

01-1903-CD  
SUPER 322 DRIVE-IN THEATRE, INC. -vs- SWIFT TRANSPORTATION, INC.  
et al

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

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

PLAINTIFF,

v.

SWIFT TRANSPORTATION, INC., a  
properly doing business in Pennsylvania, and  
ABBAS ALRAMAHI, an adult individual,

DEFENDANTS.

: No. 01-1903-CD

: Type of Pleading:

: CIVIL COMPLAINT

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraracio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**

NOV 20 2001

William A. Shaw  
Prothonotary

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01-\_\_\_\_\_ -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

**NOTICE TO DEFEND**

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIM 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 CLAIM IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF(S). 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 AN ATTORNEY, OR CANNOT FIND ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

David Meholic, Court Administrator  
c/o Clearfield County Courthouse  
2nd and Market Streets  
Clearfield, PA 16830  
(814)-765-2641

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01-\_\_\_\_\_ -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

**CIVIL COMPLAINT**

**NOW COMES, the Plaintiff, Super 322 Drive-In Theatre, Inc., by and through its  
counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows  
in support of its CIVIL COMPLAINT:**

**The Parties**

1. Plaintiff is Super 322 Drive-In Theatre, Inc., a duly formed and existing Pennsylvania Corporation with mailing address of RD #1, Box 236 Frenchville, Clearfield County, Pennsylvania 16836 and principal place of business located at along 322 West, Bradford Township, Clearfield County Pennsylvania.
2. That first defendant is Swift Transportation, Inc., upon information and belief, a duly formed and existing corporation, doing business in Pennsylvania with principal office located at 2200 S. 75th Avenue, Phoenix, Arizona 85043.
3. That second defendant is Abbas Alramahi, upon information and belief, an adult individual, with 324 Stone Arch Drive, Independence, Missouri 64052, unknown address, but who is believed to have a business address with defendant Swift Transportation.

Background

4. Plaintiff is the owner and operator of a drive-in movie theatre located in Bradford Township, Clearfield County, Pennsylvania, directly off of State Route 322.
5. As part of this business, Plaintiff did own, operate and maintain a structure best described as a "marquee" upon which advertisements were illuminated and displayed showing the movies which were playing and the times at which they could be seen.
6. This marquee was located in easterly front side of the Plaintiff's land.
7. That on or about June 22, 2001, at approximately 11:30 P.M., a vehicle, best described as a "tractor and trailer" with markings indicating it was owned by defendant Swift Transportation, Inc., was seen to exit from its easterly travel on State Route 322 and enter onto Plaintiff's property.
8. That defendants' vehicle, while attempting to turn around, and upon information and belief, re-enter onto State Route 322 in a westerly direction, did strike Plaintiff's marquee causing the marquee to move from its foundation and lean, the damage is more fully defined in the estimate of repairs attached hereto as Exhibit "A", which will require Twenty-Two Thousand Seven Hundred Two Dollars and Ten Cents to repair, to be more fully determined at time of trial.
9. That in addition, Plaintiff's primary source of advertising was destroyed and lost for the remainder of the season, and might be lost for next season, causing a loss of business revenue in an amount to be determined at time of trial.
10. That after defendant Swift Transportation's vehicle did strike and cause damage to the marquee, the driver did not stop and identify himself but continued to re-enter upon State Route 322 in a westerly direction.
11. That upon information and belief, defendant Abbas Alramahi was the driver of defendant Swift Transportation's vehicle at the aforementioned time.
12. That upon information and belief, defendant Abbas Alramahi was an employee and/or agent of defendant Swift Transportation and was acting in the course of such employment or agency relationship at the subject time.
13. That defendants are jointly and severally liable for the forementioned damages.

Count I: Negligence

14. The averments of paragraphs 1 - 13, inclusive, are hereby incorporated as if again fully set forth at length.

15. That defendant Abbas Alramahi was negligent in that he:

- (a) did not pay attention to his surroundings while turning the vehicle around;
- (b) did not maintain proper observation of his circumstances such that he did strike the marquee; and
- (c) did not use proper judgment in attempting to turn the vehicle around in an area occupied by the marquee.

16. That defendant Swift Transportation was negligent in that they are liable for the acts of their employee and or agent defendant Abbas Alramahi.

17. That the negligence of defendants was a direct and proximate cause of the aforementioned injuries suffered by Plaintiff.

**WHEREFORE, Plaintiff requests judgment in its favor and against defendants, jointly and severally, in an amount in excess of Twenty Thousand Dollars, together with costs of suit.**

Count II: Trespass

18. That the averments of paragraphs 1 - 17, inclusive, are hereby incorporated as if again fully set forth at length.

19. That defendants were not authorized to enter upon the lands of Plaintiff for the purpose of turning around.

20. That the area in which defendant Abbas Alramahi attempted to turn around was a grass field and not in any manner designed nor designated for vehicular traffic.

21. That defendants did trespass upon the lands of Plaintiff.

22. That Plaintiff did suffer the aforementioned damages as a result of defendants trespass.

23. That defendants should also pay punitive damages, in an amount to be determined, for the trespass.
24. That defendants should also pay Plaintiff's reasonable attorney fees, in an amount to be determined, because of their trespass.

**WHEREFORE, Plaintiff requests judgment in its favor and against Defendants, jointly and severally, in an amount in excess of Twenty Thousand Dollars, together with attorney's fees, punitive damages and costs of suit.**

Count III: Hit and Run

25. That the averments of paragraphs 1 - 24, inclusive, are hereby incorporated as if again fully set forth at length.
26. That defendants were obligated to identify themselves when they caused damage to Plaintiff's marquee with their vehicle.
27. That defendants failed to stop and identify themselves after so causing the aforementioned damages.
28. That as a result of defendants' failure to identify themselves, Plaintiff had to incur expense in determining who caused the damages which included travel to the Wall Mart Distribution Center as well as numerous phone calls to Defendant Swift Transportation and the Pennsylvania State Police all in an amount to be determined at time of trial.
29. That defendants should also pay punitive damages, in an amount to be determined, for this "hit and run".
30. That defendants should also pay for Plaintiff's reasonable attorney's fees, in an amount to be determined at time of trial.

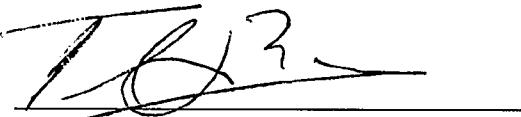
**WHEREFORE, Plaintiff requests judgment in its favor and against defendants, jointly and severally, in an amount in excess of Twenty Thousand Dollars, together with punitive damages, attorney's fees and costs of suit.**

Miscellaneous

31. That jurisdiction is appropriate.

32. That venue is appropriate.

Respectfully Submitted,



---

Theron G. Noble, Esquire  
Attorney for Plaintiff

# RHINE CONSTRUCTION

ATTN.  
Arland Sandvik

John C. Rhine  
R.D. 1, Box 434-R  
Curwensville, PA 16833  
(814) 236-3639

# PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO Bill Frankhouser	322 Drive Inn.	PHONE	DATE 8/10/01
STREET		JOB NAME 322 Drive Inn	
CITY, STATE AND ZIP CODE Frenchville Pa. 16836		JOB LOCATION RT 322	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for: Rebuilding the Marquee at the 322 Drive Inn.

1. Removal of the old marquee and haul debris to the landfill, pour new footings, lay 8" Block, pour new 4" floor, and removal of landscaping tree & shrubs. \$ 5,400.00
2. To Be done by Bowman MASONRY.
3. New electrical service (1<sup>st</sup> quote sent by Blaine Conf. to Mr. Sandvik) \$ 1,582.10
4. Wood construction includes: 2X6 rafters, 5/8 inch sheathing, Felt paper, Drip edge, shingles, At. soffit & fascia, 1/2" plywood on the interior ceiling with access hole, 2X6 shuddered walls on two sides behind the illuminated signs, prime & paint interior & exterior.
5. 1-3068 steel door & lockset. Treated 1x10 sill plates, vinyl siding on 2 gable ends. \$ 10,680.00
6. To be done by Rhine Construction.
7. Disconnect main water line to the Drive Inn (motor), and install 4' fluorescent lights behind the marquee signs, and rewire lights, receptacles & switches.
8. New storefront with rocks & Fiberglass panels will be installed (purchased from Wagner SS Frame Co. and Installed by Rhine Construction (sign cost \$3,400.00)
9. Landscaping by Manager's Landscape & Lawncare, to replace with the same landscaping. \$ 1,470.00
10. Temporary sign Rental for 1 month. \$ 170.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Twenty-two thousand Seven hundred - two 10/100 dollars \$ 22,702.10.

Payment to be made as follows:

1/2 Down before starting, 1/2 upon the DAY of completion.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

PAOC-833  
PRINTED IN U.S.A.

Exhibit "A"

# RHINE CONSTRUCTION

John C. Rhine  
R.D. 1, Box 434-R  
Cummins, PA 16833  
(814) 246-3539

ATTN:  
Arland Sandvik

# PROPOSAL AND ACCEPTANCE

STREET	PHONE	DATE
Bill Frankhouse (322 Drive Inn)		8/2/01
CITY, STATE AND ZIP CODE	JOB NAME	
Frenchville, Pa. 16836	322 Drive Inn	
ARCHITECT	JOB LOCATION	
	RT 322 Drive Inn	
	DATE OF PLANS	JOB PHONE
We hereby submit specifications and estimates for: Replace Electric Service damaged at the 322 Drive Inn		
1. New Pole 30'		175.00
2. Drill hole for pole & set 3 hours		300.00
3. Install meter, Trailac style disconnect & weather tight panel Labor		96.00
4. Install 3" Sch 40 pipe w/ 2 sweeps to put 12-2 Elect.		
Supplies into new panel in a 2' Deep Ditch 1 hour back hoe		55.00
5. 10' pipe, 2 sweeps, 2 terminal adapters		30.00
6. 2.50' 12/2 wire		29.00
7. Labor for panel work		288.00
8. Service Material. Weather tight 100 amp panel, meter cab, ground rods, weather tight cable adapt, groundrod clamp, 30' 100 amp cable, 1/4 box cap, cable strain screws, 2' x 4' plywood, 1 weather head, 3/4 x 14" Eye bolt (welded), 12-20 amp QO breakers, 2-20 amp Double pole breakers 1-30 amp breaker		
1- 100 amp trailer disconnect		609.10
Labor & mat:		1,582.10

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

One thousand five hundred - eighty two <sup>10/100</sup> dollars (\$ 1,582.10)

Payment to be made as follows:

1/3 down to start. Remaining 1/3 due upon the day of completion.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature: *John C. Rhine*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature: \_\_\_\_\_

Arnn; Arland Sandvik. 322 Drive Inn

Rhine Construction.

Arland.

Here's the breakdown for material and labor for the 322 drive Inn.

1. Bowman Masonry;

A. Take down old marquee and haul it to the dump.	1,500.00
B. Block, sand, mortar ( material)	495.00
C. Concrete floor, wire mat, expansion joint, 2B gravel	346.00
Labor	850.00
D. Form for pit in floor for plumbing and wire access.	135.00
E. Steel door and steel jamb, lockset, paint	455.00
Install (labor)	245.00
F. Remove tree and shrubs and haul away.	174.00
	-----
	5,400.00

2. Electrical Service 1<sup>st</sup> proposal sent: 1,582.10

3. Rhine construction:

A. wood construction. 2x6 rafters, 5/8 osb on roof, felt, dripedge, shingles, aluminum soffit and fascia, 1/2 plywood on interior ceiling, 2x6 studded walls, primer, paint, treated sill plates, vinyl siding on gable ends, four foot fluorescent lights, bulbs.	-----
(material)	3,690.00
Labor:	6,990.00

10,680.00

4. Lenagers landscaping:

A. Replace with equal value plants (material)	775.00
B. Labor:	695.00
	-----
	1,470.00

5. New stainless steel wire racks, fiberglass panels and letters.

A. (labor to install, is included in Rhine const. Price.) 3,400.00

6. Temporary sign rental: (one month rental.) 170.00

7. Total estimated price:

22,702.10

Arland, if you need anything else, give me a call.

Thank you.  
John C. Rhine  
Rhine Construction  
(814) 236-3539

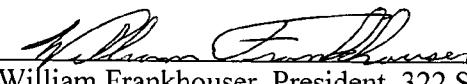
IN THE COURT OF COMMON PLEAS, CLEARFIELD COUNTY, PENNSYLVANIA  
(CIVIL DIVISION)

)  
SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
 )  
PLAINTIFF, )  
 )  
v. ) No. 01-\_\_\_\_\_ -CD  
 )  
 )  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
 )  
DEFENDANTS. )

**VERIFICATION**

I, William Frankhouser, President, Super 322 Drive-In Theatre, Inc., Plaintiff, does hereby swear and affirm that I have read the foregoing and attached CIVIL COMPLAINT, in the above captioned matter, and that to the best of my information, knowledge and belief, the facts as set forth therein re true and correct. Furthermore, that I make this statement subject to the penalties of 18 Pa.C.S.A. 4904, relating to unsworn falsification to authorities.

So made this 16<sup>TH</sup> day of November, 2001.

  
\_\_\_\_\_  
William Frankhouser, President, 322 Super Drive-In  
Theatre, Inc., Plaintiff

**FILED**

NOV 20 2001  
13 of City/County  
William A. Shaw  
Prothonotary  
for \$80.00  
Sccatty Noble

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

Plaintiff,

v.

SWIFT TRANSPORTATION, INC., a  
corporation properly doing business in  
Pennsylvania, and ABBAS ALRAMAHI,  
an adult individual,

Defendants.

CIVIL DIVISION

G.D. No. 01-1903-CD

Issue No.

**PRAECIPE FOR APPEARANCE**

Code:

Filed on behalf of Defendants Swift  
Transportation, Inc. and Abbas Alramahi

Counsel of record for this party:

John T. Pion, Esq.  
Pa. I.D. #43675

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

**FILED**

DEC 17 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a ) CIVIL DIVISION  
Pennsylvania corporation, )  
 )  
Plaintiff, )  
 )  
v. ) G.D. No. 01-1903-CD  
 )  
SWIFT TRANSPORTATION, INC., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
 )  
Defendants. )

**PRAECIPE FOR APPEARANCE**

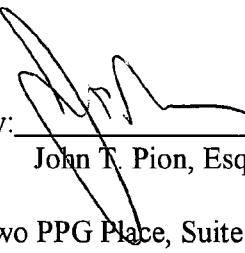
TO: PROTHONOTARY

KINDLY enter our appearance on behalf of the Defendants, SWIFT TRANSPORTATION, INC., a corporation properly doing business in Pennsylvania, and ABBAS ALRAMAHI, an adult individual, in the above-entitled action.

**A JURY TRIAL IS DEMANDED.**

DICKIE, McCAMEY & CHILCOTE

Dated: 12/13/01

By:   
John T. Pion, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222  
(412) 392-5452

Attorneys for Defendants

**CERTIFICATE OF SERVICE**

I, John T. Pion, Esquire, hereby certify that true and correct copies of the foregoing  
**Praecipe for Appearance** have been served this 14<sup>th</sup> day of December, 2001, by *facsimile* and  
by U.S. first-class mail, postage prepaid, to counsel of record listed below:

Theron G. Noble, Esquire  
FARRARACIO & NOBLE  
301 East Pine Street  
Clearfield, PA 16830  
**Attorneys for Plaintiff**

DICKIE, McCAMEY & CHILCOTE, P.C.

By \_\_\_\_\_  
John T. Pion, Esquire

Attorneys for Defendants Swift Transportation,  
Inc. and Abbas Alramahi

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11783

SUPER 322 DRIVE-IN THEATRE, INC.

01-1903-CD

VS.

SWIFT TRANSPORTATION, INC. AI

**COMPLAINT**

**SHERIFF RETURNS**

NOW, NOVEMBER 21, 2001, MAILED THE WITHIN COMPLAINT TO SWIFT TRANSPORT INC., THE DEFENDANT, BY CERTIFIED MAIL #7000 0600 0022 9001 8225 TO 2200 S. 75TH AVE., PHOENIX, ARIZONA 85043, BEING THEIR LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY AGENT FOR DEFENDANT.

NOW, NOVEMBER 26, 2001 SERVED THE WITHIN COMPLAINT ON ABBAS ALRAMAHI, DEFENDANT BY CERTIFIED MAIL # 7000 0600 0022 9001 8218 AT 324 STONE ARCH DRIVE, INDEPENDENCE, MISSOURI 64-52 BEING HIS LAST KNOWN ADDRESS. THE RETURN RECEIPT IS HERETO ATTACHED AND MADE A PART OF THIS RETURN ENDORSED BY DEFENDANT. LETTER WAS SENT MARKED "ADDRESSEE ONLY".

Return Costs

Cost      Description

39.54 SHERIFF HAWKINS, PAID BY : ATTY.

JAN 11 2002

20.00 SURCHARGE, PAID BY : ATTY.

012:42pm

William A. Shaw  
Prothonotary

**FILED**

Sworn to Before Me This

16th Day Of January, 2002

William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins  
By: Maelyn Harry  
Chester A. Hawkins  
Sheriff

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

SWIFT TRANSPORT, INC.  
2200 S. 75th Ave.  
Phoenix, AZ. 85043

**COMPLETE THIS SECTION ON DELIVERY**

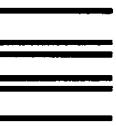
A. Received by (Please Print Clearly)

*S. Long*

X

</div

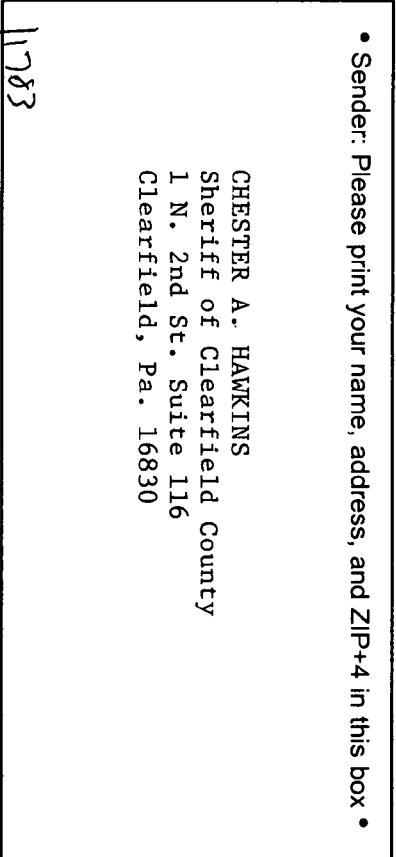
UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. ~ '0  
1

- Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd St. Suite 116  
Clearfield, Pa. 16830



11783

11783

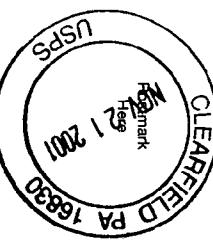
11783

# CERTIFIED MAIL RECEIPT

*(Domestic Mail Only; No Insurance Coverage Provided)*

Article Sent To:

7000	0022	9001	8225										
0000	0000	0000	0000										
<table border="1"><tr><td>Postage</td><td>\$ 80</td></tr><tr><td>Certified Fee</td><td></td></tr><tr><td>Return Receipt Fee (Endorsement Required)</td><td></td></tr><tr><td>Restricted Delivery Fee (Endorsement Required)</td><td></td></tr><tr><td>Total Postage &amp; Fees</td><td>\$ 1.60</td></tr></table>				Postage	\$ 80	Certified Fee		Return Receipt Fee (Endorsement Required)		Restricted Delivery Fee (Endorsement Required)		Total Postage & Fees	\$ 1.60
Postage	\$ 80												
Certified Fee													
Return Receipt Fee (Endorsement Required)													
Restricted Delivery Fee (Endorsement Required)													
Total Postage & Fees	\$ 1.60												
Name (Please Print Clearly) (to be completed by mailer) SWEET THANK YOU FNC Street, Apt. No., Office Box No. 2200 S. 75th Ave. City, State, Zip+4 Phoenix, AZ 85043													



**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of International mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested." To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery."
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3600, July 1999 (Reverse) 102595-99-M-2087

**SENDER: COMPLETE THIS SECTION****COMPLETE THIS SECTION ON DELIVERY**

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

**1. Article Addressed to:**

ABBAS ALRAMAH  
324 Stone Arch Drive  
Independence, Missouri 64052

A. Received by (Please Print Clearly) **ABBAS ALRAMAH** B. Date of Delivery **11/26/01**  
C. Signature   
 Agent  Addressee

**D. Is delivery address different from item 1?**

If YES, enter delivery address below:  
 Yes  No

**3. Service Type**

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

**4. Restricted Delivery? (Extra Fee)**

Yes

**2. Article Number (Copy from service label)**

**7000 0600 0022 9001 8218**

PS Form 3811, July 1999 Domestic Return Receipt

102595-00-M-0982

UNITED STATES POSTAL SERVICE



- Sender: Please print your name, address, and ZIP+4 in this box •

CHESTER A. HAWKINS  
Sheriff of Clearfield County  
1 N. 2nd St. Suite 116  
Clearfield, Pa. 16830

11783

09

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

Arch-Sent To:

7000	0600	9001	8218
0022			
<p>Postage \$ 18 Certified Mail Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)</p> <p><b>ADDRESS ONLY</b></p> <p>Total Postage &amp; Fees \$ 17.60</p>			
<p>Name (Please Print Clearly) (to be completed by mailer) ABDULLAH ALRAMAH Street, Apt. No. or PO Box No. 324 Stone Drive City, State, Zip 64052</p>			

*BARFIELD PA 16828*  
NOV 20 2001  
Postage Due  
USPS

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years
- **Important Reminders:**
- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuable packages, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3831) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required. *7*
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

>S Form 3800, July 1999 (Reverse)

102595-99-M-2087

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

Plaintiff,

v.

SWIFT TRANSPORTATION, INC., a  
corporation properly doing business in  
Pennsylvania, and ABBAS ALRAMAHI,  
an adult individual,

Defendants.

CIVIL DIVISION

G.D. No. 01-1903-CD

Issue No.

**PRELIMINARY OBJECTIONS ON  
BEHALF OF DEFENDANTS**

Code:

Filed on behalf of Defendants Swift  
Transportation, Inc. and Abbas Alramahi

Counsel of record for this party:

John T. Pion, Esq.  
Pa. I.D. #43675

Brant T. Miller, Esq.  
Pa. I.D. #83297

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

**FILED**  
JAN 09 2002  
M/11/101 my  
William A. Shaw  
Prothonotary  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a CIVIL DIVISION  
Pennsylvania corporation, G.D. No. 01-1903-CD  
Plaintiff,  
Issue No.

v.

SWIFT TRANSPORTATION, INC., a corporation properly doing business in Pennsylvania, and ABBAS ALRAMAHI, an adult individual,

Defendants.

**PRELIMINARY OBJECTIONS ON BEHALF OF DEFENDANT**

AND NOW, come the Defendants, by and through counsel, Dickie, McCamey & Chilcote, P.C., John T. Pion, Esquire, and Brant T. Miller, Esquire, and pursuant to Rule 1028 of the Pennsylvania Rules of Civil Procedure, hereby file the following Preliminary Objections in the Nature of Demurrers as follows:

**I. INTRODUCTION**

1. On November 20, 2001, Plaintiff Super 322 Drive-In Theatre, Inc. filed a Complaint with this court purportedly setting forth three causes of action against the Defendants in the form of negligence, trespass, and hit and run. (See Complaint, generally).
2. The Complaint alleges damage to a marquee allegedly as a result of a motor vehicle accident and damage to a grass lawn area. Plaintiffs allege the Defendants are responsible for the accident and the accompanying damages.

3. The Plaintiff's Complaint also sets forth a request for punitive damages as a result of the alleged trespass and alleged failure to stop at the scene of the accident after the accident occurred.

4. Finally, Plaintiff's Complaint also sets forth a request for attorney's fees.

## II. PRELIMINARY OBJECTIONS

### A. PLAINTIFFS HAVE FAILED TO STATE A CAUSE OF ACTION WHICH WOULD ALLOW FOR THE RECOVERY OF PUNITIVE DAMAGES BECAUSE POST-ACCIDENT BEHAVIOR CANNOT BE USED AS A BASIS FOR A REQUEST FOR PUNITIVE DAMAGES

5. Defendants incorporate the averments of paragraphs 1 through 4 above as if set forth at length.

6. Count III of the Plaintiff's Complaint is entitled "Hit and Run."

7. In paragraphs 25 through 29 of the Plaintiff's Complaint, Plaintiffs allege that the driver, Abbas Alramahi, caused the subject accident and failed to stop and identify himself following the accident.

8. In addition to asserting a claim for compensatory damages, Plaintiff also seeks recovery of punitive damages predicated solely upon evidence that Defendant's driver allegedly attempted to flee from the accident scene following the accident.

9. Significantly, pursuant to Pennsylvania law, post-accident conduct is not relevant, not admissible and cannot form the predicate for a punitive damages claim. See, *Burke v. Maassen*, 904 F.2d 178, 183 (3rd Cir. 1990).

10. In the current action, Plaintiffs evidence that Defendant Alramahi allegedly attempted to flee the scene of the accident relates exclusively to post accident events. At best, such evidence could be argued as an effort to conceal the accident.

11. Pursuant to *Burke, supra.*, the egregious conduct upon which punitive damages are based must be conduct that causes the injury, harm or damage to the Plaintiff.

12. Because there is no allegation of any such conduct prior to or at the time of the subject accident, no viable claim for punitive damages exists in this case and the request for punitive damages contained within Count III of Plaintiff's Complaint should be stricken.

B. PLAINTIFF FAILS TO SET FORTH A VIABLE CAUSE OF ACTION IN COUNT III  
BECAUSE "HIT AND RUN" IS NOT A CAUSE OF ACTION UNTO ITSELF, BUT  
RATHER, HAS ALREADY BEEN BROKEN DOWN INTO THE ELEMENTS OF  
NEGLIGENCE AND TRESPASS

13. Defendants incorporate the averments of paragraphs 1 through 12 above as if set forth at length.

14. Count III of Plaintiff's Complaint is entitled "Hit and Run."

15. Pennsylvania does not recognize a civil cause of action for an alleged "hit and run."

16. An alleged hit and run is more properly set forth in Counts I and II of Plaintiff's Complaint, entitled "Negligence" and "Trespass", respectively.

17. Therefore, Count III of Plaintiff's Complaint should be dismissed in its entirety.

C. PLAINTIFF HAS FAILED TO STATE A CAUSE OF ACTION SUFFICIENT TO SUSTAIN A CLAIM FOR PUNITIVE DAMAGES WITH RESPECT TO COUNT II OF PLAINTIFF'S COMPLAINT ENTITLED "TRESPASS".

18. Defendants incorporate the averments of paragraphs 1 through 17 above as if set forth at length.

19. Plaintiffs have not pled any malicious, outrageous or intentional conduct on the part of the Defendants, but only purport to plead a cause of action in ordinary negligence.

20. Simple or ordinary negligence, as alleged in the Plaintiff's Complaint, will not support a claim for punitive damages against the Defendant.

21. Thus, the request for punitive damages in Counts II and III of Plaintiff's Complaint should be stricken.

D. PLAINTIFF'S CLAIM FOR ATTORNEY'S FEES MUST BE STRICKEN

22. Defendants incorporate the averments of paragraphs 1 through 21 above as if set forth at length.

23. In Counts II and III of Plaintiff's Complaint, entitled "Trespass" and "Hit and Run", respectively, Plaintiff has made a request for attorney's fees.

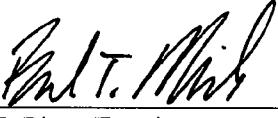
24. It is the well established rule that absent statutory authority, a litigant is not entitled to recover damages in the nature of those attorney's fees incurred in litigating its claim.

*Corace v. Balint*, 418 Pa. 252, 210 A.2d 882, 887 (1965); *Becker v. Borough of Schuykill Haven*, 200 Pa. Super. 305, 189 A.2d 764, 767 (1963).

25. Nowhere in the Complaint has Plaintiff alleged any statutory authority which would entitle it to recovery of attorney's fees.

26. Accordingly, Plaintiff's claims for attorney's fees in Counts II and III of its Complaint must be stricken and dismissed with prejudice.

Respectfully submitted,  
DICKIE, McCAMEY & CHILCOTE, P.C.

By:   
John T. Pion, Esquire  
Brant T. Miller, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
(412) 392-5422  
(412) 392-5367 (fax)

Attorneys for Defendants

**CERTIFICATE OF SERVICE**

I, Brant T. Miller, Esquire, hereby certify that true and correct copies of the foregoing  
**PRELIMINARY OBJECTIONS ON BEHALF OF DEFENDANTS** have been served this 8<sup>th</sup>  
day of January, 2002, by U.S. first-class mail, postage prepaid, to counsel of record listed below:

Theron G. Noble, Esquire  
FARRARACIO & NOBLE  
301 East Pine Street  
Clearfield, PA 16830  
**Attorneys for Plaintiff**

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
Brant T. Miller, Esquire

Attorneys for Defendants

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

SUPER 322 DRIVE-IN THEATRE, INC.,  
a Pennsylvania corporation

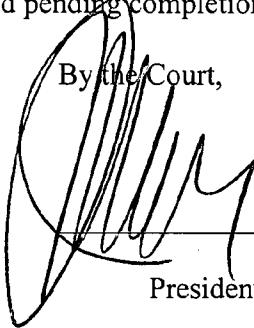
-vs- : No. 01-1903-CD

SWIFT TRANSPORTATION, INC., a  
corporation properly doing business in  
Pennsylvania, and ABBAS ALRAMAHI,  
an adult individual

**ORDER**

NOW, this 25<sup>th</sup> day of April, 2002, upon consideration of Preliminary Objections filed on behalf of Defendants above-named, and argument and briefs thereon, it is the ORDER of this Court that said Objections shall be and are hereby sustained to the extent that Plaintiff's claim for counsel fees shall be and is hereby dismissed. It is the further ORDER of this Court that said Objections to Plaintiff's count of hit and run and claim for punitive damages shall be and is hereby continued pending completion of discovery.

By the Court,



President Judge

**FILED**

APR 25 2002

William A. Shaw  
Prothonotary

FILED

1 cc T. Noble  
01/25/02  
1 cc J. Pion  
APR 25 2002

2002

William A. Shaw  
Prothonotary

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

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

PLAINTIFF,

v.

SWIFT TRANSPORTATION, INC., a  
properly doing business in Pennsylvania, and  
ABBAS ALRAMAHI, an adult individual,

DEFENDANTS.

: No. 01- 1903 -CD

: Type of Pleading:

: PLAINTIFF'S NOTICE OF SERVICE

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraracio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**

MAY 01 2002

*m/1.18/100cc*

William A. Shaw *WAS*  
Prothonotary

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01- 1903 -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

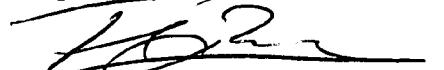
**PLAINTIFF'S NOTICE OF SERVICE**

To: William A. Shaw, Prothonotary

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby affirm that I did propound Plaintiff's first set of discovery materials on the Defendants, consisting of an Interrogatory, Request for Production of Documents, and a Request for Admission, by sending an original and two (2) copies of the same to their counsel of record, as below indicated, via United States Mail, postage pre-paid, first class, this 30th day of April, 2002.

John T. Pion, Esquire  
Dickie, McCamey & Chilcote  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.No.: 55942

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

Plaintiff,

v.

SWIFT TRANSPORTATION, INC., a  
corporation properly doing business in  
Pennsylvania, and ABBAS ALRAMAHI,  
an adult individual,

Defendants.

CIVIL DIVISION

G.D. No. 01-1903-CD

Issue No.

**ANSWER AND NEW MATTER OF  
DEFENDANTS**

Code:

Filed on behalf of Defendants Swift  
Transportation, Inc. and Abbas Alramahi

**NOTICE TO PLEAD**

TO: Plaintiff

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

By \_\_\_\_\_

Brant T. Miller, Esquire

**FILED**

MAY 01 2002  
M 11.261 NOEC

William A. Shaw  
Prothonotary

Counsel of record for this party:

John T. Pion, Esq.  
Pa. I.D. #43675

Brant T. Miller, Esq.  
Pa. I.D. #83297

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a CIVIL DIVISION  
Pennsylvania corporation, G.D. No. 01-1903-CD  
Plaintiff,  
v.  
Issue No.

SWIFT TRANSPORTATION, INC., a corporation properly doing business in Pennsylvania, and ABBAS ALRAMAHI, an adult individual,

Defendants.

**ANSWER AND NEW MATTER OF DEFENDANTS**

AND NOW, come the Defendants, Swift Transportation, Inc. and Abbas Alramahi, by and through counsel, Dickie, McCamey & Chilcote, P.C., John T. Pion, Esquire, and Brant T. Miller, Esquire, and for their Answer and New Matter to Plaintiff's Complaint, state as follows:

1. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 1 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.
2. Admitted.
3. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 3 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

4. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 4 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

5. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 5 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

6. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 6 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

7. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 7 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

8. The averments set forth in paragraph 8 of Plaintiff's Complaint are denied.

9. The averments set forth in paragraph 9 of Plaintiff's Complaint are denied.

10. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 10 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

11. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 11 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

12. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 12 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

13. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 13 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

**COUNT I-NEGLIGENCE**

14. In response to the averments into paragraph 14 of Plaintiff's Complaint, Defendants restate and reaver each every defense and denial previously set forth in their Answer as if the same were set forth herein at length.

15. The averment set forth in paragraph 15 and subparagraphs (a), (b), and (c) are denied as stated.

16. The averments set forth in paragraph 16 of Plaintiff's Complaint state conclusions of law to which no response is required. To the extent a response may be deemed required, said allegations are denied.

17. The averments set forth in paragraph 17 of Plaintiff's Complaint state conclusions of law to which no response is required. To the extent a response may be deemed required, said allegations are denied.

**COUNT II-TRESPASS**

18. In response to the averments incorporated into paragraph 18 of Plaintiff's Complaint, Defendants restate and reaver each and every defense and denial previously set forth in their Answer as if the same were set forth herein at length.

19. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 19 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

20. After reasonable investigation, Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 20 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

21. The averments set forth in paragraph 21 of Plaintiff's Complaint state conclusions of law to which no response is required. To the extent a response may be deemed required, said allegations are denied.

22. The averments set forth in paragraph 22 of Plaintiff's Complaint state conclusions of law to which no response is required. To the extent a response may be deemed required, said allegations are denied.

23. Pursuant to Order of Court, this paragraph will not be answered by Defendants.

24. This paragraph has been voluntarily withdrawn by Plaintiffs.

**COUNT III-HIT AND RUN**

25-30. Pursuant to Order of Court, Defendants will not answer Count III of Plaintiff's Complaint.

**MISCELLANEOUS**

31. Admitted.

32. Admitted.

**NEW MATTER**

33. Plaintiff's Complaint fails to state a claim for which relief can be granted.

34. To the extent applicable by the facts developed during discovery or the evidence introduced at the time of trial, Defendants raise the applicable Statute of Limitations as a complete and/or partial bar to Plaintiff's claims.

35. Defendants raise Plaintiff's contributory/comparative negligence as a complete and/or partial bar to Plaintiff's claims.

36. Defendants raise Plaintiff's failure to mitigate damages as a complete and/or partial bar to Plaintiff's claims.

37. Upon information and belief, Defendants raise the intervening/superseding acts and omissions of third parties over whom it had neither the right nor duty to control as a complete and/or partial bar to Plaintiff's claims.

WHEREFORE, Defendants deny any and all liability to any party under any theory of law whatsoever and respectfully request that judgment be entered in their favor, together with costs.

Respectfully submitted,  
DICKIE, McCAMEY & CHILCOTE, P.C.

By:   
John T. Pion, Esquire  
Brant T. Miller, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
(412) 392-5422  
(412) 392-5367 (fax)

Attorneys for Defendants

**VERIFICATION**

I, Brant T. Miller, Esquire, have read the foregoing Answer and New Matter of Defendants The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.



---

Brant T. Miller, Esquire

DATE: 4-30-2002

**CERTIFICATE OF SERVICE**

I, Brant T. Miller, Esquire, hereby certify that true and correct copies of the foregoing **ANSWER AND NEW MATTER** have been served this 30 day of April, 2002, by U.S. first-class mail, postage prepaid, to counsel of record listed below:

Theron G. Noble, Esquire  
FARRARACIO & NOBLE  
301 East Pine Street  
Clearfield, PA 16830  
**Attorneys for Plaintiff**

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Brant T. Miller, Esquire

Attorneys for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

Plaintiff,

v.

SWIFT TRANSPORTATION, INC., a  
corporation properly doing business in  
Pennsylvania, and ABBAS ALRAMAHI,  
an adult individual,

Defendants.

CIVIL DIVISION

G.D. No. 01-1903-CD

Issue No.

**AMENDED ANSWER AND NEW  
MATTER OF DEFENDANTS**

Code:

Filed on behalf of Defendants Swift  
Transportation, Inc. and Abbas Alramahi

**NOTICE TO PLEAD**

TO: Plaintiff

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

By

  
Brant T. Miller, Esquire

Counsel of record for this party:

John T. Pion, Esq.  
Pa. I.D. #43675

Brant T. Miller, Esq.  
Pa. I.D. #83297

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

**JURY TRIAL DEMANDED**

**FILED**  
**MAY 15 2002**

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a CIVIL DIVISION  
Pennsylvania corporation,

Plaintiff, G.D. No. 01-1903-CD

Issue No.

v.

SWIFT TRANSPORTATION, INC., a corporation properly doing business in Pennsylvania, and ABBAS ALRAMAHI, an adult individual,

Defendants.

**AMENDED ANSWER AND NEW MATTER OF DEFENDANTS**

AND NOW, come the Defendants, Swift Transportation, Inc. and Abbas Alramahi, by and through counsel, Dickie, McCamey & Chilcote, P.C., John T. Pion, Esquire, and Brant T. Miller, Esquire, and for their Amended Answer and New Matter to Plaintiff's Complaint, state as follows:

1. The averments set forth in paragraph 1 of Plaintiff's Complaint are admitted.
2. The averments set forth in paragraph 2 of Plaintiff's Complaint are admitted.
3. The averments set forth in paragraph 3 of Plaintiff's Complaint are admitted.
4. Defendants are without sufficient information or knowledge to form a belief as to

the truth or falsity of the averments set forth in paragraph 4 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

5. Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 5 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

6. Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 6 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

7. Denied. By way of further response, upon information and belief, a tractor unrelated to Defendants but hauling the very same trailer is believed to have struck the Marquee prior to the trailer being hitched to Defendant's tractor.

8. The averments set forth in paragraph 8 of Plaintiff's Complaint are denied.

9. Defendants are without sufficient information or knowledge to form a belief as to the truth or falsity of the averments set forth in paragraph 9 of Plaintiff's Complaint. Therefore, the same are denied and strict proof thereof is demanded at the time of trial.

10. The averments set forth in paragraph 10 of Plaintiff's Complaint are denied.

11. It is admitted that Abbas Alramahi was the driver of a Swift Transportation tractor, however, it is specifically denied that either Swift Transportation or Abbas Alramahi was involved in any damage to the Marquee.

12. The averments set forth in paragraph 12 of Plaintiff's Complaint are admitted.

13. The averments set forth in paragraph 13 of Plaintiff's Complaint are denied.

#### COUNT I-NEGLIGENCE

14. In response to the averments incorporated into paragraph 14 of Plaintiff's Complaint, Defendants restate and reaver each every defense and denial previously set forth in their Answer as if the same were fully rewritten herein at length.

15. The averments set forth in paragraph 15 of Plaintiff's Complaint contain conclusions of law to which no response is required. To the extent a response may be deemed required, said allegations contained in paragraph 15 and subparts (a) through (c) are denied.

16. The averments set forth in paragraph 16 of Plaintiff's Complaint are denied.

17. The averments set forth in paragraph 17 of Plaintiff's Complaint are denied.

WHEREFORE, Defendants, Swift Transportation Company and Abbas Alramahi, deny any and all liability to the Plaintiffs under any theory of law whatsoever and respectfully request judgment in their favor, together with costs of suit.

**COUNT II-TRESPASS**

18. In response to the averments incorporated into paragraph 18 of Plaintiff's Complaint, Defendants restate and reaver each and every defense and denial previously set forth in their Answer as if fully rewritten herein.

19. The averments contained in paragraph 19 of Plaintiff's Complaint are admitted.

20. It is denied that Abbas Alramahi attempted to turn around in a grass field owned by the Plaintiff. As to the remaining averments set forth in paragraph 20 of Plaintiff's Complaint, these Defendants are without sufficient information or knowledge sufficient to form a belief as to the truth of the remaining averments, and therefore deny same. Strict proof thereof is demanded at the time of trial.

21. The averments set forth in paragraph 21 of Plaintiff's Complaint are denied.

22. The averments set forth in paragraph 22 of Plaintiff's Complaint are denied.

23. The averments set forth in paragraph 23 of Plaintiff's Complaint are denied.

24. This paragraph has been withdrawn by Plaintiffs.

WHEREFORE, Defendants deny liability to the Plaintiff under any theory of law whatsoever and respectfully request judgment in their favor, together with costs of suit.

**COUNT III-HIT AND RUN**

25-30. Pursuant to Order of Court, Defendants will refrain from answering Plaintiff's Count III at this time.

**MISCELLANEOUS**

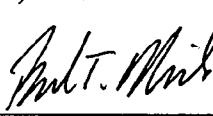
31. The averments contained in paragraph 31 of Plaintiff's Complaint are admitted.
32. The averments contained in paragraph 32 of Plaintiff's Complaint are admitted.

**NEW MATTER**

33. Plaintiff's Complaint fails to state a claim for which relief can be granted.
34. To the extent applicable by the facts developed during discovery or the evidence introduced at the time of trial, Defendants raise the applicable Statute of Limitations as a complete and/or partial bar to Plaintiff's claims.
35. Defendants raise Plaintiff's contributory/comparative negligence as a complete and/or partial bar to Plaintiff's claims.
36. Defendants raise Plaintiff's failure to mitigate damages as a complete and/or partial bar to Plaintiff's claims.
37. Upon information and belief, Defendants raise the intervening/superseding acts and omissions of third parties over whom it had neither the right nor duty to control as a complete and/or partial bar to Plaintiff's claims.

WHEREFORE, Defendants deny any and all liability to any party under any theory of law whatsoever and respectfully request that judgment be entered in their favor, together with costs.

Respectfully submitted,  
DICKIE, McCAMEY & CHILCOTE, P.C.

By: 

John T. Pion, Esquire  
Brant T. Miller, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
(412) 392-5422  
(412) 392-5367 (fax)

Attorneys for Defendants

**VERIFICATION**

I, Abbas Alramahi, have read the foregoing <sup>Amended</sup> Answer and New Matter of Defendants The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, which provides that if I make knowingly false statements, I may be subject to criminal penalties.

  
\_\_\_\_\_  
Abbas Alramahi

DATE: 05-07-02

**CERTIFICATE OF SERVICE**

I, Brant T. Miller, Esquire, hereby certify that true and correct copies of the foregoing **AMENDED ANSWER AND NEW MATTER** have been served this 14 day of May, 2002, by U.S. first-class mail, postage prepaid, to counsel of record listed below:

Theron G. Noble, Esquire  
FARRARACIO & NOBLE  
301 East Pine Street  
Clearfield, PA 16830  
Attorneys for Plaintiff

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Brant T. Miller, Esquire

Attorneys for Defendants

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

Plaintiff,

v.

SWIFT TRANSPORTATION, INC., a  
corporation properly doing business in  
Pennsylvania, and ABBAS ALRAMAHI,  
an adult individual,

Defendants.

CIVIL DIVISION

G.D. No. 01-1903-CD

Issue No.

**NOTICE OF SERVICE OF RESPONSE  
TO REQUEST FOR ADMISSION**

Code:

Filed on behalf of Defendants Swift  
Transportation, Inc. and Abbas Alramahi

Counsel of record for this party:

John T. Pion, Esq.  
Pa. I.D. #43675

Brant T. Miller, Esq.  
Pa. I.D. #83297

DICKIE, McCAMEY & CHILCOTE, P.C.  
Firm #067  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

(412) 281-7272

JURY TRIAL DEMANDED

MAY 15 2002

William A. Shaw  
Prothonotary

**FILED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

SUPER 322 DRIVE-IN THEATRE, INC., a CIVIL DIVISION  
Pennsylvania corporation,

Plaintiff,  
v.

G.D. No. 01-1903-CD

Issue No.

SWIFT TRANSPORTATION, INC., a  
corporation properly doing business in  
Pennsylvania, and ABBAS ALRAMAHI,  
an adult individual,

Defendants.

**NOTICE OF SERVICE**  
**OF RESPONSE TO REQUEST FOR ADMISSION**

TO: Clerk of Court

Kindly take notice that the Response to Request for Admission was served Theron G. Noble, Esquire, FARRARACIO & NOBLE, 301 East Pine Street, Clearfield, PA 16830 this 14 day of May, 2002.

Respectfully submitted,  
DICKIE, McCAMEY & CHILCOTE, P.C.

By: John T. Pion

John T. Pion, Esquire  
Brant T. Miller, Esquire

Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402  
(412) 392-5422  
(412) 392-5367 (fax)

Attorneys for Defendants

**CERTIFICATE OF SERVICE**

I, Brant T. Miller, Esquire, hereby certify that true and correct copies of the foregoing  
**NOTICE OF SERVICE OF RESPONSE TO REQUEST FOR ADMISSION** have been served  
this 14 day of May, 2002, by U.S. first-class mail, postage prepaid, to counsel of record listed  
below:

Theron G. Noble, Esquire  
FARRARACIO & NOBLE  
301 East Pine Street  
Clearfield, PA 16830  
**Attorneys for Plaintiff**

DICKIE, McCAMEY & CHILCOTE, P.C.

By   
\_\_\_\_\_  
Brant T. Miller, Esquire

Attorneys for Defendants

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

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

PLAINTIFF,

: No. 01- 1903 -CD

v.

SWIFT TRANSPORTATION, INC., a  
properly doing busines in Pennsylvania, and  
ABBAS ALRAMAHI, an adult individual,

DEFENDANTS.

Type of Pleading:

: REPLY TO NEW MATTER

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**

MAY 20 2002

11:29a.mcc

William A. Shaw  
Prothonotary

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01- 1903 -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

**REPLY TO NEW MATTER**

AND NOW, comes the Plaintiff, Super 322 Drive-In Theatre, Inc., by and through its counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows as Plaintiff's **REPLY TO NEW MATTER:**

33. The same is a legal conclusion for which no response is deemed necessary. To the extent such a response might be deemed necessary, the same is strictly DENIED and proof of the same is demanded at time of trial.

34. The same is a legal conclusion for which no response is deemed necessary. To the extent such a response might be deemed necessary, the same is strictly DENIED and proof of the same is demanded at time of trial.

35. The same is a legal conclusion for which no response is deemed necessary. To the extent such a response might be deemed necessary, the same is strictly DENIED and proof of the same is demanded at time of trial.

36. The same is a legal conclusion for which no response is deemed necessary. To the extent such a response might be deemed necessary, the same is strictly DENIED and proof of the same

is demanded at time of trial.

37. The same is a legal conclusion for which no response is deemed necessary. To the extent such a response might be deemed necessary, the same is strictly DENIED and proof of the same is demanded at time of trial.

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.No.: 55942

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01- 1903 -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

**PLAINTIFF'S NOTICE OF SERVICE**

To: William A. Shaw, Prothonotary

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby affirm that I did serve Plaintiff's REPLY TO NEW MATTER, by sending a true and correct copy of the same to Defendants' counsel of record, as below indicated, via United States Mail, postage pre-paid, first class, this 17th day of May, 2002.

John T. Pion, Esquire  
Dickie, McCamey & Chilcote  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Respectfully Submitted,



\_\_\_\_\_  
THERON G. NOBLE, ESQUIRE  
ATTORNEY FOR PLAINTIFF  
FERRARACCIO & NOBLE  
301 EAST PINE STREET  
CLEARFIELD, PA 16830  
(814)-375-2221  
PA I.D. NO.: 55942

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

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

PLAINTIFF,

: No. 01- 1903 -CD

v.

SWIFT TRANSPORTATION, INC., a  
properly doing business in Pennsylvania, and  
ABBAS ALRAMAHI, an adult individual,

DEFENDANTS.

: Type of Pleading:

**PRELIMINARY OBJECTIONS**

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraracio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**

MAY 13 2002  
011591100 C  
William A. Shaw  
Prothonotary

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01- 1903 -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

**PLAINTIFF'S PRELIMINARY OBJECTIONS AS TO  
DEFENDANTS' ANSWER & NEW MATTER**

AND NOW, comes the Plaintiff, Super 322 Drive-In Theatre, Inc., by and through its counsel of record, Theron G. Noble, Esquire, of Ferraraccio & Noble, who avers as follows in support of its **PRELIMINARY OBJECTIONS AS TO DEFENDANTS' ANSWER & NEW MATTER:**

1. This matter was commenced by the filing of a civil complaint on November 20, 2002.
2. The defendants initially responded by the filing of Preliminary Objections.
3. The PRELIMINARY OBJECTIONS were resolved, for the time being, on April 25th, 2002.
4. That Defendants filed an ANSWER & NEW MATTER to the civil complaint on, or about, April 30th.

Count I: Pa.R.Civ.P. 1028(a)(2)

5. Pa.R.Civ.P. 1029(a) provides that a responsive pleading shall admit or deny each averment of fact in the preceding pleading or any part thereof to which it is responsive.

6. Pa.R.Civ.P. 1028(a)(2) permits preliminary objections when a pleading does not conform to law.
7. Although Pa.R.Civ.P. 1029(c) permits a party to respond by failing to admit or deny a fact if after reasonable investigation a belief can not be formed, this does not apply when the pleader must know whether an allegation is true or not. Cercone v. Cercone, 382 A.2d 1 (1978).
10. That other than a few general denials (which pursuant to Pa.R.Civ.P. 1028(b) are thus deemed admitted), the Defendants failed to admit or deny facts and relied upon Pa.R.Civ.P. 1029(c) for their entire answer.
11. That the Defendants failed to make any comments about facts which they absolutely know or should know, such as:
  - (a) Whether Defendant's Swift truck entered upon the Plaintiff's land;
  - (b) Whether Defendants' truck struck Plaintiff's marquee;
  - (c) The relationship between the Defendants; and
  - (d) Defendant Alramahi's address.
12. In so doing, Defendants have absolutely failed to frame factual issues and have frustrated, if not defeated, the entire purposes and principles of responsive pleadings, especially Pennsylvania's fact specific pleading requirements.

**WHEREFORE, Plaintiff requests that Defendants be required to file a more responsive pleading.**

Respectfully Submitted,



---

Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.No.: 55942

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01- 1903 -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

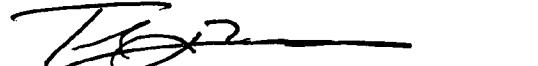
**PLAINTIFF'S NOTICE OF SERVICE**

To: William A. Shaw, Prothonotary

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby affirm that I did serve Plaintiff's PRELIMINARY OBJECTIONS on the Defendants, by sending a true and correct copy of the same to their counsel of record, as below indicated, via United States Mail, postage pre-paid, first class, this 10th day of May, 2002.

John T. Pion, Esquire  
Dickie, McCamey & Chilcote  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.No.: 55942

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

SUPER 322 DRIVE-IN THEATRE, INC., a  
Pennsylvania corporation,

PLAINTIFF,

: No. 01- 1903 -CD

v.

SWIFT TRANSPORTATION, INC., a  
properly doing busines in Pennsylvania, and  
ABBAS ALRAMAHI, an adult individual,

DEFENDANTS.

Type of Pleading:

: PRAECIPE TO DISCONTINUE

: Filed By:

: Plaintiff

: Counsel of Record:

: Theron G. Noble, Esquire  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

**FILED**

AUG 08 2002

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M110301 NOCC

William A. Shaw Cert. Ds  
Prothonotary

to Atty  
Copy CL

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

)  
SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01- 1903 -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

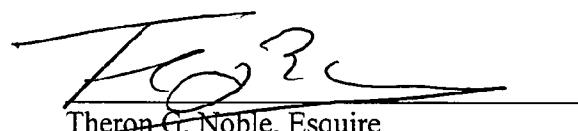
**PRAECIPE TO DISCONTINUE**

To: Clearfield County Prothonotary

Date: August 2, 2002

Please mark the above referenced case settled, ended and forever discontinued.

Respectfully Submitted,



Theron G. Noble, Esquire  
Ferraraccio & Noble  
Attorney for Plaintiff  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.#: 55942

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

SUPER 322 DRIVE-IN THEATRE, INC., a )  
Pennsylvania corporation, )  
PLAINTIFF, )  
v. ) No. 01- 1903 -CD  
SWIFT TRANSPORTATION, Inc., a corporation )  
properly doing business in Pennsylvania, and )  
ABBAS ALRAMAHI, an adult individual, )  
DEFENDANTS. )

**PLAINTIFF'S NOTICE OF SERVICE**

To: William A. Shaw, Prothonotary

I, Theron G. Noble, Esquire, of Ferraraccio & Noble, counsel for Plaintiff, does hereby affirm that I did serve Plaintiff's PRAECIPE TO DISCONTINUE, by sending a true and correct copy of the same to Defendants' counsel of record, as below indicated, via United States Mail, postage pre-paid, first class, this 2nd day of August, 2002.

John T. Pion, Esquire  
Dickie, McCamey & Chilcote  
Two PPG Place, Suite 400  
Pittsburgh, PA 15222-5402

Respectfully Submitted,



Theron G. Noble, Esquire  
Attorney for Plaintiff  
Ferraraccio & Noble  
301 East Pine Street  
Clearfield, PA 16830  
(814)-375-2221  
PA I.D.No.: 55942

**COPY**

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

**CIVIL DIVISION**

**Super 322 Drive-In Theatre, Inc.**

**Vs.** **No. 2001-01903-CD**  
**Swift Transportation, Inc.**  
**Abbas Alramahi**

**CERTIFICATE OF DISCONTINUATION**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on August 6, 2002 marked:

Settled, Ended and Forever Discontinued.

Record costs in the sum of \$139.54 have been paid in full by Theron Noble, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of August A.D. 2002.



---

William A. Shaw, Prothonotary