

00-1347-CD
JILL SMEAL -vs- LITTLE'S DRIVE IN AUTO SALES

COURT OF COMMON PLEAS

46TH

JUDICIAL DISTRICT

CLEARFIELD COUNTY

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

00-1347-CJ

NOTICE OF APPEAL

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

NAME OF APPELLANT		MAG. DIST. NO. OR NAME OF D.J.	
Little's Drive In Auto Sales		M. Rudella, 46-3-03	
ADDRESS OF APPELLANT		CITY STATE ZIP CODE	
Route 322		Woodland	PA 16881
DATE OF JUDGMENT	IN THE CASE OF (Plaintiff)	(Defendant)	
10/05/00	Jill Smeal	vs. Little's Drive In Auto Sales	
CLAIM NO.	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		
CV <u>xx</u> -0000206-00 LT 19	<i>Frederick M. Neiswender</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.		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.	
Signature of Prothonotary or Deputy			

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

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

PRAECIPE: To Prothonotary

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

(Common Pleas No. 00-1347-CJ) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

RULE: To Jill Smeal, appellee(s).
(Name of appellee(s))

Frederick M. Neiswender
Signature of appellant or his attorney or agent

(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: Nov. 01, xx 2000

William A. Shaw
Signature of Prothonotary or Deputy

FILED

NOV 01 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 _____ ; 88

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, by personal service by (certified) (registered) mail, sender's receipt attached hereto, and upon the appellee, (name) _____, on _____, 19_____, by personal service by (certified) (registered) mail, sender's receipt attached hereto.

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

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____, 19____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 19____

11 A. Shaw
Clerical
FEB 3 2000
80,00

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

May. Dist. No.:

46-3-03

DJ Name: Hon.

MICHAEL A. RUDELLA

Address: **MOUNTAIN VIEW PLAZA**
P.O. BOX 210
KYLERTOWN, PA

Telephone: **(814) 345-6789**

16847-0000

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

SMEAL, JILL
RR 1 BOX 155B
FRENCHVILLE, PA 16836

NAME and ADDRESS

DEFENDANT:

LITTLE'S DRIVE IN AUTO SALES
RT 322
WOODLAND, PA 16881

VS.

NAME and ADDRESS

Docket No.: **CV-0000206-00**
Date Filed: **9/21/00**



MICHAEL A. RUDELLA
MOUNTAIN VIEW PLAZA
P.O. BOX 210
KYLERTOWN, PA 16847-0000

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR PLAINTIFF

00-1347-10

Judgment was entered for: (Name) SMEAL, JILL

Judgment was entered against: (Name) LITTLE'S DRIVE IN AUTO SALES

in the amount of \$ 1,053.00 on: (Date of Judgment) 10/05/00

Defendants are jointly and severally liable

Damages will be assessed on: NOV 08 2000
m/3:33pm

This case dismissed without prejudice William A. Shaw 9/25
Prothonotary

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>1,000.00</u>
Judgment Costs	\$ <u>53.00</u>
Interest on Judgment	\$ <u>.00</u>
Attorney Fees	\$ <u>.00</u>
Total	\$ <u>1,053.00</u>
Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
Certified Judgment Total \$ _____	

Date:	Place:
Time:	

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

10/15/00 Date MMedella, District Justice

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

11/2/00 Date MMedella, District Justice

My commission expires first Monday of January,

2006

SEAL

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

Jill A. Smeal : Plaintiff/Appellant
vs. :
Little's Drive-in Auto Sales : Defendant/Appellee

: District Justice Appeal
: CASE NO. 00-1347-CD

: Type of Pleading:
COMPLAINT

: Filed on Behalf of
PLAINTIFF

: Plaintiff's address:
RR 1 Box 155B
Frenchville, Pennsylvania 16836
(814) 263-7385

FILED

NOV 22 2000

of 11:06 a.m.
William A. Shaw
Prothonotary

I CERT TO

86

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

<u>Jill A. Smeal</u>	:	
Plaintiff/Appellant	:	
	:	District Justice Appeal
vs.	:	CASE NO. 00-1347-CD
	:	
<u>Little's Drive-in Auto Sales</u>	:	Type of Pleading:
Defendant/Appellee	:	COMPLAINT
	:	
	:	

NOTICE

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Court Administrator
Clearfield County Courthouse
230 East Market Street
Clearfield, Pennsylvania 16830
(814) 76-2641, extension 32

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY,
PENNSYLVANIA

<u>Jill A. Smeal</u>	:	
Plaintiff/Appellant	:	
	:	District Justice Appeal
vs.	:	CASE NO. 00-1347-CD
	:	
<u>Little's Drive-in Auto Sales</u>	:	Type of Pleading:
Defendant/Appellee	:	COMPLAINT
	:	
	:	

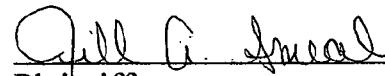
COMPLAINT

NOW, comes the **Plaintiff, Jill A. Smeal** who hereby avers as follows:

1. Jill Smeal is an adult individual whose address is RR 1 Box 155B, Frenchville, PA 16836.
2. Defendant is Little's Drive-in Auto Sales, an Automobile Dealer, whose address is Route 322, Woodland, Pa 16881.
3. On June 8, 2000 purchase of 87' Oldsmobile Cutlass Supreme Brougham, money borrowed from Plaintiff's father Ernie Smeal.
4. Fuel pump went on June 15, 2000.
5. June 14, 2000 the transmission started slipping. Contacted Defendant plenty of times about this situation.
6. June 27, 2000 left Plaintiff and boyfriend stranded in Clearfield.
7. June 29, 2000 purchase of fan and spacer for engine.
8. July 7, 2000 left Plaintiff's boyfriend stranded in Snow Shoe.
9. Purchase of starter July 8, 2000.
10. The rear end went. Plaintiff's boyfriend's mother contacted Defendant to get rear end promised when purchase of vehicle was purchased. But after picked up and put in it didn't fit. Old one was reinstalled.
11. July 26, 2000 left Plaintiff and boyfriend stranded in Clearfield.
12. July 26, 2000 purchase of battery to get vehicle home.
13. July 27, 2000 transmission went in driveway.
14. July 29, 2000 purchase of transmission.
15. August 1, 2000 muffler blew out going down road.

16. On or about August 2, 2000 muffler was purchased.
17. August 4, 2000 went to trade vehicle in. Found out there is a weld and hole in frame not previously mentioned before purchase.
18. August 5, 2000 Plaintiff's boyfriend and his mother contacted Defendant about the frame. The Defendant then told Plaintiff's boyfriend to bring the car back to work something out. Nothing was worked out. Defendants were more rude than to work something out.
19. On or about August 10, 2000 Plaintiff contacted Trooper Michael Green, Vehicle Fraud Investigator, for the Pennsylvania State Police. Green told Plaintiff to file a Complaint with the Attorney General.
20. August 11, 2000 Plaintiff files a Complaint with Attorney General. Timothy Shirey is the one handling case. Nothing could be done. Shirey then informed Plaintiff to file with the District Magistrate.
21. On October 15, 2000 the Plaintiff and Defendant went to court. The court ruled in Plaintiffs favor. For the fact of not properly notifying about the bad frame. The judge ruled for Plaintiff for \$1,053.00.
22. The Plaintiff called Defendant a lot of times, after the purchase of vehicle.
23. As a direct and proximate result of Defendant negligence as described herein, and failing to give proper notice of bad frame, Plaintiff had sustained damages as follows:
 - A. Purchase of car, title, transfer, and like costs \$1127.50.
 - B. Purchase of fuel pump, transmission, fan, spacer, starter, battery and muffler \$194.23.

WHEREFORE, Plaintiff demands judgment against Defendant in the amount of \$1321.73 plus court costs and such other reasonable costs as the court may allow.



Plaintiff

VERIFICATION

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

Jill A. Snell

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

<u>Jill A. Smeal</u>	:	
Plaintiff/Appellant	:	
	:	
Vs.	:	District Justice Appeal
	:	CASE NO. 00-1347-CD
<u>Little's Drive-In Auto Sales</u>	:	
Defendant/Appellee	:	

CERTIFICATE OF SERVICE

I, Jill A. Smeal, Plaintiff above named, do hereby certify that on the 22nd day of November 2000, I caused a certified copy of the Complaint to be mailed, first class – postage prepaid and certified, to the Defendant at his/her address as follows:

**Little's Drive-in Auto Sales
Route 322
Woodland, PA 16881**

FILED
DEC 19 2000

William A. Shaw
Prothonotary

William A. Shaw
Prothonotary

FILED

DEC 19 2000
012-20116-CC
William A. Shaw
Prothonotary

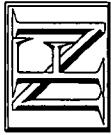
cc

1-66-2000-120

1-66-2000-120

FREDERICK M. NEISWENDER
ATTORNEY AND COUNSELLOR AT LAW

501 EAST MARKET STREET • SUITE 3
CLEARFIELD, PENNSYLVANIA 16830



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

JILL A. SMEAL,

Plaintiff,

vs.

No. 00-1347-C.D.

LITTLE'S DRIVE-IN AUTO SALES,

Defendant.

Type of case: District Justice Appeal

Type of pleading: Preliminary Objections
to Plaintiff's Complaint.

Filed on behalf of: Defendant.

Counsel for Defendant:
Frederick M. Neiswender, Esquire
Supreme Court No. 74456
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830
(814) 765-6500

FILED

DEC 29 2000

013101w
William A. Shaw
Prothonotary

2 copies to

Co. WPA
RAB

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

DEC 29 2000

Attest.

William A. Shaw
Prothonotary

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

JILL A. SMEAL, :
Plaintiff, :
vs. : No. 00-1347-C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :

RULE TO SHOW CAUSE

NOW, this _____ day of January, 2001, upon consideration of Defendant's Preliminary Objections to Plaintiff's Complaint, a Rule is hereby issued upon the Plaintiff, Jill A. Smeal to show cause why the Petition should not be granted. Rule Returnable for Answer by the Plaintiff and hearing on said Petition to be held on the _____ day of _____, 2001, at _____ o'clock ____ .m. in Court Room No. _____ of the Clearfield County Courthouse.

BY THE COURT,

Judge

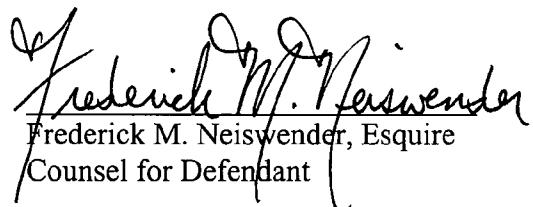
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JILL A. SMEAL, :
Plaintiff, :
vs. : No. 00-1347-C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :
:

NOTICE TO PLEAD

To: Jill A. Smeal

You are hereby notified to file written response to the enclosed Preliminary Objections to Plaintiff's Complaint within twenty (20) days from service hereof or a judgment may be entered against you.


Frederick M. Neiswender, Esquire
Counsel for Defendant

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

JILL A. SMEAL, :
Plaintiff, :
vs. : No. 00-1347-C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :
:

PRELIMINARY OBJECTIONS TO PLAINTIFF'S COMPLAINT

AND NOW, comes the Defendant, Little's Drive-in Auto Sales, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE, and files these Preliminary Objections to Plaintiff's Complaint as follows:

**I. PRELIMINARY OBJECTION RAISING INSUFFICIENT SPECIFICITY OF
PLAINTIFF'S COMPLAINT UNDER Pa. R.C.P. 1028 (a)(3).**

1. In paragraph 3 of Plaintiff's Complaint, Plaintiff avers that an automobile was purchased.
2. Pa. R.C.P. 1019 (f) requires that "averments of time, place and items of special damage shall be specifically stated."
3. The aforementioned paragraph 3, fails to state whom the automobile was purchased from, where it was purchased, or the terms and conditions of the sale.
4. In paragraphs 10 and 22 of Plaintiff's Complaint, Plaintiff avers that Plaintiff and others contacted Defendant.

5. The aforementioned paragraphs 10 and 22, fail to state when the alleged contact was made with the Defendant.
6. In paragraph 23 of Plaintiff's Complaint, Plaintiff avers that Defendant was negligent.
7. Paragraph 23 fails to state specific facts describing the Defendant's alleged negligent actions. As a result, there are not sufficient facts alleged to enable the Defendant to answer and prepare a proper defense.
8. Pennsylvania Rule of Civil Procedure 1028(a)(3) provides that a defendant may object to a pleading because of insufficient specificity.

9. Plaintiff's Complaint lacks sufficient specificity to apprise Defendant of the issues to be litigated, to allow them to adequately prepare and assert defenses to Plaintiff's allegations, and/or to identify and join any potentially responsible parties as additional defendants. Plaintiff should be required to file a more specific pleading.

WHEREFORE, Defendant respectfully requests that this Court order Plaintiff to more specifically plead the averments of paragraphs 3, 10, 22, and 23 of her Complaint.

**II. PRELIMINARY OBJECTION RAISING FAILURE TO CONFORM TO RULE OF
LAW OR COURT – GENERALIZED ALLEGATIONS OF NEGLIGENCE (CONNOR
OBJECTIONS) UNDER Pa. R.C.P. 1028(a)(2).**

10. Defendant restates and incorporates paragraphs 1 through 9 above as if stated at length herein.
11. In paragraph 23 of Plaintiff's Complaint, Plaintiff avers that Defendant was negligent.

12. The aforementioned paragraph 23 is in violation of Rule 1019(a) of the Pennsylvania Rules of Civil Procedure in that it does not state the material facts on which a cause of action is based.

13. Paragraph 23 fails to state specific facts describing the Defendant's alleged negligent actions. As a result, there are not sufficient facts alleged to enable the Defendant to answer and prepare a proper defense.

14. Pennsylvania Rule of Civil Procedure 1028(a)(2) provides that a defendant may object to a pleading because of lack of conformity to a rule of court.

15. Paragraph 23 fails to conform to the Pennsylvania Rules of Civil Procedure which require specific fact pleading and must therefore be stricken from the complaint.

WHEREFORE, Defendant respectfully requests that paragraph 23 be stricken from Plaintiff's Complaint.

**III. PRELIMINARY OBJECTION RAISING PLAINTIFF'S LACK OF CAPACITY TO
SUE UNDER Pa. R.C.P. 1028 (a)(5).**

16. Defendant restates and incorporates paragraphs 1 through 15 above as if stated at length herein.

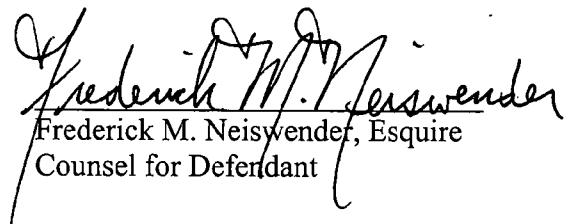
17. Plaintiff's Complaint is based on the purchase of an automobile from the Defendant.

18. The Plaintiff in this action lacks the capacity to sue because the automobile referred to in Plaintiff's Complaint was not purchased by Plaintiff and is not titled in Plaintiff's name. *See Defendant's Exhibit "A".*

19. Pennsylvania Rule of Civil Procedure 1028(a)(5) provides that a defendant may object to a pleading because of plaintiff's lack of capacity to sue.

WHEREFORE, Defendant respectfully requests that this Court dismiss Plaintiff's Complaint.

Respectfully submitted,


Frederick M. Neiswender, Esquire
Counsel for Defendant

Little's Drive-In Auto Sales

R.R. 1 Box 48C
Woodland, PA 16881

814-857-7711

PURCHASER'S NAME Jeannette L. Kephart SOC. SEC. NO. 6-8-00
 PURCHASER'S ADDRESS P.O. Box 203 Potter St. AGE RESIDENCE PHONE 814-263-4941
 CITY, STATE & ZIP Karthaus PA 16845 BUSINESS PHONE

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING:	<input type="checkbox"/> NEW <input type="checkbox"/> CAR <input type="checkbox"/> USED <input type="checkbox"/> TRUCK <input type="checkbox"/> <u> </u>	STOCK NO.
YEAR <u>87</u>	MAKE <u>Olds</u>	MILEAGE <u>EXEMPT</u>
MODEL OR SERIES <u>Cutlass</u>	BODY TYPE <u> </u>	
COLOR <u>maroon</u>	TRIM <u> </u>	
M.V.I. OR SER. NO. <u>263GM1414230/805</u>	ENG. TYPE <u> </u>	
TO BE DELIVERED ON OR ABOUT	SALESMAN <u>Gary</u>	

CASH DELIVERED PRICE OF VEHICLE \$ 1000
 ACCESSORIES \$
AS IS
mileage over 100k

WARRANTY DISCLAIMER

<input type="checkbox"/> Disclaimer Does Apply	<input type="checkbox"/> Disclaimer Does NOT Apply
We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty to merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle. The Manufacturer's Warranty is not affected by this disclaimer of Warranties by the Selling Dealer.	
<input type="checkbox"/> The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.	
<input type="checkbox"/> AS IS: this Vehicle is sold "as is" by us.	

Valid in Full
6/

USED VEHICLE TRADED IN AND/OR OTHER CREDIT

YEAR	MAKE OF TRADE-IN	
MODEL OR SERIES	BODY TYPE	
COLOR	TRIM	
M.V.I. OR SER. NO.	ENG. TYPE	
I CERTIFY THE ODOMETER READING ON MY ABOVE TRADE READS _____ MILES. THE ODOMETER HAS <input type="checkbox"/> HAS NOT <input type="checkbox"/> EXCEEDED		
100,000 MILES. SIGNATURE: _____		
BALANCE OWED TO		
ADDRESS		

Cash Price of Vehicle & Accessories	\$ <u>100</u>
STATE AND LOCAL TAXES	\$ <u>60</u>
License, License Transfer, Title, Registration Fee	\$ <u>67</u>
TOTAL PRICE OF UNIT	\$ <u>1127</u>
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	\$ <u> </u>
UNPAID CASH BALANCE DUE ON DELIVERY	\$ <u> </u>

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
 "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."

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 the agreement relating to the subject matter covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

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 Jeannette L. Kephart DATE 6-8-00
 ACCEPTED BY PER
 (DEALER)

"THANK YOU — WE APPRECIATE YOUR BUSINESS"
RETAIL ORDER FOR A MOTOR VEHICLE

Exhibit "A"

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE PART OF THIS FORM. CRM.

No. 4593571

MV-4ST (8/98)				MAKE OF VEHICLE	MODEL YEAR	1. TAX/FEES	1ST ASSIGNMENT	2nd ASSIGNMENT
A. VEHICLE PURCHASED	PA TITLE NUMBER (AS SHOWN ON ATTACHED TITLE)	39341092908	CONDITION	<input type="checkbox"/> GOOD	<input checked="" type="checkbox"/> FAIR	<input type="checkbox"/> POOR	PURCHASE PRICE (See note on reverse)	1000 -
	VEHICLE IDENTIFICATION NUMBER	2G3Gm1141H2301805					LESS TRADE-IN	8 -
B. SELLER	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME MIDDLE INITIAL			TAXABLE AMOUNT	1000 -		
	Littles Drive In Auto Sales				1. Sales Tax Due x 6% (.06) or x 7% (.07) *See note on reverse.	60 -		
C. CO-PURCHASER	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/ PURCHASED	1A Exemption Reason Code (Must be a number from 1 to 23 or 0)	1A First Assignment	1B Second Assignment	
	Kephart	Jeannette L.	L	6-8-00	1B First Assignment	1B Second Assignment		
D. CO-PURCHASER	STREET				COUNTY CODE	2. Title Fee	22 50	
	F.O. Box 203 Potter St	CITY	STATE	ZIP CODE	7 7	3. Lien Fee		
Karthaus PA 16845				REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY	4. Registration or Processing Fee			
E. VEHICLE TRADED	LAST NAME (OR FULL BUSINESS NAME)	FIRST NAME	MIDDLE INITIAL	DATE ACQUIRED/ PURCHASED	5. Duplicate Reg. Fee			
	CO-PURCHASER				No. of Cards			
F. APPLICATION FOR REGISTRATION	STREET				COUNTY CODE	6. Transfer Fee	6 -	
		CITY	STATE	ZIP CODE	REFER TO COUNTY CODES LISTING ON REVERSE SIDE OF PINK COPY	7. Increase Fee		
MAKE OF VEHICLE		VEHICLE IDENTIFICATION NUMBER			8. Replacement Fee			
MODEL, YEAR	BODY TYPE (CP, TK, ETC.)	CONDITION	<input type="checkbox"/> GOOD	<input type="checkbox"/> FAIR	<input type="checkbox"/> POOR	9. TOTAL PAID (Add 1 thru 8)	88 50	
ORIGINAL PLATE <input checked="" type="checkbox"/> Check One:	<input checked="" type="checkbox"/> TRANSFER OF PREVIOUSLY ISSUED PLATE <input type="checkbox"/> TRANSFER & RENEWAL OF PLATE <input type="checkbox"/> TRANSFER & REPLACEMENT OF PLATE <input type="checkbox"/> TRANSFER OF PLATE & REPLACEMENT OF STICKER				10. 11. GRAND TOTAL (Add 9 & 10)	Send One Check in This Amount	88 50	
<input type="checkbox"/> PLATE TO BE ISSUED BY BUREAU (PROOF OF IN- SURANCE MUST BE AT- ACHED) <input type="checkbox"/> EXCHANGE PLATE TO BE ISSUED BY BUREAU <input type="checkbox"/> TEMPORARY PLATE ISSUED BY FULL AGENT					REASON FOR REPLACEMENT			
PLATE NO. 3D09105		EXPIRES Month Aug Year 2000		VIN 1G1JC111K774526		REASON FOR REPLACEMENT		
SIGNATURE OF PERSON FROM WHOM PLATE IS BEING TRANS- FERRED (IF OTHER THAN APPLICANT)		SIGN HERE				REASON FOR REPLACEMENT		
VEHICLE PURCHASED: GVWR WEIGHT INFO: (IF APPLICABLE)		UNLADEN WEIGHT	REQ. REG. GROSS WT. INCLUDING LOAD	REQ. REG. GROSS COMB. WT. (IF APPLICABLE)		POLICY EFFECTIVE DATE 3-11-00		
INSURANCE COMPANY NAME: Allstate		POLICY NO. (OR ATTACH BINDER)		ISSUING AGENT (PRINT NAME) Littles Drive In Auto Sales 86-19124		POLICY EXPIRATION DATE 7-11-00		
ISSUING AGENT INFOR- MATION	I CERTIFY THAT ON MONTH DAY YEAR I HAVE CHECKED TO DETERMINE THAT THE VEHICLE IS INSURED AND ISSUED TEMPORARY REGISTRATION TO THE ABOVE APPLICANT, IN COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE VEHICLE CODE AND DEPARTMENT REGULATIONS.			ISSUING AGENT SIGNATURE		AGENT NO.	TELEPHONE NO. 841857-7711	
G. CERTIFICATION	I/WE CERTIFY THAT I/WE HAVE EXAMINED AND SIGNED THIS FORM AFTER ITS COMPLETION AND THAT THE INFORMATION GIVEN IS TRUE AND CORRECT. IF AN EXEMPTION IS CLAIMED, THE PURCHASER FURTHER CERTIFIES THAT HE/SHE IS AUTHORIZED TO CLAIM THIS EXEMPTION. I/WE ACKNOWLEDGE THAT I/WE MAY LOSE MY/OUR OPERATING PRIVILEGE(S) OR VEHICLE REGISTRATION(S) FOR FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY ON THE CURRENTLY REGISTERED VEHICLE FOR THE PERIOD OF REGISTRATION. I/WE ACKNOWLEDGE THAT I/WE MAY BE SUBJECT TO A FINE NOT EXCEEDING \$5,000 AND IMPRISONMENT OF NOT MORE THAN TWO YEARS FOR ANY FALSE STATEMENT THAT I/WE MAKE ON THIS FORM.							
1ST ASSIGN- MENT	Signature of First Purchaser or Authorized Signer Jeannette L. Kephart		TELEPHONE NUMBER 814 263-4941	Signature of Seller Littles Drive In Auto Sales		Signature of Co-Seller		
2ND ASSIGN- MENT	Signature of Second Purchaser or Authorized Signer ()		TELEPHONE NUMBER ()	Signature of Seller		Signature of Co-Seller		
H. ADDITIONAL TITLE INFOR- MATION	NOTE: If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE <input type="checkbox"/> Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate). NOTE: IF THE VEHICLE IS BEING LEASED, CHECK THIS BLOCK <input type="checkbox"/> IF BLOCK IS CHECKED, COMPLETE AND ATTACH FORM MV-1L							
MESSENDER NUMBER: Exhibit A								

FRANK LITTLE hereby states that he is the Defendant in this action and that the statements of fact made in the foregoing Complaint are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 12-29-00



FRANK LITTLE

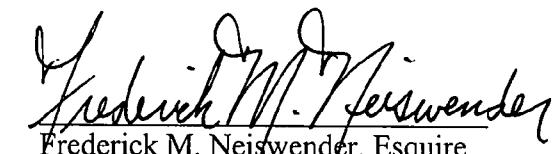
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JILL A. SMEAL, :
Plaintiff, :
vs. : No. 00-1347-C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing
Preliminary Objections To Plaintiff's Complaint was made on December 29, 2000, by mailing,
first class, postage prepaid, a true copy to the following persons, at the following addresses:

Jill A. Smeal
RR 1, Box 155B
Frenchville, Pennsylvania 16836


Frederick M. Neiswender, Esquire
Counsel for Defendant
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830

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

JEANNETTE L. KEPHART :
JILL A. SMEAL,
and CHRISTOPHER KEPHART :
Plaintiffs

vs. : No. 00-1347-CD

LITTLE'S DRIVE-IN AUTO : Pleading: AMENDED COMPLAINT
SALES, :
Defendant : Filed on behalf of: Plaintiffs
: Counsel for this Party:
Peter J. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

FEB 16 2001

William A. Shaw
Prothonotary

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

JEANNETTE L. KEPHART :
JILL A. SMEAL,
and CHRISTOPHER KEPHART :
Plaintiffs

vs. : No. 00-1347-CD

LITTLE'S DRIVE-IN AUTO :
SALES, :
Defendant :

NOTICE

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 claims 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 FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR
COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641, Ext. 5982

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

JEANNETTE L. KEPHART :
JILL A. SMEAL,
and CHRISTOPHER KEPHART :
Plaintiffs

vs. : No. 00-1347-CD

LITTLE'S DRIVE-IN AUTO :
SALES, :
Defendant :

AMENDED COMPLAINT

AND NOW come the plaintiffs, JEANNETTE L. KEPHART, JILL A. SMEAL and CHRISTOPHER KEPHART, who by and through their attorney, Peter J. Carfley, Esquire, files this amended complaint and avers as follows:

1. Plaintiff is Jeannette L. Kephart, an adult individual who presently resides at P. O. Box 203, Potter Street, Karthaus, Clearfield County, Pennsylvania.
2. Plaintiff is Jill A. Smeal, an adult individual, who presently resides at R. R. 1, Box 155B, Frenchville, Clearfield County, Pennsylvania.
3. Plaintiff is Christopher Kephart, an adult individual, who presently resides at P. O. Box 195, Main Street, Kylertown, Clearfield County, Pennsylvania.
4. Defendant is Little's Drive-In Auto Sales, believed to be an unincorporated automobile dealership, located at R. R. 1, Box 48C, Route 322, Woodland, Clearfield County, Pennsylvania.

5. On June 8, 2000, based on the representations of the Defendant's employee, Gary Little and with money borrowed from Mr.

Ernest Smeal, Plaintiffs purchased from Defendant's lot, a maroon 1987 Oldsmobile Cutlass, motor vehicle identification number 2G3GM11Y1H2301805 and title number 39341092908.

6. The vehicle was purchased for a total sum of \$1,127.50 paid in cash and subsequently titled in Plaintiff, Jeannette L. Kephart's name, said purchase being made from Defendant "as is" with the exception of Defendant's guarantee that they would provide a replacement "rear end" for the vehicle at a later date.

7. Plaintiffs, Christopher Kephart and Jill Smeal have been and continue to be in exclusive possession and use of this vehicle, and are the equitable owners of the vehicle.

8. Within one week from the date of the purchase, the vehicle began to experience mechanical problems including the failure of the fuel pump and the "slipping" of the vehicle's transmission.

9. At some time in early July, the vehicle's rear end and transmission malfunctioned and despite several requests Defendant refused to examine or fix the transmission or rear end with a suitable replacement as previously promised at the time of the purchase.

10. On July 27, 2000, the vehicle's transmission failed rendering the vehicle undrivable. Plaintiffs replaced the transmission but the second transmission also failed and the vehicle has remained parked since.

11. As a result of the vehicle's numerous mechanical failures, Plaintiffs, Christopher Kephart and Jill Smeal were stranded on numerous occasions causing great inconvenience.

12. On August 4, 2000, when attempting to trade the vehicle,

Plaintiffs discovered that the frame had been previously welded and contained a hole within it.

13. Despite being notified of the problem with the frame, Defendant failed to take the necessary steps to correct this problem.

14. At no time prior to the sale of the vehicle did the Defendant notify the plaintiffs of any pre-existing problems with the vehicle's transmission, rear end or frame.

15. Based on Defendant's misrepresentations and failure to disclose at the time of the purchase and the failure of the vehicle to perform in an adequate manner, Plaintiffs have sustained economic losses as more fully set forth hereinafter.

16. Under Pennsylvania law, even in the case of an "as-is" purchase, a dealer may not sell a vehicle that would not pass a state inspection nor can a dealer sell a vehicle without informing the purchaser of problems with the frame, the differential or the transmission.

17. Since Defendant knew or should have known of the vehicle's existing problems with the transmission and frame, and failed to disclose these problems to the Plaintiffs, Defendant is negligent as a matter of law.

18. Plaintiffs on numerous occasions contacted Defendant regarding the problems they were having with the automobile and Defendant promised to work something out but never did.

19. As a result of the negligence of the Defendant, Plaintiffs have incurred expenses including those costs associated with the purchase of the said vehicle, the cost of replacement

items on the said vehicle and other miscellaneous expenses totalling \$1,321.73.

WHEREFORE, Plaintiffs demand judgment against Defendant in the amount of \$1,321.73 together with interest and costs of this proceeding.



Peter J. Carfley, Esq.
Attorney for Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

Dated: February 16, 2001

VERIFICATION

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

Dated: 2/9/01

jeannette L Kyphant

VERIFICATION

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

Dated:

2/9/01

Christopher P. Rephart, Jr.

VERIFICATION

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

Dated: February 9, 2001

Jeff A. Imel

FILED

FEB 16 2001

012-40 P.M.
William A. Shaw
Prothonotary

Two (2) Court to
[Signature]

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

JEANNETTE L. KEPHART :
JILL A. SMEAL,
and CHRISTOPHER KEPHART :
Plaintiffs

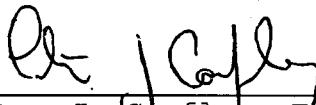
vs. : No. 00-1347-CD

LITTLE'S DRIVE-IN AUTO :
SALES, :
Defendant :
.

CERTIFICATE OF SERVICE

I hereby certify that I served a copy of the within
Plaintiffs' Amended Complaint by regular United States mail,
postage prepaid on February 16, 2001, to the following counsel:

Frederick M. Neiswender, Esq.
501 East Market Street, Suite 3
Clearfield, Pa., 16830


Peter J. Carfley, Esq.
Attorney for Plaintiff
P. O. Box 249
Philipsburg, Pa., 16866
(814) 342-5581

FILED

FEB 16 2001

William A. Shaw
Prothonotary

FILED

FEB 16 2001

12:40
William A. Shaw
Prothonotary

cc: [unclear]

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

JEANNETTE L. KEPHART

JILL A. SMEAL,

and CHRISTOPHER KEPHART
Plaintiffs

vs.

No. 00-1347-CD

LITTLE'S DRIVE-IN AUTO
SALES,

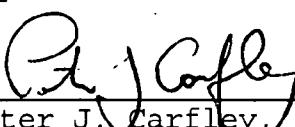
Defendant

TO: Little's Drive-In Auto Sales
c/o Frederick M. Neiswender, Esq.
501 E. Market Street, Suite 3
Clearfield, Pa., 16830

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641


Peter J. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
Attorney for Plaintiffs

Dated: May 10, 2001

FILED

MAY 14 2001

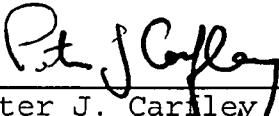
01/124/noc

William A. Shaw
Prothonotary

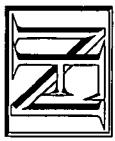
CERTIFICATE OF SERVICE

I hereby verify that a true and correct copy of the within document was served upon the following party at the following address on May 10, 2001, by ordinary mail, first class, postage prepaid.

Little's Drive-In Auto Sales
c/o Frederick M. Neiswender, Esq.
501 East Market Street, Suite 3
Clearfield, Pa., 16830



Peter J. Carlley Esq.
P. O. Box 249
Philipsburg, Pa., 16866
Attorney for Plaintiffs



FREDERICK M. NEISWENDER

ATTORNEY AND COUNSELLOR AT LAW

501 EAST MARKET STREET • SUITE 3
CLEARFIELD, PENNSYLVANIA 16830

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

JEANNETTE L. KEPHART,
JILL A. SMEAL, and
CHRISTOPHER KEPHART,

Plaintiffs,

vs.

LITTLE'S DRIVE-IN AUTO SALES,
Defendant.

: No. 00 - 1347 - C.D.

: Type of case: Civil

: Type of pleading: Answer, New
Matter and Counterclaim

: Filed on behalf of: Defendant,
Little's Drive-In Auto Sales

: Counsel for Defendant:
: Frederick M. Neiswender, Esquire
: Supreme Court No. 74456
: 501 East Market Street, Suite 3
: Clearfield, Pennsylvania 16830
: (814) 765-6500

FILED

MAY 21 2001

William A. Shaw
Prothonotary

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

JEANNETTE L. KEPHART, :
JILL A. SMEAL, and :
CHRISTOPHER KEPHART, :
Plaintiffs, :
: vs. : No. 00-1347 - C.D.
: :
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :
:

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing 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.**

COURT ADMINISTRATOR
1 North Second Street
Clearfield, Pennsylvania 16830
(814) 765-2641

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

JEANNETTE L. KEPHART, :
JILL A. SMEAL, and :
CHRISTOPHER KEPHART, :
Plaintiffs, :
vs. : No. 00 - 1347 - C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :
:

ANSWER

NOW, comes the Defendant, LITTLE'S DRIVE-IN AUTO SALES, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE and makes their Answer to Plaintiffs' Complaint as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted in part, Denied in part. Defendant has no knowledge regarding from whom the Plaintiffs borrowed the funds to purchase the subject vehicle.
6. Admitted in part, Denied in part. Defendant made no guarantee regarding the rear end of the vehicle; however, Defendant did have a replacement rear end, which was offered to Plaintiffs.
7. Defendant does not have sufficient knowledge to answer the averment made by Plaintiffs in this paragraph.

8. Denied. These mechanical systems were in good working order as of the date of purchase.
9. Denied. Defendant gave Plaintiffs a replacement rear end for the vehicle. Furthermore, the Plaintiffs had changed the carburetor, which caused the problems with the transmission.
10. Denied. This mechanical system was in good working order as of the date of purchase.
11. Defendant does not have sufficient knowledge to answer the averment made by Plaintiffs in this paragraph.
12. Denied. Plaintiffs were aware the frame had been welded at the time of purchase.
13. Denied. Defendant offered to take the vehicle in trade toward the purchase of another vehicle.
14. Denied. Defendant notified Plaintiffs of all problems that Defendant was aware of when the Plaintiffs purchased the vehicle. In fact, Plaintiffs allude to knowledge of problems with the rear end prior to purchase in Paragraph 6 of their Complaint.
15. Denied. At no time did Defendant misrepresent or fail to disclose information that they were aware of at the time the Plaintiffs purchased the subject vehicle.
16. Denied. The subject vehicle had passed a Pennsylvania State Vehicle Inspection performed by a licensed inspector prior to purchase by the Plaintiffs. Defendant notified Plaintiffs of all problems that Defendant was aware of when the Plaintiffs purchased the vehicle.
17. Denied. The subject vehicle had passed a Pennsylvania State Vehicle Inspection performed by a licensed inspector prior to purchase by the Plaintiffs. Defendant notified Plaintiffs of all problems that Defendant was aware of when the Plaintiffs purchased the vehicle.
18. Denied. Defendant provided Plaintiffs with a new rear end as promised, although he was not required to do so by law. Despite Defendant's attempts to satisfy Plaintiffs, Defendant was continually harassed and threatened by Plaintiffs.

19. Denied. At no time was Defendant negligent in action or omission toward Plaintiffs regarding the sale of the subject vehicle.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiffs' Complaint and enter judgment in favor of the Defendant.

NEW MATTER

NOW, comes the Defendant, LITTLE'S DRIVE-IN AUTO SALES, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE and avers as New Matter the following:

20. Defendant restates and incorporates Paragraphs 1 through 19 above as if stated at length herein.

21. Plaintiffs were given ample opportunity to inspect and test drive the subject vehicle prior to purchase.

22. Defendant notified Plaintiffs of all problems that Defendant was aware of when the Plaintiffs purchased the vehicle. In fact, Defendant put the subject vehicle in an adjacent garage so that Levi Ardary, the individual who welded the frame, could show the Plaintiffs the work he had done on the vehicle.

23. The subject vehicle had passed a Pennsylvania State Vehicle Inspection performed by Wayne Emigh, a licensed inspector, prior to purchase by the Plaintiffs.

24. At the conclusion of the sale of the subject vehicle, Plaintiff, Jeannette L. Kephart, signed a Retail Order for a Motor Vehicle, which contained a section titled "Warranty Disclaimer", which was marked "AS IS" by Defendant. *See Defendant's Exhibit "A".*

25. At the conclusion of the sale of the subject vehicle, Plaintiff, Jeannette L. Kephart, signed the reverse side of the Buyer's Guide, which was posted on the subject vehicle. This notice was

to alert Plaintiffs that the vehicle would be purchased "AS IS-NO WARRANTY" and the reverse side lists various defects that may be present in the subject vehicle, as per 37 Pa. Code § 301.4(9). *See Defendant's Exhibit "B".*

26. At the conclusion of the sale of the subject vehicle, Plaintiff, Jeannette L. Kephart, signed a Motor Vehicle Waiver of Warranty. *See Defendant's Exhibit "C".*
27. At the conclusion of the sale of the subject vehicle, Plaintiffs received a printed notice stating that the subject vehicle was sold without warranty. *See Defendant's Exhibit "D".*
28. Plaintiffs altered the vehicle from its condition at the time of purchase by installing a different carburetor and altering the exhaust so the pipe ran out the side of the vehicle rather than the rear.
29. The alterations to the subject vehicle performed by the Plaintiffs, specifically the carburetor, caused all of the problems averred to have been experienced by the Plaintiffs.
30. Plaintiffs performed the aforementioned alterations to the subject vehicle prior notifying the Defendant that they were having problems with the vehicle.

WHEREFORE, Defendant respectfully requests this Court dismiss Plaintiff's Complaint and enter judgment in favor of the Defendant.

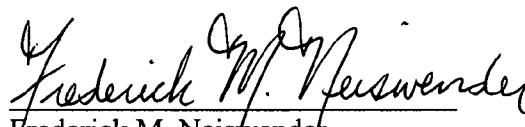
COUNTERCLAIM

NOW, comes the Defendant, LITTLE'S DRIVE-IN AUTO SALES, by and through their attorney, FREDERICK M. NEISWENDER, ESQUIRE and avers as a Counterclaim the following:

31. Defendant restates and incorporates Paragraphs 1 through 30 above as if stated at length herein.
32. Defendant believes and therefore avers that Plaintiffs' Complaint is clearly without basis in fact or law, and was filed by Plaintiffs' solely for the purpose of causing expense, annoyance and harm to the Defendant.
33. As such, the conduct of Plaintiffs in commencing litigation as set forth in their Complaint is arbitrary, vexatious and in bad faith.
34. As a result, Defendant has been forced to retain counsel to defend this action, and is entitled to an award of counsel fees pursuant to 42 Pa. C.S.A. § 2503 (9).
35. Defendant has spent in excess of \$1,500.00 in defense of Plaintiffs' claim.

WHEREFORE, Defendant demands judgment in his favor and against the Plaintiffs in the amount of \$1,500.00 plus interest and the costs of defending this action.

Respectfully submitted,



Frederick M. Neiswender
Counsel for Defendant

Little's Drive-In Auto Sales

R.R. 1 Box 48C
Woodland, PA 16881

814-857-7711

PURCHASER'S NAME Jeannette L. Kephart SOC. SEC. NO. 6-8-00
PURCHASER'S ADDRESS P.O. Box 203 Potter St. AGE _____
CITY, STATE & ZIP Karthaus PA 16845 RESIDENCE PHONE 814-263-4941
BUSINESS PHONE _____

VEHICLE BEING PURCHASED

PLEASE ENTER MY ORDER FOR THE FOLLOWING:	<input type="checkbox"/> NEW <input type="checkbox"/> CAR <input type="checkbox"/> USED <input type="checkbox"/> TRUCK <input type="checkbox"/>	STOCK NO.
YEAR <u>87</u> MAKE <u>Olds</u>	MILEAGE <u>EXEMPT</u>	
MODEL OR SERIES <u>Cougar</u>	BODY TYPE	
COLOR <u>maroon</u>	TRIM	
M.V.I. OR SER. NO. <u>2636M11Y1H2301805</u>	ENG. TYPE	
TO BE DELIVERED ON OR ABOUT	SALESMAN <u>Gary</u>	

WARRANTY DISCLAIMER

Disclaimer Does Apply Disclaimer Does NOT Apply
We, the Seller, hereby expressly disclaim all warranties, either expressed or implied, including any implied warranty to merchantability or fitness for a particular purpose, and we neither assume nor authorize any other person to assume for us any liability in connection with the Sale of the Vehicle. The Manufacturer's Warranty is not affected by this disclaimer of Warranties by the Selling Dealer.

The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.

AS IS: this Vehicle is sold "as is" by us.

USED VEHICLE TRADED IN AND/OR OTHER CREDIT

YEAR	MAKE OF TRADE-IN	
MODEL OR SERIES	BODY TYPE	
COLOR	TRIM	
M.V.I. OR SER. NO.	ENG. TYPE	
I CERTIFY THE ODOMETER READING ON MY ABOVE TRADE READS _____ MILES. THE ODOMETER HAS <input type="checkbox"/> HAS NOT <input type="checkbox"/> EXCEEDED		
100,000 MILES. SIGNATURE: _____		
BALANCE OWED TO		
ADDRESS		
USED TRADE-IN ALLOWANCE	\$	
BALANCE OWED ON TRADE-IN		
NET ALLOWANCE ON USED TRADE-IN	\$	
DEPOSIT OR CREDIT BALANCE		
CASH WITH ORDER	\$	
TOTAL CREDIT (TRANSFER TO RIGHT COLUMN)	\$	

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
"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."

CASH DELIVERED PRICE OF VEHICLE	\$ <u>1000</u>
ACCESSORIES	\$ <u>0</u>
<i>AS IS</i> <i>mileage over 100k</i>	
<i>Pad In Full</i> <i>60</i>	
Cash Price of Vehicle & Accessories	\$ <u>1000</u>
STATE AND LOCAL TAXES	\$ <u>60</u>
License, License Transfer, Title, Registration Fee	\$ <u>67</u>
TOTAL PRICE OF UNIT	\$ <u>1127</u>
TOTAL CREDIT (TRANSFERRED FROM LEFT COLUMN)	\$ <u>0</u>
UNPAID CASH BALANCE DUE ON DELIVERY	\$ <u>0</u>

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 the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

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 Jeannette L. Kephart

DATE 6-8-00

ACCEPTED BY John L. Kephart

(DEALER)

PER _____

"THANK YOU — WE APPRECIATE YOUR BUSINESS"
RETAIL ORDER FOR A MOTOR VEHICLE

Exhibit "A"

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

Cougar
VEHICLE MAKE

GT/SE
MODEL

1987
YEAR

2G3GM1V4R3C1805
VIN NUMBER

DEALER STOCK NUMBER (Optional)

WARRANTIES FOR THIS VEHICLE:



AS IS-NO WARRANTY

YOU WILL PAY ALL COSTS FOR ANY REPAIRS. The dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.



WARRANTY

FULL LIMITED WARRANTY. The dealer will pay _____% of the labor and _____% of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty document for a full explanation of warranty coverage, exclusions, and the dealer's repair obligations. Under state law, "implied warranties" may give you even more rights.

SYSTEMS COVERED:

DURATION:

None

None

SERVICE CONTRACT. A service contract is available at an extra charge on this vehicle. Ask for details as to coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of the time of sale, state law "implied warranties" may give you additional rights.

PRE PURCHASE INSPECTION: ASK THE DEALER IF YOU MAY HAVE THIS VEHICLE INSPECTED BY YOUR MECHANIC EITHER ON OR OFF THE LOT.

SEE THE BACK OF THIS FORM for important additional information, including a list of possible problems that may occur in used motor vehicles.

Exhibit "B"

*Information on this form is for the
purchase of this vehicle only.*

DEFECTS

Below is a list of some major defects that may occur in used motor vehicles.

Frame & Body

Frame—cracks, corrective welds, or rusted through
Dogtracks—bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT specs.)
Not enough pedal reserve (DOT specs.)
Does not stop vehicle in straight line (DOT specs.)
Hoses damaged
Drum or rotor too thin (Mfr. Specs.)
Lining or pad thickness less than $\frac{1}{8}$ inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than $\frac{1}{4}$ inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than $\frac{3}{32}$ inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

Little's Drive-In Auto Sales

DEALER
R. R. 1 Box 48C
Woodland, PA 16881

ADDRESS

SEE FOR COMPLAINTS

"I hereby acknowledge receipt of the Buyers Guide at the closing of this sale."

BUYERS SIGNATURE

X Jeannette L. Keghart

Exhibit "B"

FRANK LITTLE, OWNER, LITTLE'S DRIVE-IN AUTO SALES hereby states that LITTLE'S DRIVE-IN AUTO SALES is the Defendant in this action and that the statements of fact made in the foregoing Answer, New Matter and Counterclaim are true and correct upon personal knowledge. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

DATE: 5-9-01



FRANK LITTLE, OWNER
LITTLE'S DRIVE-IN AUTO SALES

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

JEANNETTE L. KEPHART, :
JILL A. SMEAL, and :
CHRISTOPHER KEPHART, :
Plaintiffs, :
vs. : No. 00-1347 - C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :
:

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer, New Matter and Counterclaim was made upon Jeannette L. Kephart, Jill A. Smeal, and Christopher Kephart, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Peter J. Carfley, Esquire, on May 21, 2001, at the following address:

Peter J. Carfley, Esquire
P.O. Box 249
Philipsburg, Pennsylvania 16866

Frederick M. Neiswender
Frederick M. Neiswender, Esquire
Counsel for Defendant
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830

FILED

MAY 21 2001
0110 4013cc 077
William A. Shaw
Prothonotary
for Recorders

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

JEANNETTE L. KEPHART :
JILL A. SMEAL,
and CHRISTOPHER KEPHART :
Plaintiffs

vs. : No. 00-1347-CD

LITTLE'S DRIVE-IN AUTO :
SALES, :
Defendant :

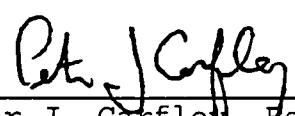
TO: Little's Drive-In Auto Sales

R. R. 1, Box 48C
Route 322
Woodland, Pa., 16881

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA., 16830
(814) 765-2641


Peter J. Caffley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
Attorney for Plaintiffs

Dated: May 23, 2001

FILED

MAY 25 2001
01/23/01 CC
William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

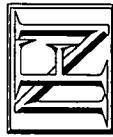
I hereby verify that a true and correct copy of the within document was served upon the following party at the following address on May 23, 2001, by ordinary mail, first class, postage prepaid.

Little's Drive-In Auto Sales
R. R. 1, Box 48C
Route 322
Woodland, Pa., 16881

Peter J. Carfley
Peter J. Carfley, Esq.
P. O. Box 249
Philipsburg, Pa., 16866
Attorney for Plaintiffs

FREDERICK M. NEISWENDER
ATTORNEY AND COUNSELLOR AT LAW

501 EAST MARKET STREET • SUITE 3
CLEARFIELD, PENNSYLVANIA 16830



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

JEANNETTE L. KEPHART, :
JILL A. SMEAL, and :
CHRISTOPHER KEPHART, :
Plaintiffs, :
vs. : No. 00 - 1347 - C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :
: Type of case: Civil
: Type of pleading: Certificate of Service
: Filed on behalf of: Defendant,
: Little's Drive-In Auto Sales
: Counsel for Defendant:
: Frederick M. Neiswender, Esquire
: Supreme Court No. 74456
: 501 East Market Street, Suite 3
: Clearfield, Pennsylvania 16830
: (814) 765-6500

FILED

MAY 31 2001

William A. Shaw
Prothonotary

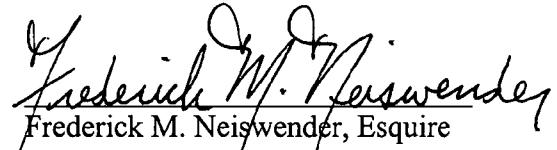
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

JEANNETTE L. KEPHART, :
JILL A. SMEAL, and :
CHRISTOPHER KEPHART, :
Plaintiffs, :
vs. : No. 00 - 1347 - C.D.
LITTLE'S DRIVE-IN AUTO SALES, :
Defendant. :

CERTIFICATE OF SERVICE

I, Frederick M. Neiswender, Esquire, hereby certify that service of the foregoing Answer, New Matter and Counterclaim was made upon Jeannette L. Kephart, Jill A. Smeal, and Christopher Kephart, by mailing, first class, postage prepaid, a true copy to the office of their attorney of record, Peter J. Carfley, Esquire, on May 31, 2001, at the following address:

Peter J. Carfley, Esquire
P.O. Box 249
Philipsburg, Pennsylvania 16866


Frederick M. Neiswender, Esquire
Counsel for Defendant
501 East Market Street, Suite 3
Clearfield, Pennsylvania 16830

FILED

MAY 31 2001
O 2:42 13cc atty Researcher
William A. Shaw
Prothonotary
20



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

FILED

OCTOBER 29, 2004

OCT 29 2004

b6
b7c
William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-1347-CD

Jim Smeal vs. Little's Drive-In Auto Sales

Dear Peter J. Carfley, Esquire:

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

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary of Clearfield County, PO Box 549, Clearfield, Pennsylvania 16830**. The Statement of Intention to Proceed must be filed on or before **January 7, 2005**.

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

By the Court,

David S. Meholick
David S. Meholick
Court Administrator



**OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA**

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

DAVID S. MEHOLICK
COURT ADMINISTRATOR

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

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

OCTOBER 29, 2004

RE: 00-1347-CD
Jim Smeal vs. Little's Drive-In Auto Sales

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

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic
Court Administrator

Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

Jim Smeal

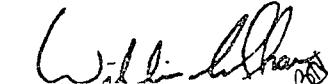
Vs.

00-1347-CD

Little's Drive-In Auto Sales

Termination of Inactive Case

This case is hereby terminated with prejudice
this 21st day of January, 2005, as per Rule 230.2



William A. Shaw
Prothonotary

FILED

JAN 21 2005

William A. Shaw
Prothonotary/Clerk of Courts