VERIFICATION

I verify that the statements made in the foregoing **ANSWER WITH NEW MATTER
OF DEFENDANT, INTERSTATE NATIONAL DEALER SERVICES, INC., TO
PLAINTIFF'S AMENDED COMPLAINT** are true and correct to the best of my knowledge, information and belief. This Verification is made only as to the factual averments contained therein, and not to legal conclusions and averments authored by counsel in his capacity as attorney for the party or parties hereto. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.

**INTERSTATE NATIONAL DEALER
SERVICES, INC.**

Date: 1/8/01

By:


Patricia M. Sterling
Counsel

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

RICHARD J. KROMER,	:	NO. 00-1239-CD
Plaintiff	:	
v.	:	CIVIL ACTION - LAW
TEAM MOTOR SALES, INC. and	:	
INTERSTATE NATIONAL DEALER	:	
SERVICES, INC.,	:	
Defendant	:	

CERTIFICATE OF SERVICE

I, Walter A. Tilley, III, Esquire, counsel for Defendant, Interstate National Dealer Services, Inc., hereby certify that I served a true and correct copy of the within **ANSWER WITH NEW MATTER OF DEFENDANT, INTERSTATE NATIONAL DELAER SERVICES, INC., TO PLAINTIFF'S AMENDED COMPLAINT**, by first class mail, postage prepaid, on the following:

David J. Hopkins, Esquire
The Hopkins Law Firm
900 Beaver Drive
DuBois, PA 15801

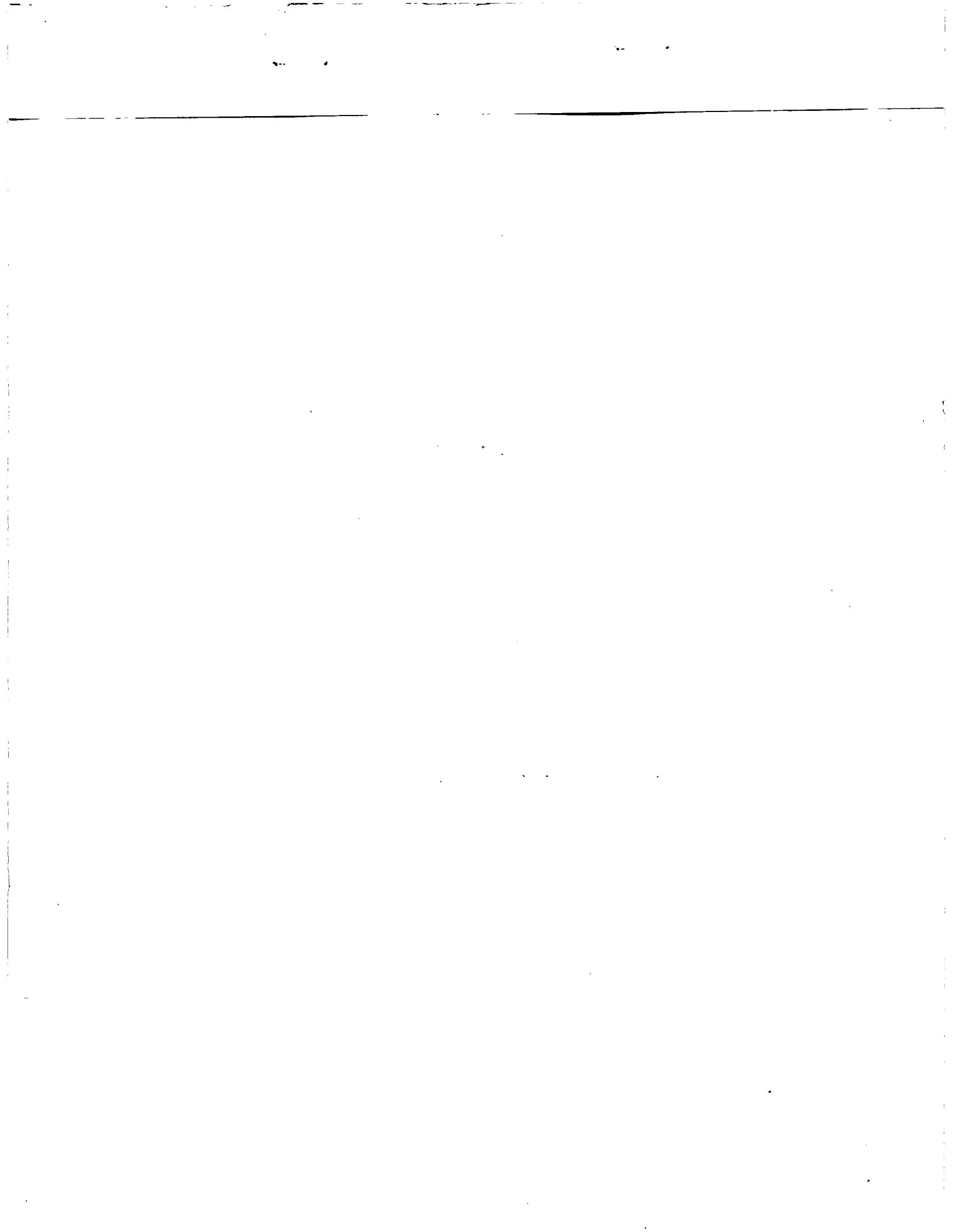
Kathy J. Mauk, Esquire
Jubelirer, Carothers, Krier & Halpern
PO Box 2024
Altoona, PA 16603

STETLER & GRIBBIN

Date: 1/16/01

By: Walter A. Tilley, III

Walter A. Tilley, III
138 East Market Street
PO Box 2588
York, PA 17405-2588
Tele: 717-854-9506
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IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
NO. 00-1239-CD
CIVIL ACTION - LAW

RICHARD J. KROMER

v.

TEAM MOTOR SALES, INC.
and INTERSTATE NATIONAL
DEALER SERVICES, INC.

ANSWER WITH NEW MATTER OF
DEFENDANT, INTERSTATE
NATIONAL DEALER SERVICES,
INC., TO PLAINTIFF'S AMENDED
COMPLAINT

ED

JAN 8 '01
MILLER
William A. Shaw
Prothonotary
FEB

STETLER & GRIBBIN

ATTORNEYS AT LAW
138 EAST MARKET STREET
P. O. BOX 2588

YORK, PENNSYLVANIA 17405
Walter A. Tilley, III

THE HOPKINS LAW FIRM

900 Beaver Drive, DuBois, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendant

Type of Pleading: Answer to Defendant
Team Motor Sales, Inc.'s New Matter

Filed on behalf of: Richard Kromer,
Plaintiff.

Counsel of record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801
(814) 375-0300

FILED

JAN 24 2001

William A. Shaw
Prothonotary

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendant

Type of Pleading: Answer to Defendant
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Filed on behalf of: Richard Kromer,
Plaintiff.

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FILED

JAN 24 2001

William A. Shaw
Prothonotary

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

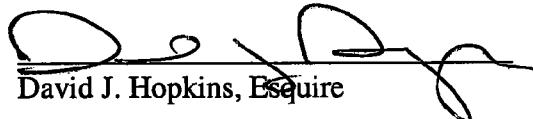
**ANSWER TO DEFENDANT TEAM
MOTOR SALES, INC.'S NEW MATTER**

AND NOW, comes Plaintiff, Richard J. Kromer, by and through his attorneys, The Hopkins Law Firm, and answers the New Matter of Defendant Team Motor Sales, Inc. as follows:

28. Plaintiff repeats all of the allegations set forth in Plaintiff's Complaint.
29. Denied. To the best knowledge, information and belief of Plaintiff, the 100 point test could not have been performed.
30. Denied. When Plaintiff purchased the motor vehicle, the odometer read 43,023 miles. When the vehicle was brought in for transmission problems, the odometer read between 50,000 and 51,000 miles.
31. Denied. Plaintiff maintained the vehicle in accordance with proper maintenance standards. By way of further answer, assuming a 100 point test had been completed, Plaintiff would not have been responsible or obligated to check the transmission.
32. Denied. Plaintiff did not abuse or misuse the vehicle.
33. Denied. Plaintiff repeats all of the allegations set forth in his complaint.

WHEREFORE, Plaintiff, Richard J. Kromer, respectfully requests the Court dismiss
Defendant's Team Motor Sales, Inc.'s New Matter with prejudice.

Respectfully submitted,



David J. Hopkins, Esquire

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



Richard J. Kromer

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

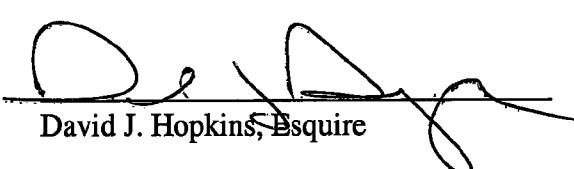
RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
: :
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Answer to Defendant Team Motor Sales, Inc.'s New Matter filed on behalf of the Plaintiff, Richard J. Kromer, was forwarded on the 23rd day of January, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Walter A. Tilley, III, Esquire
Stetler & Gribbin
138 East Market Street
P.O. Box 2588
York, PA 17405

Kathy J. Mauk, Esquire
Jubelirer, Carothers, Krier & Halpern
Park View Center
10 Sheraton Drive
P.O. Box 2024
Altoona, PA 16603


David J. Hopkins, Esquire

FILED

JAN 24 2001
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William A. Shaw
Prothonotary
fee

THE HOPKINS LAW FIRM

900 Beaver Drive, Duluth, Pennsylvania 15801
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239 C.D.

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendant

Type of Pleading: Answer to Defendant
Interstate National Dealer Services,
Inc.'s New Matter

Filed on behalf of: Richard Kromer,
Plaintiff.

Counsel of record for this party:

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

900 Beaver Drive
DuBois, Pennsylvania 15801
(814) 375-0300

FILED

FEB 01 2001

William A. Shaw
Prothonotary

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

RICHARD J. KROMER, :
Plaintiff :
vs. : No. 00-1239
TEAM MOTOR SALES, INC. and :
INTERSTATE NATIONAL DEALER :
SERVICES, INC. :
Defendants :

ANSWER TO DEFENDANT INTERSTATE NATIONAL DEALER
SERVICES, INC.'S NEW MATTER

AND NOW, comes Plaintiff, Richard J. Kromer, by and through his attorneys, The Hopkins Law Firm, and answers the New Matter of Defendant Interstate National Dealer Services, Inc. as follows:

29. No answer is required of this paragraph.
30. Denied. When Plaintiff purchased the motor vehicle, the odometer read 43,023 miles. When the vehicle was brought in for transmission problems, the odometer read between 50,000 and 51,000 miles.
31. Denied. Plaintiff maintained the vehicle correctly.
32. Denied. Plaintiff denies the transmission was damaged as a result of mud and water contamination in the transfer case while Plaintiff owned the motor vehicle.
33. Denied. To the best knowledge, information and belief, the cause of the failure of the transmission was either no oil in transmission when it was purchased or the transmission was damaged when purchased.

34. Denied. Plaintiff denies he abused the vehicle or operated the vehicle off road and further denies Plaintiff was under an obligation to lubricate the transfer case within the first 7,000 miles of his ownership.

35. Admitted in part and denied in part. Plaintiff admits the provisions of the New Vehicle Service Contract states, "What Is Not Covered by Contract", allegedly excludes liability for "damage caused by loss of oil, lubricant or coolant, regardless of the cause," Plaintiff denies the language set forth under Paragraph H prohibits Plaintiff's recovery. By way of further answer, Plaintiff states the exclusions set forth in Paragraph H are void.

36. Admitted.

37. (a) Denied. Plaintiff denies he abused the vehicle.

(b) Denied. Plaintiff denies he failed to properly maintain the vehicle or to check the oil levels in the transmission, transaxle or other vehicle components inasmuch as same was not necessary within the first 7,000 miles of Plaintiff's operation.

(c) Denied. Plaintiff denies he was under an obligation to check the oil levels in the transmission, transaxle or other vehicle components inasmuch as same was not necessary within the first 7,000 miles of Plaintiff's operation.

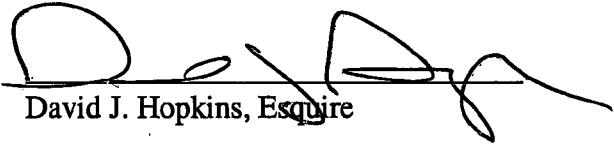
(d) Denied. Plaintiff denies the transmission, transaxle or other components were submerged in water.

(e) Denied. Plaintiff denies the transmission was damaged as a result of mud and water contamination in the transfer case while Plaintiff owned the motor vehicle.

(f) Denied. Plaintiff denies he failed to properly lubricate the transfer case, the transmission, or other vehicle components inasmuch as same was unnecessary within the first 7,000 miles of Plaintiff's ownership of the vehicle.

WHEREFORE, Plaintiff, Richard J. Kromer, respectfully request the Court dismiss
Defendant's Interstate National Dealer Services, Inc.'s New Matter with prejudice.

Respectfully submitted,


David J. Hopkins, Esquire

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

RICHARD J. KROMER,

Plaintiff

vs.

No. 00-1239

TEAM MOTOR SALES, INC. and
INTERSTATE NATIONAL DEALER
SERVICES, INC.

Defendants

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing Answer to Defendant, Interstate National Dealer Services, Inc.'s, New Matter filed on behalf of the Plaintiff, Richard J. Kromer, was forwarded on the 21st day of January, 2000, by U.S. Mail, postage prepaid, to all counsel of record, addressed as follows:

Walter A. Tilley, III, Esquire
Stetler & Gribbin
138 East Market Street
P.O. Box 2588
York, PA 17405

Kathy J. Mauk, Esquire
Jubelirer, Carothers, Krier & Halpern
Park View Center
10 Sheraton Drive
P.O. Box 2024
Altoona, PA 16603

David J. Hopkins, Esquire

FILED

FEB 01 2001
3.30 NO
William A. Shaw
Prothonotary
Clerk

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

First Union National Bank
One Old Country Road
Suite 429
Carle Place, NY 11514
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County

NO. 01-1239-CD

v.
Rodney A. Smith
Rural Routel, Box 687
Morrisdale, PA 16858
Defendant(s)

SUGGESTION OF BANKRUPTCY

To the Prothonotary:

Kindly note on the record that the above Defendant, Rodney Allen Smith has filed Chapter 7 Bankruptcy in the Western District of Pennsylvania on January 14, 2002, Bankruptcy Case No. 02-10081.



Mark J. Udren, Esquire
MARK J. UDREN & ASSOCIATES
Attorney for Plaintiff

FILED

JAN 22 2002

William A. Shaw
Prothonotary

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2002

JAN 22 2002

William A. Shaw
Prothonotary

MARK J. UDREN & ASSOCIATES
BY: Mark J. Udren, Esquire
ATTY I.D. NO. 04302
1040 N. KINGS HIGHWAY, SUITE 500
CHERRY HILL, NJ 08034
856-482-6900

ATTORNEY FOR PLAINTIFF

First Union National Bank
One Old Country Road
Suite 429
Carle Place, NY 11514
Plaintiff

COURT OF COMMON PLEAS
CIVIL DIVISION
Clearfield County
NO. 01-1239-CD

v.

Rodney A. Smith
Rural Route 1, Box 687
Morrisdale, PA 16858
Defendant(s)

PRAECIPE TO WITHDRAW JUDGMENT

TO THE PROTHONOTARY:

Kindly withdraw the Judgment entered on upon Rodney A. Smith in the amount of \$75,268.75. Defendant(s), Rodney A. Smith filed a **CHAPTER 7 BANKRUPTCY ON 1/14/02 - #02-10081.**

MARK J. UDREN & ASSOCIATES


Mark J. Udren, ESQUIRE
ATTORNEY FOR PLAINTIFF

Bill
said to
mark the
disposition
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the computer

FILED
M 12 32
JAN 22 2002
KCK
William A. Shaw
Prothonotary